



VILLAGE OF OAK PARK

REQUEST FOR PROPOSALS: PROFESSIONAL TESTING SERVICES FOR FIRE AND POLICE

DATE ISSUED: March 6, 2019

I. REQUEST FOR PROPOSALS - INSTRUCTIONS AND SPECIFICATIONS

The Village of Oak Park ("Village") and the Village of Oak Park Fire & Police Commission ("Commission") is requesting proposals from qualified Contractors to provide comprehensive, professional testing and pre-employment services for Fire Department and Police Department Entry-Level and Promotional Testing. The successful Contractor will have the proven ability to develop, validate, administer, and score assessment centers and written exam for entry-level and promotional testing of Entry-Level Firefighter Paramedic, Fire Lieutenant, Fire Battalion Chief, Entry-Level Police Officer and Police Sergeant as well as acting as a resource in the hiring of key leadership positions in the Oak Park Fire and Police Department. The selected vendor will also analyze test results and provide final results.

The Village will receive proposals at the Human Resources Department, Monday through Friday, 8:30 a.m. to 5:00 p.m., at 123 Madison, Oak Park, Illinois 60302. Proposals will be accepted until 5:00 p.m. (local time) March 27, 2019. Firms responding to this Request for Proposals must submit three (3) copies of their proposals in sealed envelopes, and must conform to the format specified below.

The Village reserves the right to accept or reject any and all proposals or to waive technicalities. Information concerning this request for proposals is available from Julia Scott-Valdez, Assistant Village Manager/Human Resources Director, 123 W. Madison, Oak Park, Illinois 60302. Ms. Scott-Valdez can be reached by telephone at the following number, (708) 358-5652, or via e-mail at jvaldez@oak-park.us.

The documents constituting this request for proposals are listed below. Respondents are responsible for the completion of Sections II through IX, in their entirety and in the order presented below. Missing information or proposals that are deemed by the Village to be incomplete will not be considered for award.

- | | |
|------|--------------------------------|
| I | CALL FOR PROPOSALS |
| II | BACKGROUND INFORMATION |
| III | SCOPE OF SERVICES |
| IV | AWARD OF CONTRACT |
| V | DETAILED SPECIFICATIONS |
| VI | PROPOSAL FORM |
| VII | COMPLIANCE AFFIDAVIT |
| VIII | ORGANIZATION OF PROPOSING FIRM |
| IX | E.E.O. REPORT |

Upon formal award to the successful Contractor, an agreement will be executed for the performance of services and payment of agreed-upon fees.

Below is a tentative schedule for the request for proposal, evaluation of responses, selection and approval of a preferred firm or firms ("Service Providers"), and implementation of insurance benefits:

Last Day to Submit Questions:	March 27 2019
Proposals due to Human Resources Department	March 29, 2019
Tentative: Interviews of preferred firm(s) (if needed)	April 15, 2019
Recommendation to Village Manager of preferred firm(s)	April 3, 2019
Village Board approval	April 15, 2019
Execution and implementation work plan & work flow	Week of April 22, 2019
Effective date of service	May 1, 2019

II. BACKGROUND INFORMATION

The Village is a full-service home rule municipal corporation located in Cook County, Illinois. Oak Park is a thriving, transit-oriented community of about 52,000 people located immediately west of the City of Chicago and known for its great neighborhoods, architectural heritage and innovative public policy initiatives. Within its 4.5 square miles live one of the region's most diverse mixes of cultures, races, ethnicities, professions, lifestyles, religions, ages and incomes.

The Village provides a full range of municipal services including fire protection, ambulance, police, highway and street maintenance, building code enforcement, public improvements, economic development, planning, zoning, transportation, water and sewer services and general administrative services.

The Village operates under the village manager form of government. An elected legislative board consisting of a president and six trustees set policy and a professional manager oversees the day-to-day administration of government. Village services and programs are delivered by about 370 employees.

The Oak Park Board of Fire and Police Commission comply with Illinois State Statutes on the hiring, firing and promotional rules and regulations for firefighters and police officers. The Consultant may provide testing services for the creation of Entry-Level and Promotional Lists for any or all of the following positions in the Oak Park Fire and Police Departments:

- Entry-Level Firefighter/Paramedic
- Fire Lieutenant
- Fire Battalion Chief
- Entry-Level Police Officer
- Police Sergeant
- May act as a resource for Police Commander hiring
- May act as a resource for Police and Fire Deputy Chief and Chief hiring

The consultant selected shall be an independent professional consultant/consulting firm. All testing shall fully comply with the laws of the State of Illinois, the Village Code of the Village of Oak Park, and the Rules and Regulations of the Oak Park Board of Fire and Police Commissioners and the Collective Bargaining Agreements.

III. Scope of Services:

The scope of services covered in this RFP is to establish a working relationship with a vendor that can develop and administer the pre-employment posting, screening and testing processes for entry-level positions in the Village Fire and Police Departments and develop and administer assessment centers and written examination portions of the Fire and Police promotional exams.

A. Entry-Level:

1. Developing testing schedules, rule sheets, and process for selection of candidates
2. Post, advertise and administer applications for entry-level fire and police candidates
3. Provide initial screening to ensure qualified candidates for the written exam
4. Develop, administer, and score a written exam.
5. Provide exam orientation
6. Develop scoring procedures and scoring for all tests.
7. Provide documentation necessary to fulfill professional and legal requirements.
8. Maintain security of test material.

B. Promotional:

1. Make recommendations on appropriate test procedures and provide options and alternatives (if appropriate), and administer assessment services for Fire Officer and Police Sergeant including the following:
 - Facilitating practical assessments for eligible candidates.
 - Providing orientation meetings with candidates the day before the actual assessment day.
 - Recruiting and training assessors and proctor(s).
 - Developing testing schedules, rule sheets, and process for selection of candidates' testing positions.
 - Coordinating and administering assessment centers.
 - Providing feedback at the end of the testing session.
 - Maintain security of test material.
 - Develop scoring procedures and provide same-day scoring for all tests.
2. Provide feedback on candidates' examination results to the appropriate Command Staff.
3. Provide documentation necessary to fulfill professional and legal requirements.
4. Assist with responding to examination appeals which result from the testing procedure and rescore tests if necessary.
5. Assessment center tests will be negotiated between the Village and the Vendor to ensure a comprehensive, competitive, and challenging process is provided for the desired qualities of the position.
6. Develop, administer, and score a written exam utilizing Fire Service text and related publication resources that are relative to the fire service in conjunction with department supplied policies and procedures selected by the Oak Park Fire Department. Develop, administer, and score a written exam utilizing Illinois Statute and other police related publication resources that are relative to police operations and the supervision of police personnel in conjunction with department supplied policies and procedures selected by the Oak Park Police Department.
7. Provide a resource list of textbooks and publications used to create written examinations.
8. Provide expert testimony in court, if necessary.

All promotional exercises will be unique to the specific testing cycle and based on policies, procedures, and methods of the Village of Oak Park Fire and Police Department that are in effect at the time of testing. The selected vendor will utilize input from the Village to formulate exercises and evaluation of the processes.

The consultant may be asked to assist the Village of Oak Park and the Oak Park Board of Fire and Police Commissioners and the individual department to the extent necessary the following:

- Staff and Commission training as needed
- May act as a resource for Police Commander hiring
- May act as a resource for Police and Fire Deputy and Chief hiring
- May act as a resource for Police and Fire pre-employment psychological examinations

The Village reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interest of the Village.

IV. AWARD OF CONTRACT

A. Contract Term

The Village anticipates awarding an initial minimum contract for two years, after which the Village will have the right to renew for an additional one year period of time.

B. Authorization

Any agreement with a selected Contractor must be reviewed and approved by the Village Attorney, approved and authorized by the Village of Oak Park Board of Trustees, and executed by the Village Manager. The Contractor is advised that Village staff, other than the Village Manager, have no authority to sign agreements or modify existing agreements on behalf of the Village and that any such agreements are null and void. The agreement shall be in substantially the form of the Professional Services Agreement attached hereto.

C. Payments

All invoices will be paid within 30 days of approval. Charges for late payments must be in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, requiring a maximum interest penalty of 1% per month or portion thereof.

D. Termination for Non-appropriation of Funds

The Village reserves the right to terminate any multiyear agreement if the Village's Board of Trustees fails to appropriate funds for this purpose in any subsequent fiscal year. All funds for payments after December 31st of the current fiscal year are subject to Village appropriation for this purpose.

E. Service Provider Personnel Assigned to the Village of Oak Park Account(s)

The Village reserves the right to accept or reject any staff designated by the service provider to manage the Village account(s). If no suitable replacement staff is provided, the Village reserves the right to terminate the contract.

F. Confidentiality

The Service Provider shall keep the Village's testing process confidential.

G. Subcontracting

The Service Provider shall not assign or subcontract any portion of the services to be provided without the written approval of the Village. The Service Provider assumes responsibility for

performance of all Sub-Contractors, whether or not authorized. In the event of a merger of a service provider with another firm, this contract will be transferable to the successor firm only upon the approval of the Village President and Board of Trustees.

H. Insurance Requirements

The selected Service Provider must purchase and maintain for the length of the agreement and coverage shall be provided as set forth in the attached agreement.

V. DETAILED SPECIFICATIONS

All firms interested in providing PROFESSIONAL TESTING & PRE-EMPLOYMENT SERVICES FOR FIRE AND POLICE to the Village of Oak Park must provide detailed responses for each of the questions listed below. Be sure to indicate next to your response the question that is being answered. If the answer is contained within any attached marketing material, please indicate precisely where the response to the particular question is located.

A. Characteristics and Qualifications of the Firm

1. Describe the history and organization of your firm. Include number of employees, number of offices, locations and financial information.
2. Provide a detailed summary of similar services to local governments in the State of Illinois of similar size to the Village of Oak Park and include references where this experience may be verified.
3. Name the principal and other key personnel who will be fully responsible for the Village. Provide a resume or statement of professional qualifications, related educational background and professional certifications of the personnel assigned to this account. Also, list each person's title as it is conveyed professionally within the firm and their particular area of expertise.
4. Provide proof of any applicable certifications, licenses and credentials of staff committed to this contract including their names and documentation of their training successfully completed.
5. Provide a price proposal as set forth in this RFP.
6. Provide forms and reports as set forth in this RFP, including time frames for the provision of said forms and reports to the Village.

B. Price Proposal

Service Providers shall provide an itemized list of available procedures and associated prices to fulfill the Scope of Services outlined in this RFP. Under each service list each procedure that will be included and the associated price. If there are services offered at no cost, please indicate services in the list with \$0 indicated for cost.

C. Forms and Reports

Provide samples of all forms your facility uses to report exam/test results and specify how quickly test results will be available for the Village. Indicate which results can be completed, submitted or retrieved online. Please provide samples of invoices, statements and any other accounting reports. Indicate which of these documents can be accessed online.

E. Legal Compliance

Comply with all state and federal laws and regulations pertaining to occupational health services licensed in the State of Illinois.

D. Reference List

1. Provide evidence of the firm's experience in providing service for other unionized municipalities.
2. List other accounts the firm has served and indicate whether the Village may independently contact such accounts for an appraisal of comparable services they have received from your firm.

E. Evaluation Process

1. A Selection Committee will evaluate the technical proposals submitted using the Evaluation Criteria detailed below.
2. The Selection Committee will select the proposal which is most responsive to the Village's requirements and based on the ability and fee, appears to be best able to serve the Village.
3. Award of the Contract must be approved by the Village's Board of Trustees.

F. Evaluation Criteria

1. Proposals shall provide a straight-forward, concise description of the Service Provider's capabilities to satisfy the requirements of this RFP. Award will be made to the vendor who represents the best overall quality and value to the Village and proposals will be evaluated with an emphasis on the following:
 - i. Qualifications and experience providing testing and promotional services for government agencies similar to the Village.
 - ii. Performance (quality and efficiency) providing testing and promotional services to government agencies.
 - iii. Industry knowledge of Fire and Police testing and promotional processes
 - iv. Service availability, ease of process, customer service and convenience.
 - v. Proven systems in place for timely communication and follow-up.
 - vi. Price.
2. During the evaluation process, the Selection Committee may, at its discretion, request any one or all Contractors to make oral presentations. Such presentations will provide Contractors with an opportunity to answer any questions the Selection Committee may have on a firm's proposal. Not all Contractors may be asked to make such oral presentation.

V. PROPOSAL FORM

The undersigned proposes to provide professional testing services for entry-level and promotional processes for Fire and Police Department in the Village of Oak Park as follows:

Fee for Specified Work: – Defined in Price Proposal (Attach)

Hourly Rate(s) for Specified Work – Specify below

_____	\$ _____
_____	\$ _____
_____	\$ _____

Other Pricing - Specify below

_____	\$ _____
_____	\$ _____
_____	\$ _____

Proposal Signature: _____

State of _____), County of _____)

_____, 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 their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their proposal from the Contract Specifications and has checked the same in detail before submitting their Proposal; that the statements contained herein are true and correct.

Signature of Contractor authorizes the Village of Oak Park 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.

Organization Name
(Seal - If Corporation)

By: _____ Dated: _____
Authorized Signature

Address

Telephone

E-mail

Subscribed and sworn to before me this

_____ day of _____, 2016.

Notary Public

VI. COMPLIANCE AFFIDAVIT

I, _____ being first duly sworn on oath depose and state as follows:

(Print Name)

1. I am the (title) _____ of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. The Proposing Firm 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 proposal based on the request and verified the facts contained in the proposal in detail before submitting it;
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm 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 relating to "Proposing Requirements".
6. Neither the Proposing Firm nor its affiliates is barred from contracting with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm 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 contract and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the contract in civil action.
7. I am familiar with Section 13-3-2 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 Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**

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.

8. All statements made in this application are true and correct.

Signature: _____

Printed Name _____

Title: _____

Name of Business: _____

Business Address: _____
(Number, Street, Suite #)

(City, State & Zip)

Telephone: _____ Fax: _____

Email: _____

Web Address: _____

Subscribed to and sworn before me this _____ day of _____, 2015.

Notary Public

VII. ORGANIZATION OF PROPOSING FIRM

(Complete Applicable Paragraph Below)

- (a) **Corporation:** The Service Provider is a corporation, operating under the legal name of _____
_____, is organized and existing in good standing under the laws of the State of _____
_____ and is authorized to conduct business in the State of Illinois. The full names of its
Officers are:

President _____

Secretary _____

Treasurer _____

The Name and Address of its Registered Agent is: _____

(Name)

(Number, Street, Suite #)

(City, State & Zip)

The corporation has a corporate seal. (In the event that this proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

- (b) **Partnership:** The Service Provider is a Partnership operating under the name _____

The following are the names, addresses and signatures of all partners:

_____ Name Signature	_____ Address
_____	_____
_____	_____
_____	_____
_____	_____

(Attach additional sheets if necessary.) If so, check here _____.

If the partnership does business under an assumed name, the assumed name is _____
which is registered with the Cook County Clerk and the partnership is otherwise in compliance with
the Assumed Business Name Act, 805 ILCS 405/0.01 et.seq.

- (c) **Sole Proprietor:** The Service Provider is a Sole Proprietor. If the Vendor does business under an
Assumed Name, the Assumed Name is _____, which is
registered with the Cook County Clerk. The Vendor is otherwise in compliance with the Assumed
Business Name Act, 805 ILCS 405/0.01 et.seq.

(d) **Affiliates:** The name and address of any affiliated entity of the business, including a description of the affiliation: _____

The name and address of any affiliated person of the business entity, including a description of the affiliation. _____

Signature of Owner

VIII. VILLAGE OF OAK PARK EQUAL EMPLOYMENT OPPORTUNITY REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this proposal. For assistance in completing this form, contact the Finance Department at 708-358-5470. An EEO-1 Report may be submitted in lieu of this report

1. Vendor Name: _____
2. Check here if your firm is:
 _____ MBE _____ WBE _____ DBE _____ None of the above
3. What is the size of the firm's 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 contract. Forms will be furnished to the lowest responsible bidder with the notice of contract award, and these forms must be completed and submitted to the Village before the execution of the contract by the Village.

EEO REPORT (An EEO-1 Report may be submitted in lieu of this 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 Finance Department at 708-358-5471.

Job Categories	Total Employ	Total Male	Total Femal	Males				Females				Total Minorities
				Blac k	Hisp a nic	Ameri can Indian	Asian & Pacifi	Blac k	Hisp anic	Ameri can India	Asia n & Paci	
Officials &												
Professionals												
Technicians												
Sales												
Office &												
Semi-Skilled												
Laborers												
Service												
TOTAL												
Management												
Apprentices												

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

_____, being first duly sworn, deposes and says that he/she is

(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 _____, 2016.

END OF PROPOSAL

Attachment A



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this _____ day of _____, 2019, 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 "Consultant").

RECITAL

WHEREAS, the Village intends to have professional services performed by the Consultant for testing and assessment services related to the entry level application and testing process for the Village's entry level patrol officers examination process pursuant to the Consultant's Proposal dated _____, attached hereto and incorporated herein by reference (hereinafter referred to as the "Consultant's Proposal") and the Village's Request for Proposals dated March 6, 2019, incorporated herein as though fully set forth.

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

1. RECITAL INCORPORATED.

1.1. The above recital is incorporated herein as though fully set forth.

2. THE SERVICES OF THE CONSULTANT.

2.1. The Consultant shall provide the Services set forth in the Consultant's Proposal (hereinafter referred to as the "Services") after receiving written authorization by the Village. The Village shall approve the use of subconsultants by Consultant to perform any of the Services that are the subject of this Agreement.

2.2. The Consultant shall submit to the Village all reports, documents, data, and information set forth in the Consultant's Proposal in a format customarily used in the industry. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Consultant shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to the Consultant's failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between provisions of the Consultant's Proposal and this Agreement, this Agreement shall control to the extent of such conflict.

2.4. The Village Authorized Representative. The Village's Human Resources Director or the Director's designee shall be deemed the Village's authorized representative for purposes of this Agreement, 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 Consultant 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 Consultant with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

1. 2.5. The Consultant's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Consultant 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 Consultant and with the effect of binding the Consultant. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Consultant as having been properly and legally given by the Consultant. The Consultant 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 18 of this Agreement.

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

2.7 In case of a conflict between provisions of the Consultant's Proposal and this Agreement, this Agreement shall control to the extent of such conflict.

3. COMPENSATION FOR THE SERVICES.

3.1. The Village shall compensate the Consultant for the Services as set forth pursuant to the Consultant's Proposal in an amount not to exceed \$13,300.00. The Consultant shall be paid not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Consultant. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

3.2. The Village may, at any time, by written order, make changes regarding the general scope of this Agreement in the Services to be performed by the Consultant. If such changes cause an increase or decrease in the amount to be paid to the Consultant 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 Consultant shall be furnished without the written authorization of the Village.

3.3. The Consultant shall, as a condition precedent to its right to receive a progress payment, submit to the Village an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase.

3.4. 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 Consultant is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing the consultants Services; (4) delay in the progress or completion of the Services; (5) inability of the Consultant to complete the Services; (6) failure of the Consultant to properly complete or document any pay request; (7) any other failure of the Consultant 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 Consultant of cause for withholding within fourteen (14) days of the Village's receipt of an invoice.

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Consultant 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 the Consultant 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 Consultant under this Agreement.

4. TERM AND TERMINATION.

4.1. This Agreement shall commence on its effective date as defined herein and conclude at 11:59 p.m. on December 31, 2020.

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 18 below of its intent to terminate.

4.2. If this Agreement is terminated by either party, the Consultant 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 Consultant pursuant to this Agreement.

5. INDEMNIFICATION.

5.1. The Consultant shall, without regard to the availability or unavailability of any insurance, either of the Village or the Consultant, indemnify, save harmless, and defend the Village, its officers, officials, employees, agents, and volunteers against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Consultant, but only to the extent caused by the negligence of the Consultant or its subconsultants or their respective employees.

6. INSURANCE.

6.1. The Consultant shall, at the Consultant'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 6. The Consultant 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 Consultant shall require any of its subconsultants to secure and maintain

insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village, its officers, officials, employees, agents, and volunteers as set forth in this Agreement.

6.2. 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. Coverage for all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

(B) Professional Liability:

- i. Per Claim/Aggregate \$2,000,000.00
- ii. Coverage for all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant, and the Consultant'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, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Consultant shall require each subconsultant similarly to provide Worker's Compensation Insurance. In case employees engaged in hazardous work under this Agreement are not protected under Worker's Compensation statute, the Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(D) Comprehensive Automobile Liability:

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits:

Combined Single Limit	\$1,000,000.00
-----------------------	----------------

(E) Umbrella:

- i. Limits:

Each Occurrence/Aggregate

\$2,000,000.00

- (F) The Village, its officers, officials, employees, agents, and volunteers shall be named as additional insureds on all insurance policies set forth herein except worker's compensation and professional liability. The Consultant 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.

6.3. The Village and the Consultant 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 Consultant's Services.

6.4. The Consultant understands and agrees that, except as to professional liability, any insurance protection required by this Agreement or otherwise provided by the Consultant, 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 Consultant waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

7. SUCCESSORS AND ASSIGNS.

7.1. The Village and the Consultant 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 off this Agreement. Except as above, neither the Village nor the Consultant 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 benefits hereunder to anyone other than the Village and the Consultant.

8. FORCE MAJEURE.

8.1. Neither the Consultant 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.

9. AMENDMENTS AND MODIFICATIONS.

9.1. 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 Consultant.

10. STANDARD OF CARE.

10.1. The Consultant is responsible for the quality, technical accuracy, timely completion, and coordination of all 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.

10.2. The Consultant shall promptly make revisions or corrections regarding its Services resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of the Consultant's Services shall not relieve the Consultant of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies the Consultant thereof within one year of completion of the Consultant's Services.

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

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

10.5. The Consultant 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 Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement.

10.6. The Consultant 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 Consultant's, or its subcontractors',

performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

11. DOCUMENTS AND BOOKS AND RECORDS.

11.1. Reports, examinations, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Consultant 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 project and payment to the Consultant 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 Consultant shall have the right to retain copies of the Documents for its files. The Consultant shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

11.2. The Consultant's Documents and records pursuant to this Agreement shall be maintained and made available during performance of the Services under this Agreement and for three (3) years after completion of any Services. The Consultant 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 given notice to the Consultant not to dispose of or destroy said Documents and to require the Consultant to deliver same to the Village, at the Village's expense. The Consultant and any subconsultants 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 Consultant 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 Consultant 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 Project 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.

11.3. The Consultant shall have the right to include among the Consultant's promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by the Consultant pursuant to this Agreement (collectively "Work Products"). The Village shall provide professional credit to the Consultant in

the Village's development, promotional and other materials which include the Consultant's Work Products.

11.4. The Consultant 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 Consultant. The Consultant shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. The Consultant agrees to 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 Consultant's actual or alleged violation of the FOIA, or the Consultant'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 Consultant request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Consultant 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 Consultant 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 Consultant's request to utilize a lawful exemption to the Village.

12. SAVINGS CLAUSE.

12.1. 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.

13. NON-WAIVER OF RIGHTS.

13.1. 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.

13.2. This Agreement shall not prohibit the Consultant from providing Services to any other public or private entity or person. In the event that the Consultant 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 Consultant, and the Village may select another consultant to provide such Services as the Village deems appropriate.

14. THE VILLAGE'S REMEDIES.

14.1. If it should appear at any time prior to payment for Services provided pursuant to this Agreement that the Consultant 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 Consultant'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 Consultant'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:

14.1.1. The Village may require the Consultant, 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 Consultant and the Services into compliance with this Agreement;

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

14.1.3. 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;

14.1.4. The Village may withhold any payment from the Consultant, whether or not previously approved, or may recover from the Consultant any and all costs, 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

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

II. 15. NO COLLUSION.

15.1. The Consultant hereby represents and certifies that the Consultant 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 Consultant 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 Consultant hereby represents that the only persons, firms, 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, firm, or corporation. If at any time it shall be found that the Consultant has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant 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.

16. ENTIRE AGREEMENT.

16.1. 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.

17. GOVERNING LAW AND VENUE.

17.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

18. NOTICE.

18.1. 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, email or facsimile 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:

If to the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Fax: 708-358-5101
Email: villagemanager@oak-park.us

If to the Consultant:

Fax: _____
Email: _____

18.2. 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.

18.3. Notice by email or facsimile transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email or facsimile 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.

19. CONFIDENTIALITY.

19.1. With respect to the disclosure of data or other information by the Village or Contractor, the other party shall hold all information in strict confidence for as long as the information remains confidential and not public or otherwise disclosed unless as required by law. The Village and the Consultant shall never disclose or make any use of any information and never copy any such information or remove it from the other's premises, except such use as is required in the performance of the Contractor's duties for the Village. Before providing any data or other information to a third party, the disclosing party shall secure the permission of the other party in writing to provide such data or other information to the third party.

19.2. The obligation set forth in Section 19.1 above shall not apply if: (i) the information to be disclosed has otherwise become public knowledge through no fault of the disclosing party where the disclosing person was not under an obligation not to disclose such information; (ii) the information to be disclosed was available to the disclosing party prior to its disclosure; (iii) the information is independently developed by the disclosing party; or (v) the information is disclosed as required by law.

19.3. The Village and the Consultant shall always use all reasonable precautions to assure that all information and data is properly protected and kept from unauthorized persons and shall do so pursuant to current industry standards for data protection and privacy. All information, documents, records and other materials provided by the Village or the Consultant shall be returned to the other party upon.

20. BINDING AUTHORITY.

20.1. The individuals executing this Agreement on behalf of the Consultant 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.

21. HEADINGS AND TITLES.

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

22. COUNTERPARTS; OR PDF SIGNATURES.

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

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

23. EFFECTIVE DATE.

23.1. As used in this Agreement, the effective date of this Agreement shall be the last date of its execution by one of the parties hereto.

24. EQUAL OPPORTUNITY EMPLOYER.

26.1. The Consultant is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein as though fully set forth.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

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

CONSULTANT

By: Cara Pavlicek
Its: Village Manager

Date: _____, 2019

By:
Its:

Date: _____, 2019

ATTEST

ATTEST

By: Vicki Scaman
Its: Village Manager

Date: _____, 2019

By:
Its:

Date: _____, 2019