

VILLAGE OF OAK PARK
REQUEST FOR PROPOSALS

RFP NUMBER: INS-2018

FOR

**EXCESS PUBLIC ENTITY LIABILITY, EXCESS WORKER'S COMPENSATION,
PROPERTY AND CASUALTY, AND CRIME INSURANCE CONSULTING SERVICES**



PROPOSALS DEADLINE: AUGUST 27, 2018 at 5:00 p.m. CST

SEALED PROPOSALS TO BE RETURNED TO:

VILLAGE ATTORNEY
VILLAGE OF OAK PARK
123 MADISON STREET
OAK PARK, ILLINOIS 60302
Phone: 708-358-5660
Email: pstephanides@oak-park.us

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**VILLAGE
NOTICE TO CONTRACTORS**

The Village will accept sealed proposals at 123 Madison Street, Oak Park, Illinois 60302 until 5:00 p.m. on August 27, 2018. Proposals shall cover the following:

**Insurance Consulting Services
RFP Number: INS-2018**

The Village, in accordance with the laws of the State of Illinois, hereby notifies all bidders that it will affirmatively ensure that the Contract(s) entered into pursuant to this notice will be awarded to the successful bidder without discrimination on the ground of race, color, or national origin. The Village reserves the right to reject any or all proposals or to accept the proposal(s) deemed most advantageous to the Village.

Each Contractor shall be required to submit with his/her proposals a Disclosure of Ownership Interest Form. Failure to submit such information may result in the rejection of the proposals.

I. GENERAL INFORMATION

Oak Park, Illinois is a thriving community of about 52,000 people located immediately west of the City of Chicago. Known for its architectural heritage and diverse population, Oak Park boasts one the region's most diverse mixes of cultures, races, ethnicities, professions, lifestyles, religions, ages and incomes within its 4.5 square miles. Oak Park has a population density of more than 11,500 residents per square mile and its housing units are roughly fifth percent single family units and fifty percent multi-family units. Oak Park is rich in public transit with Metra, the Green Line, the Blue Line, Pace and CTA which all service the community. Oak Park also has a rich history related to the quality of the build environment with more structures built by renowned architect Frank Lloyd Wright than any other community in the world. Oak Parkers have championed fair housing, integration and equal treatment of all regardless of their differences. They have embraced historic preservation and environmental sustainability, including recycling, green energy and water conservation. Oak Park's municipal services are delivered by staff of about 400 employees, most housed in the Village Hall, which is listed on the National Register of Historic Places. The Oak Park Police Department is headquartered in the lower level of the Village Hall.

Oak Park operates under the council-manager form of government, in which a council, consisting of a president and six trustees, hires a professional manager to oversee the day-to-day operation of government services and programs. In Oak Park, the council is known as the Village Board.

II. PURPOSE AND INVITATION TO SUBMIT PROPOSALS

The Village of Oak Park (Village) is seeking proposals for an insurance Contractor to research and evaluate the insurance marketplace for coverage of the Village in the following areas: Excess Public Entity Liability, Excess Worker's Compensation, Property and Casualty, and Crime. The Contract term desired is for a period of three (3) years. Services must provide annual policy renewals and renewals on an as needed basis. The selected Contractor must provide a thorough renewal presentation each year no less than ninety (90) days prior to renewal of each policy with policy recommendations that includes an analysis of available alternatives in consideration of the Village's exposures.

Contact with the Village personnel in connection with this Request for Proposals shall not be made other than as specified in this Request for Proposals. Unauthorized contact of any Village personnel will cause the rejection of proposals.

Prior to the submittal of proposals, Contractors must carefully examine:

- the Contract documents;
- project scope and work tasks to be accomplished;

- specifications; and
- insurance requirements and required documentation.

The Contractors responding to this proposal will not market our portfolio until advised by the Village Attorney to do so.

Prior to the submittal of proposals, Contractors must carefully examine the Contract documents, project scope, and work tasks to be accomplished; specifications, insurance requirements, and required documentation, becoming thoroughly familiar with all conditions, instructions, and specifications governing this Request for Proposals. Proposals shall be made in accordance with these instructions. Proposals shall be submitted on the forms provided by the Village.

The Village will not be liable in any way for any costs incurred by Contractors in replying to this Request for Proposals.

The Contractor shall fully obey and comply with all federal, state, and local laws, ordinances, resolutions, guidelines, and administrative regulations that are applicable to any work performed under this Agreement.

The Contractor shall not assign this Agreement or any right to monies to be paid hereunder without the prior written approval by the Village. None of the services covered by this Agreement shall be subcontracted without the prior written approval by the Village.

III. STATEMENT OF WORK

The Village is requesting insurance consulting services to assist in the acquisition for the minimum insurance coverage amounts as set forth below:

Excess Liability	\$10 million excess of the Village's \$750,000 SIR
Excess Worker's Compensation	Excess worker's compensation payroll of \$30,400,000 for the fiscal year 2018 \$500,000 SIR for all employees except \$700,000 for EMT/Police/Fire
Property and Casualty	Total values of \$147,067,014 with \$25,000 deductible
Crime	\$1 million

The above limits are for information purposes only and are not a recommendation by the Village of coverage levels. Complete policy information can be obtained through the Village's Purchasing Office upon written request. Failure to request or receive this information will not excuse late submittal of proposals.

Consulting services must be provided for annual policy renewals and on an as

needed basis. The selected Contractor must provide a thorough renewal presentation and strategy for approaching the market each year prior to policy renewal. The renewal strategy must include policy recommendations and analysis of available alternatives relative to the Village's exposures. Consulting services must also include market research, policy endorsements, provision of certificates of insurance (if necessary) and coverage consultation on the Village claims. The Contractor must provide coverage analyses as requested by the Village regarding claims and occurrences which trigger the Village's policy coverage, and advocate on the Village's behalf regarding claims handling, underwriting issues and any other related coverage analyses and disputes. The Contractor must advise on a continuing basis and in a timely manner of any and all significant matters and developments regarding the process of carrier service issues.

The successful Contractor(s) must provide, at minimum, the following services for all policies and coverage in force and contemplated by the Village:

- A. Design specifications for the insurance program and market the program for coverage when instructed to do so by the Village. Assist the Village with the completion of all applications, documents, and data gathering which may be requested by insurance companies.
- B. Suggest alternative risk financing vehicles to reduce the Village's cost of risk.
- C. Analyze proposals received from various insurance companies and other parties, negotiate changes for the benefit of the Village, and verify the reasonableness of the price for the coverage provided.
- D. Provide the Village with a summary of various insurance program options, including but not limited to: limits, coverages, retention levels, terms, conditions, payment options, and self-insurance.
- E. Make recommendations to the Village as to the most advantageous insurance program providing the appropriate level of coverage at the best possible price to meet the Village's needs and objectives.
- F. When instructed to do so, represent the Village in all negotiations with insurers, underwriters, and other parties with regard to the insurance program.
- G. When instructed to do so by the Village, administer the placement of coverage and provide original binders, policies, and endorsements as required.
- H. Provide extensive review of binders and policies including verification of

conformity to specifications. Request any necessary endorsements/changes/ revisions that may be required.

- I. Provide insurance coverage summaries/descriptions as requested by the Village.
- J. Assure that insurance policies are placed with reputable and financially responsible insurers, A.M. Best Rating A or better (based on insurance rating among other criteria), including keeping the Village informed of any changes in rating of the insurers within thirty (30) days of said change and making recommendations should ratings change during the policy term.
- K. Continually evaluate the insurance program and recommend coverage changes and improvements to provide the appropriate level of coverage at the least possible cost to the Village.
- L. Oversee and coordinate all relevant services performed by insurance companies/underwriters or any service agencies arranged for insurance program related issues and concerns.
- M. Perform administrative and clerical services relative to account management, including but not limited to, issuance of certificates of insurance and verification of the accuracy of bills, audits, and all premium adjustments.
- N. Assign an Account Manager to the Village who will be responsible for communication with the Village and who, along with any other team members assigned, must be available to the Village for advice and consultation on insurance program related issues and concerns. Changes to the Account Manager position or other members of the service team require notification to the Village prior to said change unless not physically possible.
- O. Attend meetings related to the insurance program with the Village staff and other parties, as requested.
- P. Review any related insurance company audits for accuracy.
- Q. Coordinate quarterly claims meetings with the Village staff and an underwriter's representative.
- R. Act as a liaison between the Village and the carriers to resolve claims.
- S. Advise the Village, when requested, on coverage applicable to specific claims.

- T. Consult with, and seek the approval of, the Village's Attorney regarding possible or pending claims.
- U. Review loss runs monthly, provide copies of the loss runs to the Village and advise the Village of any anticipated problems, and make recommendations for reducing loss.
- V. Review total coverages currently offered and suggest additional coverages or programs that can reduce total cost and/or risk to the Village.
- W. Provide risk management resources that can be made available to the Village at no additional charge either from the insurance company or elsewhere. (For example, does the carrier offer: free unlimited consultation on employment concerns, free driver training, Professional Development, back-to-work programs, free resources on volunteer liability). List all that you provide. The Contractors that provide value added risk management services at no additional cost will be rated higher during the evaluation process.
- X. Provide advice on the appropriate levels of insurance required on bids and request for proposals on various goods and services.
- Y. Risk management consulting: the Village seeks qualified Contractors to assist the Village in managing risk exposures. In the event that the Contractor specializes in a Risk Management service(s) and/or project(s), and the Contractor strongly feels that the Village may benefit from the service(s) and/or project(s), the Contractor may submit, as an alternate, a separate fee proposals for consideration. Consideration of the project(s) and/or service(s) is subject to evaluation and funding.

IV. FEES AND PAYMENT OF PREMIUMS

- A. Payment to the successful Contractor(s) for the performance of the services specified herein, including labor, materials, transportation, and other such services, shall be a fixed fee only. All premiums and related insurance carrier costs shall be net of any fees and the Contractors will be required to sign a disclosure Agreement listing any revenues received from insurance carriers as a result of the Village's coverage with said carrier. This includes any contingent or additional commission Agreements.
- B. The Contractor's fee will be paid annually upon placement of all required coverages.
- C. All premiums for insurance placed by the Contractor(s) on behalf of the Village shall be invoiced by the insurance carrier(s) upon initiation of the

coverage. The Village shall remit payment to the insurance carrier(s) in accordance with the specified terms and conditions of the applicable Agreement or policy.

- D. All premiums shall be payable according to the terms and conditions of the insurance policy or Contract.
- E. All premium refunds shall be paid immediately by the insurance carrier(s) to the Village upon receipt of the refund by the insurance carrier(s).
- F. All fees or commissions paid by or to intermediaries, whether owned or not owned by the Contractor(s), must be disclosed to the Village. All revenues received by the Contractor from any source, using any formula (e.g. total book of business or other volume related contingent commissions) in connection with services or insurance for the Village must be disclosed within thirty (30) days of the end of the calendar year in which the revenue was received.

V. SUBMISSION REQUIREMENTS

The submission requirements for this Request for Proposals are set forth below. Proposals shall constitute an irrevocable offer for one hundred and twenty (120) business days following the deadline for its submission. Reference to a certain number of days in this Request for Proposals shall mean calendar days unless otherwise specified.

Responses to this Request for Proposals should be in one volume. Brochures and/or information pertaining to the qualifications of the Contractor's company may be submitted but must be included in the single volume. Two (2) paper copies of the submittal are required. In lieu of the two (2) paper copies, a pdf attachment submitted via email to pstephanides@oak-park.us will be accepted. **All proposals shall be in writing; proposals received after the deadline will be rejected.**

It is the responsibility of the Contractor to submit proposals in strict conformance to the Village Attorney on or before the deadline noted on the Cover Page of this Request for Proposals. If delivery occurs beyond these parameters, the proposals will be rejected.

Proposals must contain the following information, referenced by letter and in the order below:

- A. State the name of the consulting company, address, telephone number, and contact person for the proposals submission. List statewide offices and identify the office from which the Village account would be serviced. Provide a brief description of the history and organization of the

Contractor's company and of any proposed subcontractor.

- B. Describe your company's internal organization and the manner in which services will be furnished to the Village. Include and identify those services which may not be available in the local office but are available from your company and how you will access those services. Provide an example of the structure of servicing a current account similar to the Village.
- C. Copies of business licenses, professional certifications, or other credentials together with evidence that the Contractor, if a corporation, is in good standing and qualified to conduct business in Illinois.
- D. The most recent year's annual reports, or comparable document, including detailed current profit and loss, assets and liabilities, and other relevant financial data.
- E. As noted in the introduction, the Contractors may not approach insurance markets as part of their response to this Request for Proposals. However, the Contractors must provide a list of the markets they would present the Village's business to if awarded the Contract by coverage type.
- F. Identify the team structure your company would use on the Village's account. List the names of the proposed account service team and describe each member's service role. Provide the names of the individuals from your company having a minimum of five (5) years' experience in public agency accounts who would be assigned to work directly with the Village's account. Clearly highlight the experience of each of these individuals for each area being requested by the Request for Proposals. List any designations (CPCU, CIC or ARM). Identify the staff person who will be the day-to-day contact for the Village. Attach resumes from the service team members describing their qualifications including credentials, experience, responsibilities, and specifically, work on similar engagements.
- G. Describe the claims handling process of your company. Is there a dedicated claims department?
- H. Provide references with contact information from at least three municipalities of similar size that have used the Contractor's for similar services within the last three (3) years. Also, provide a list of all Municipalities that you have served within the last five (5) years.
- I. Describe the steps you would take in reviewing the Village's current insurance program and designing changes to the program. Include specific techniques and procedures your company may use to assist in

identifying current and anticipated new exposures to loss.

- J. Cost Proposals Page. The Contractor must provide a detailed cost proposal for the required service according to the Cost Proposals sheet contained herein as Attachment 5. The Village shall engage the Contractor on a flat fee basis and its objective is to identify and fully disclose the total cost of servicing the insurance program through the establishment of an overall fixed fee arrangement. Failure to complete this attachment will result in the rejection of your proposals.
- K. A written acknowledgement of the acceptance of the Contracting Requirements set forth in this Request for Proposals. Specific terms may be reserved for future negotiation, but the reasons must be clearly identified and given for the reservation.
- L. A willingness to use the Village's standard consulting services Agreement (sample available upon request).
- M. Disclosure of Ownership Information: The proposals shall give the information regarding the company as required in the Village's Disclosure of Ownership Interests Form, contained herein as Attachment 6.

Proposals which fail to address each of the submission requirements above will not be considered. Contractors must respond to this Request for Proposals with a typewritten and proofed set of documents. Typos, misspellings, or similar errors in the proposals will be noted by the Village, and may serve as the basis to reject such proposals.

VI. REJECTION OF PROPOSALS

The Village reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness. If proposals fails to meet a requirement of the Request for Proposals, is incomplete or contains irregularities, the proposals may be rejected. A deviation is material to the extent that proposals are not in substantial accordance with Request for Proposals requirements. Immaterial deviations may cause the proposals to be rejected. The Village may or may not waive an immaterial deviation or defect in the proposals. The Village's waiver of an immaterial deviation or defect shall in no way modify the Request for Proposals or excuse the Contractor from full compliance with the Request for Proposals requirements. Proposals that contain false or misleading statements will be rejected.

VII. AWARD AND EXECUTION OF CONTRACT

Subject to the Village's right to reject any or all proposals, the Contract will be

awarded based on the review committee's recommendation and approval by the Village Board of Trustees.

VIII. QUESTIONS REGARDING THE REQUEST FOR PROPOSALS

Questions regarding the Request for Proposals may be addressed in writing. All questions must be submitted no later than seven (7) days prior to the date for submission of proposals.

IX. CONTRACTING REQUIREMENTS

The final Agreement between the Village and the selected Contractor will include the terms and conditions as substantially set forth in the attached Professional Services Agreement.

Monitoring and Evaluating

All services provided under this Agreement shall be subject to monitoring and evaluation by the Village or its authorized representatives. The Contractor shall supply the Village with written reports on program activity, in a form approved by the Village, as the Village may require from time to time. The Contractor shall provide the Village with such additional information and data as may be periodically required by federal or state authorities, or by the Village itself. Authorized representatives of the Village shall have access to the books and records maintained by the Contractor with respect to any services or materials provided to the Village pursuant to this Agreement at all reasonable times and for all reasonable purposes, including, but not limited to, inspecting and copying any books, records, memoranda, checks, correspondence, or other relevant documents. All such books and records shall be preserved by the Contractor for a period of at least three (3) years after the termination of this Agreement.

Specifically, upon the termination of this Agreement, the Village shall be entitled to the automatic return of all hard copy claim files and any computerized claim identification and payment data (not including any computer hardware, software, firmware or other proprietary information of the Contractor). The Contractor shall obtain written permission from the Village before making any copies or extracting information there from.

Confidentiality

In connection with this Agreement, the Village may provide the Contractor with information to enable the Contractor to render the Services hereunder, or the Contractor may develop confidential information for the Village. The Contractor agrees (i) to treat, and to obligate Contractor's employees to treat, as secret and confidential all such information whether or not identified by the Village as confidential, (ii) not to disclose any such information or make available any reports, recommendations and/or conclusions which the Contractor may make for the Village to any person, company or corporation or use the same in any

manner whatsoever without first obtaining the Village's written approval, and (iii) not to disclose to the Village any information obtained by the Contractor on a confidential basis from any third party unless the Contractor shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the Village has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the Village that it has received a Freedom of Information Act request that calls for records within the Contractor's control, the Contractor shall promptly provide all requested records to the Village so that the Village may comply with the request within the required timeframe. The Village and the Contractor shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, are applicable.

The Village Attorney will endeavor to advise the company of any request for the disclosure of the material so marked with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", and give the company or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If the requested material was submitted by a party other than the company, then the company shall be solely responsible for notifying the submitting party of the request. The Village's sole responsibility is to notify the company of the request for disclosure and the Village shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the Village, its officers, or employees.

Insurance

The Contractor shall carry and maintain at its own cost with such companies as are reasonably acceptable to the Village all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by the Contractor, and insuring the Contractor against claims which may arise out of or result from the Contractor's performance or failure to perform the Services hereunder.

The surety and the insurance company must have not less than an A+ rating from the Alfred M. Best Co., Inc. and be approved by the Village.

The Contractor's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the Village.

Termination

In the event the Village Board of Trustees fails to appropriate the necessary funds for this Agreement in any future fiscal year of the Village, this Agreement shall automatically terminate as of the last day of the fiscal year for which the necessary appropriation was received, and the Village shall promptly notify the Contractor in writing of such failure to appropriate and of the termination of this Agreement.

X. SELECTION AND EVALUATION CRITERIA

The Village will select the successful Contractor through an evaluation process based on the Contractor meeting the specifications which are outlined in this Request for Proposals. A review committee will review in detail all proposals that are received. During the evaluation process, the Village may require the Contractor's representative to answer questions with regard to the proposals and/or make a formal presentation to the review committee. The review committee will make a recommendation to award the Contract based on the criteria set forth below. This Contract will be forwarded to the Village Board of Trustees for final approval.

The evaluation criteria listed below will be used in the selection of the successful Contractor.

- A.** Qualifications and Expertise
- B.** Price
- C.** Organization and Completeness of Proposals
- D.** Willingness to Execute the Village's Standard Agreement

XI. SELECTION PROCESS

The Village will select a Contractor on the basis of the responsiveness of the proposals to the Request for Proposals submittal requirements, the evaluation criteria stated above, and the demonstrated willingness to execute an acceptable written Contract. The Village reserves the right to reject any or all proposals and to request written clarification of proposals and supporting materials from the Contractor.

While it is the intent of the Village to award this Contract to one Contractor, the Village also reserves the right to award in part or in whole and to select multiple Contractors and/or individuals, depending on whichever decision is deemed to be most advantageous to the Village.

Discussions and/or interviews may be conducted with responsible Contractors that have submitted proposals in order to clarify certain elements. All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. In conducting discussion, there shall be no disclosure of information

derived from proposals submitted by competing Contractors. However all such possible disclosure is subject to the Illinois Freedom of Information Act and otherwise governed by the procedures set forth in Article VIII hereinabove. The selection shall be done by the Village's review team and will be recommended to the Village Board of Trustees for final approval.

If the Village is unable to reach an Agreement with the selected Contractor, the Village will discontinue negotiations with the selected Contractor and begin negotiations with the Contractor ranked second and so on until Agreement is reached.

The Contractor to be recommended to the Village Board of Trustees will be the one whose proposals are determined to be the most advantageous to the Village in consideration of price and all other evaluation factors which are set forth in this Request for Proposals.

XII. GENERAL TERMS AND CONDITIONS

A. Withdrawal of Proposals

Proposals may be withdrawn prior to the submittal deadline. Withdrawal may Be attained by written request; however, no offer can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. The Contractors who withdraw their proposals prior to the designated date and time may still submit another proposals if done in accordance with the proper time frame.

B. Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications" which shall be prepared by the Contractor. This page shall then be attached to these documents and submitted at the same time as the proposals. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception shall be explained in its entirety. Any exceptions to these specifications may be cause for rejection of proposals.

C. Hold Harmless

The Contractor agrees to hold harmless the Village and all of its agents, servants, and employees against any and all lawsuits, claims, demands, liabilities, losses, and/or expenses; including court costs and attorneys' fees on account of injury to any person, or any death resulting from such injury, or any damage to property which may have arisen from work specifically related to the Contract and/or project.

D. Addenda

Any and all changes to these documents are valid only if they are included via written addendum to all Contractors. Each Contractor should acknowledge receipt of any addenda by indicating same in their proposals submission. Each

Contractor acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposals therein. Failure to acknowledge any addenda may cause the proposals to be rejected. Addenda information is available over the internet at www.demandstar.com or by contacting the office of the Village Attorney, 708-358-5660.

E. Term

The terms of the Insurance Consultant Services Agreement are anticipated to commence on October 1, 2018 and end on December 31, 2021. The successful Contractor(s) will market the Village's expiring insurance coverage that expires on December 31, 2018 and will provide the Village management with final insurance coverage proposals effective January 1, 2019 (applicable to the first year of the Contract). The Village may, without cause, terminate the Insurance Consultant Services Agreement(s) by giving thirty (30) days written notice to the Contractor(s).

F. Non-Appropriation of Funds

The Village reserves the right to terminate in whole or in part of the Contract in the event that insufficient funds to complete the Contract are appropriated by the Village Board of Trustees.

G. Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of shall become the property of the Village.

H. Payment Terms

The Contractor shall submit invoices detailing the services provided, project, professional staff, and hours. Payment shall be made in accordance with the Local Government Prompt Payment Act. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any Agreement.

I. Disclosures and Potential Conflicts of Interest

The Village's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the Village requires all the Contractors including owners or employees to investigate whether a potential or actual conflict of interest exists between the Contractor and the Village, its officials, and/or employees. If the Contractor discovers a potential or actual conflict of interest, the Contractor must disclose the conflict of interest in its Contracts, identifying the name of the Village official or employee with whom the

conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing the Contractor from consideration. Information provided by the Contractors in this regard will allow the Village to take appropriate measures to ensure the fairness of the Contractors' process.

The Village requires all the Contractors to submit a certification, enclosed with this Request for Proposals, that the Contractor has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

J. Litigation

All Contractors shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Contractor, any of its employees, or subcontractors has been involved in within the last three (3) years.

K. Subcontractors

If any Contractor submitting proposals intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting Contractor(s) must be clearly disclosed in the proposals. Following the award of the Contract, no additional subcontracting will be allowed without the prior written consent of the Village.

L. Contact with the Village Personnel

All Contractors are prohibited from making any contact with the Village Manager, the Village Board of Trustees, or any other official or employee of the Village with regard to the Project, other than in the manner and to the person(s) designated herein. The Village reserves the right to disqualify any Contractor found to have contacted the Village Personnel in any manner with regard to the Project. Additionally, if it is determined that the contact with the Village Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter may be referred to the Cook County State's Attorney for review and prosecution.

M. Reporting Requirements

The following forms must be completed in their entirety, notarized as applicable and included as part of the proposal document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village will result in disqualification of Contract.

N. Costs Incurred

The Village assumes no responsibility or liability for costs incurred by the Contractor prior to the execution of a Contract. This includes costs incurred by the Contractor as a result of preparing a response to this Request for Proposals.

O. Proposed Schedule

Proposals Deadline	August 27, 2018
Finalist Recommended to Board of Trustees.....	October 1, 2018
Final Contract Executed	October 1, 2018

**ATTACHMENT 1
CONTRACTOR CERTIFICATION**

PROPOSAL SIGNATURE: _____

State of _____)

County of _____)

_____,
TYPE NAME OF SIGNED

being first duly sworn on oath deposes and says that the Contractor on the above proposal is organized as indicated below and that all statements herein made on behalf of such Contractor and that this deponent is authorized to make them, and also deposes and says that he has examined and carefully prepared their bid proposal from the Contract Exhibits and Specifications and has checked the same in detail before submitting this proposal or bid; that the statements contained herein are true and correct.

Signature of Contractor authorizes the Village to verify references of business and credit at its option.

Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated _____

Organization Name

(Seal - If Corporation)

By _____
Authorized Signature

Address

Telephone

Subscribed and sworn to before me this _____ day of _____, 2018.

In the state of _____.

Notary Public

My Commission Expires: _____

ATTACHMENT 2 COMPLIANCE AFFIDAVIT

I, _____ being first duly sworn on oath depose and state
as follows:
(Print Name)

1. I am the (title) of the Proposing Contractor ("Contractor") and am authorized to make the statements contained in this affidavit on behalf of the Contractor.
2. The Contractor is organized as indicated on Exhibit A to this Affidavit, entitled "Organization of Proposing Firm," which Exhibit is incorporated into this Affidavit as if fully set forth herein.
3. I have examined and carefully prepared this Contract based on the Request for Proposals and verified the facts contained in the Contract in detail before submitting it.
4. I authorize the Village to verify the Contractor's business references and credit at its option.
5. Neither the Contractor nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to bidding requirements.
6. The Proposing Contractor has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Contractor nor its affiliates is barred from Agreement with the Village because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the Agreement and allows the Village to recover all amounts paid to the Contractor under the Agreement in a civil action.
8. I am familiar with Section 13-3-1 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Contractor is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated

¹ Affiliates means: (i) any subsidiary or parent of the bidding or contracting business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the bidding or contracting business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the bidding or contracting business entity.

and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**

9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702.

Signature: _____ Printed Name: _____

Name of Business: _____

Your Title: _____

Business Address: _____

Telephone Number: _____

Facsimile Number: _____

Web Address: _____

Subscribed to and sworn before me this _____ day of _____, 2018.

Notary Public

ATTACHMENT 3
M/W/DBE STATUS AND EEO REPORT

1. Contractor Name: _____

2. Check here if your business is:

- ☐ Minority Business Enterprise (MBE) (A business that is at least 51% owned, managed and controlled by a Minority.)
- ☐ Women's Business Enterprise (WBE) (A business that is at least 51% owned, managed and controlled by a Woman.)
- ☐ Owned by a person with a disability (DBE) (A business that is at least 51% owned by a person with a disability)
- ☐ None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the business' current stable work force?

_____ Number of full-time employees

_____ Number of part-time employees

4. Similar information will be requested of all subcontractors working on this Agreement. Forms will be furnished to the lowest responsible Consultant with the notice of Agreement award, and these forms must be completed and submitted to the Village before the execution of the Agreement by the Village.

Signature: _____

Date: _____

EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this proposal. An incomplete form will disqualify your proposal. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

An EEO-1 Report may be submitted in lieu of this report

Consultant Name _____

Total Employees _____

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Semi-Skilled												
Laborers												
Service Workers												
TOTAL												
Management Trainees												
Apprentices												

This completed and notarized report must accompany your Proposal. It should be attached to your Affidavit of Compliance. Failure to include it with your Proposal will be disqualify you from consideration.

_____, being first duly sworn, deposes and says that he/she is the _____
 (Name of Person Making Affidavit) (Title or Officer)

of _____ and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this _____ day of _____, 2018.

 (Signature)

 (Date)

ATTACHMENT 4
NO PROPOSALS EXPLANATION

If your business does not wish to submit a proposal, please provide us with Attachment 4 and include in the space below any comments you may have concerning this proposal or any related factors that prevented you from submitting a response.

Project Name: Excess Public Entity Liability, Excess Worker's Compensation, Property and Casualty, and Crime Insurance Consulting Services

Date Issued: August _____, 2018

Comments:

**ATTACHMENT 5
COST PROPOSALS**

Contractor Services

Services may be awarded to one or more Contractors. Services should be quoted by line of coverage and an overall Contractor fee in the event that the entire program is awarded to one consultant.

Coverage

Annual Fee

Excess Public Entity Liability \$ _____

Excess Workers Comp \$ _____

Property and Casualty \$ _____

Crime \$ _____

Total Contractor Program (Include all of the above)

\$ _____

Alternate No. 1 – Placement In a Recognized Insurance Pool (IRMA, etc.)

\$ _____

Optional Risk Management Consulting

\$ _____

**ATTACHMENT 6
DISCLOSURE OF OWNERSHIP INTERESTS**

Village Ordinance 15-O-78 requires all persons (APPLICANT) seeking to do business with the Village to provide the following information with their bid. Every question must be answered. If the question is not applicable, answer with "N/A".

APPLICANT NAME: _____

APPLICANT ADDRESS: _____

TELEPHONE NUMBER: _____

FACSIMILE NUMBER: _____

APPLICANT is (**check one of the following**):

1. Corporation () 2. Partnership () 3. Sole Owner ()
4. Association () 5. Other () _____

Please answer the following questions on a separate attached sheet if necessary.

SECTION I - CORPORATION

1a. Names and addresses of all Officers and Directors of Corporation.

1b. (Answer only if corporation has 33 or more shareholders.) Names and addresses of all those shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage of shareholder interest. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material required herein.)

1c. (Answer only if corporation has fewer than 33 shareholders.) Names and addresses of all shareholders and percentage of interest of each herein. (Note:

Corporations which submit S.E.C. form 10K may substitute that statement for the material requested herein.)

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

- 2a. The name, address, and percentage of interest of each partner whose interests therein, whether limited or general, is equal to or in excess of 3%.

- 2b. Associations: The name and address of all officers, directors, and other members with 3% or greater interest.

SECTION 3 - TRUSTS

- 3a. Trust number and institution.

- 3b. Name and address of trustee or estate administrator.

- 3c. Trust or estate beneficiaries: Name, address, and percentage of interest in total entity.

SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

- 4a. Specify which, if any, interests disclosed in Section 1,2, or 3 are being held by an agent or nominee, and give the name and address of principal.

- 4b. If any interest named in Section 1, 2, or 3 is being held by a "holding" corporation or other "holding" entity not an individual, state the names and addresses of all parties holding more than a 3% interest in that "holding" corporation or entity as required in 1(a), 1(b), 1(c), 2(a), and 2(b).

- 4c. If "constructive control" of any interest named in Sections 1,2, 3, or 4 is held by another party, give name and address of party with constructive control. ("Constructive control" refers to control established through voting trusts, proxies, or special terms of venture of partnership Agreements.)

I have not withheld disclosure of any interest known to me. Information provided is accurate and current.

Signature of Person Preparing Statement

Date

Title

ATTEST:

Notary Public

**ATTACHMENT 7
CONFLICT OF INTEREST FORM**

_____, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the Village.

The Contractor further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if the bidder/Contractor has not disclosed any actual or potential conflict of interest, the Village may disqualify the bid/proposals.

(Name of Bidder/Contractor if the Bidder/Contractor is an Individual)
(Name of Partner if the Bidder/Contractor is a Partnership)
(Name of Officer if the Bidder/Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this _____ day of _____, 2018

Notary Public

*Failure to complete and return this form may be considered
sufficient reason for rejection of the bid/proposals.*

ATTACHMENT 8
ACKNOWLEDGEMENT OF UNDERSTANDING
THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and attached service Agreements and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting Contract or to accept any request for additional compensation. By signing this document, the Contractor hereby certifies that they are not barred from bidding on this Contract as a result of bid rigging or bid rotating or any similar offense (720 ILCS S/33E-3, 33E-4).

Authorized Signature

Company Name

Printed Name

Date

Title

Telephone Number

Email

Facsimile Number



**ATTACHMENT 9
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is entered into this _____ day of _____, 2018, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and _____, a _____ (hereinafter referred to as the “Contractor”).

RECITALS

WHEREAS, the Village intends to have services performed by the Contractor to provide research and evaluate the insurance marketplace coverage of the Village’s excess public entity liability, excess worker’s compensation, property and casualty, and crime insurance for a three (3) year term (“Services”);

WHEREAS, the Village issued a Request for Proposals (“RFP”) for said Services dated _____, 2018 incorporated herein as though fully set forth and the Contractor submitted its Proposals in response to the Request for Proposals received by the Village on _____, 2018, attached hereto and incorporated herein as though fully set forth; and

WHEREAS, the Contractor has represented to the Village that it has necessary expertise to perform the Services and has expressed its willingness to furnish its Services subject to terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. RECITALS INCORPORATED

1.1. The above recitals are incorporated herein as though fully set forth.

2. SERVICES OF THE CONTRACTOR

2.1. The Contractor shall provide the Services set forth herein pursuant to its Proposals.

2.2. The Contractor shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to the Contractor’s failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between a provision of the Contractor's Proposals and this Agreement or the Request for Proposals, this Agreement or the Village's Request for Proposals shall control to the extent of such conflict.

2.4. The Village's Authorized Representative. The Village's Manager or the Village's Manager's designee shall be deemed the Village's authorized representative, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Contractor with written notice of such change which notice shall be sent in accordance with Section 22 of this Agreement.

2.5. The Contractor's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Contractor hereby designates _____ as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Contractor and with the effect of binding the Contractor. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Contractor as having been properly and legally given by the Contractor. The Contractor shall have the right to change its Authorized Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 22 of this Agreement.

2.6. The Contractor shall be an independent Contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services.

3. COMPENSATION FOR SERVICES

3.1. The Village shall compensate the Contractor for the Services as set forth in the Contractor's Proposal.

3.2. The Village may, at any time, by written order, make changes within the general scope of this Agreement in the Services to be performed by the Contractor. If such changes cause an increase or decrease in the amount to be paid to the Contractor or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by the Contractor shall be furnished without the written authorization of the Village.

3.3. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Contractor is liable under this Agreement; (3) claims of the subcontractors, suppliers, or other persons performing the Contractor's Services if applicable; (4) delay in the progress or completion of the Services; (5) inability of the Contractor to complete the Services; (6) failure of the Contractor to properly complete or document any pay request; (7) any other failure of the Contractor to perform any of its obligations under this Agreement; or (8) the cost to the Village, including attorneys' fees and administrative costs of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify the Contractor of cause for withholding within fourteen (14) days of receiving invoice.

3.4. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due to the Contractor under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Contractor under this Agreement.

3.5. The Contractor's Services shall be considered complete on the date of final written acceptance by the Village, which acceptance shall not be unreasonably withheld or delayed. As soon as practicable after final acceptance, the Village shall pay to the Contractor the balance of any amount due and owing under this Agreement, after deducting therefrom all charges against the Contractor as provided for in this Agreement ("Final Payment"). The acceptance by the Contractor of Final Payment with respect to the Services shall operate as a full and complete release of the Village and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to the Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Services, except for such claims as the Contractor reserved in writing at the time of submitting its invoice for final payment.

4. TERM AND TERMINATION

4.1. This Agreement shall be for three (3) fiscal years beginning on the effective date of this Agreement and conclude on December 31, 2021.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be effected unless the terminating

party gives the other party (1) not less than ten (10) calendar days' written notice pursuant to Section 22 below of its intent to terminate.

4.3. If this Agreement is terminated by either party, the Contractor shall be paid for Services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Contractor pursuant to this Agreement.

5. RIGHT TO AUDIT

5.1. The Contractor shall for a period of three (3) years following performance of the Services, keep and make available for the inspection, examination and audit by the Village or the Village's authorized employees, agents or representatives, at all reasonable time, all records respecting to the Services and expenses incurred by the Contractor, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by the Contractor is found to have been overstated, the Contractor shall provide the Village an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of the Village's expenses for and in connection with the audit respecting such invoice.

6. INDEMNIFICATION

6.1. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, officials, employees, agents, and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including, but not limited to, reasonable attorney's fees and court costs (hereinafter referred to as "Claims") which may accrue against the Village, its officers, officials, employees, agents and volunteers, arising out of the negligent performance of the work by the Contractor, its employees, or subcontractors, except for the negligence of the Village, its officers, officials employees, agents or volunteers. The Contractor's duty to defend shall not apply with respect to any Claims that arise from the performance of Services.

7. CONFIDENTIALITY

7.1. In connection with this Agreement, the Village may provide the Contractor with confidential information to enable the Contractor to render the Services hereunder, or the Contractor may develop confidential information for the Village. The Contractor agrees: (i) to treat and to obligate the Contractor's employees to treat as confidential all such information whether or not identified by the Village as confidential; (ii) not to disclose any such information or make available any reports, recommendations and/or conclusions which the Contractor may make for the Village to any person, company or corporation or use the same in any manner whatsoever without first obtaining the

Village's written approval; and (iii) not to disclose to the Village any information obtained by the Contractor on a confidential basis from any third party unless the Contractor shall have first received written permission from such third party to disclose such information.

8. USE OF THE VILLAGE'S NAME OR PICTURE OF PROPERTY

8.1. The Contractor shall not in the course of performance of this Agreement or thereafter use or permit the use of the Village's name nor the name of any affiliate of the Village, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of the Contractor, nor disclose or transmit the same to any other party.

9. LIENS AND ENCUMBRANCES

9.1. The Contractor, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under the Contractor, hereby waives and releases any and all statutory or common law mechanics', materialmens' or other such lien claims, or rights to place a lien upon the Village's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. The Contractor further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the Village. The Contractor shall protect the Village from all liens for labor performed, material supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any subcontractors, supplier or materialmen, or other person, company or corporation, upon the Village's property or any improvements thereon, by reason or any claim or demand against the Contractor or otherwise in connection with the Services.

10. INSURANCE

10.1. The Contractor shall at the Contractor's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 10. The Contractor shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Contractor shall require any of its subcontractors to secure and maintain insurance as

set forth in this Section 10 and indemnify, hold harmless and defend the Village, its officers, officials, employees, agents and volunteers as set forth in this Agreement.

10.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$2,000,000.00
Each Occurrence	\$1,000,000.00
Personal Injury	\$1,000,000.00
- iii. Cover all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor.

(B) **Professional Liability:**

- i. Per Claim/Aggregate \$2,000,000.00
- ii. Cover all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor, and the Contractor's obligations under the indemnification provisions of this Agreement to the extent same are covered.

(C) **Workers' Compensation:**

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois.

(D) **Umbrella:**

- i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
---------------------------	----------------

- (E) The Village, its officers, officials, employees, agents and volunteers shall be named as an additional insured on all insurance policies identified herein except workers' compensation and professional liability. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, agents and volunteers.

10.3. The Village and the Contractor agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Services.

10.4. The Contractor understands and agrees that, except as to Professional Liability, any insurance protection required by this Agreement or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village its officers, officials, employees, agents and volunteers as herein provided. The Contractor waives and agrees to require its insurers to waive its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

11. SUCCESSORS AND ASSIGNS

11.1. The Village and the Contractor each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Contractor shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefit hereunder to anyone other than the Village and the Contractor.

12. FORCE MAJEURE

12.1. Neither the Contractor nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

13. AMENDMENTS AND MODIFICATIONS

13.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor in accordance with Section 22 of this Agreement.

14. STANDARD OF CARE

14.1. The Contractor is responsible for the quality, technical accuracy, timely completion, and coordination of all specifications, reports and other Services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

14.2. The Contractor shall be responsible for the accuracy of its Services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's

acceptance of any of the Contractor's Services shall not relieve the Contractor of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies the Contractor thereof within one year of completion of the Contractor's Services.

14.3. The Contractor shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Contractor of the Village's notice. Such confirmation may be in the form of an email confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Contractor.

14.4. The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

14.5. The Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

14.6. The Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Contractor's, or its subcontractors', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

15. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS

15.1. Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of the Village upon completion of the Services and payment to the Contractor all amounts then due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Contractor shall have the right to retain copies of the Documents for its

files. The Contractor shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

15.2. The Contractor's Documents and records pursuant to this Agreement shall be maintained and made available during performance of Services under this Agreement and for three (3) years after completion of the Services. The Contractor shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to the Contractor not to dispose of or destroy said Documents and to require the Contractor to deliver same to the Village, at the Village's expense. The Contractor and any subcontractors shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Contractor agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Contractor shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Services as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

15.3. The Contractor shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 *et. seq.*) ("FOIA") request within five (5) business days after the Village issues notice of such request to the Contractor. The Contractor shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. The Contractor shall defend, indemnify, and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Contractor's actual or alleged violation of the FOIA, or the Contractor's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Contractor agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall

include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Contractor shall defend, indemnify, and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to the Village.

16. SAVINGS CLAUSE

16.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

17. NON-WAIVER OF RIGHTS

17.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

17.2. This Agreement shall not prohibit the Contractor from providing its Services to any other public or private entity or person. In the event that the Contractor provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such Services conflict with a service to be provided to the Village by the Contractor, and the Village may select another vendor to provide such Services as the Village deems appropriate.

18. THE VILLAGE'S REMEDIES

18.1. If it should appear at any time prior to final payment that the Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Contractor's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after the Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

18.1.1. The Village may require the Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring the Services into compliance with this Agreement;

18.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Agreement Price;

18.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

18.1.4. The Village may withhold any progress payment or final payment from the Contractor, whether or not previously approved, or may recover from the Contractor, any and all costs but not exceeding the amount of the Agreement Price, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

18.1.5. The Village may recover any damages suffered by the Village as a result of the Contractor's Event of Default.

19. NO COLLUSION

19.1. The Contractor hereby represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor hereby represents that the only persons, companies, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, company, or corporation. If at any time it shall be found that the Contractor has in procuring this Agreement, colluded with any other person, company or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

20. ENTIRE AGREEMENT

20.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements,

either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

21. GOVERNING LAW AND VENUE

21.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

21.2. Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

22. NOTICE

22.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service or email transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

Village Manager	_____
Village of Oak Park	_____
123 Madison Street	_____
Oak Park, Illinois 60302	_____
Email: villagemanager@oak-park.us	_____

22.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

22.3. Notice by email transmission shall be effective as of date and time of electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Central Standard Time). In the event electronic notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

23. BINDING AUTHORITY

23.1. The individuals executing this Agreement on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

24. HEADINGS AND TITLES

24.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

25. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

25.1. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

25.2. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

26. EFFECTIVE DATE

26.1. As used in this Agreement, the Effective Date of this Agreement shall be the last date of its execution by the parties as set forth below.

27. AUTHORIZATIONS

27.1. The Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Contractor's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager warrants that she has been lawfully authorized to execute this Agreement. The Contractor and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

28. EQUAL OPPORTUNITY EMPLOYER

28.1. The Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 are incorporated herein if applicable.

28.2. In the event of the Contractor's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

28.3. The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

28.4. In all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

CONTRACTOR

By: Cara Pavlicek
Its: Village Manager

By:
Its:

Dated: _____, 2018

Dated: _____, 2018

ATTEST

ATTEST

By: Vicki Scaman
Its: Village Clerk

By:
Its:

Dated: _____, 2018

Dated: _____, 2018