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**Request for Proposals (RFP)**

**For Comprehensive Sustainability and Climate Action and Resiliency Plan**

**Village of Oak Park**

**Date Issued:  
June 22, 2021**

**Proposal Deadline:  
Monday, July 26, 2021 at 5:00 p.m. local time**

**Sealed Proposals to be returned by email to:  
Mindy Agnew, Sustainability Coordinator  
[magnew@oak-park.us](mailto:magnew@oak-park.us)**

**Monday – Friday  
8:30 am to 5:00 pm**

VILLAGE OF OAK PARK

PROJECT NAME:     **Comprehensive Sustainability and Climate Action and  
Resiliency Plan**  
DATE ISSUED:       **June 22, 2021**

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**REQUEST FOR PROPOSALS FOR Comprehensive Sustainability and Climate Action and Resiliency  
Plan**

The Village of Oak Park (“Village”) is seeking proposals from qualified firms to provide professional services for the development of a Comprehensive Sustainability and Climate Action and Resiliency Plan (S/CARP) that ensures all planning will be designed for equity and inclusion of all residents and plan to set an interim 2030 Science-Based Target to reach climate neutrality by 2050. The required services and performance conditions are described in Section II.

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## Section I. General Requirements

### A. *Introduction and Mandatory Terms*

The Village of Oak Park (“Village”) serves an area of four and one-half square miles located eight miles west of downtown Chicago. Oak Park has a population of 52,104 (based on 2010 Census). The Village’s population is diverse in income levels, age, and professions with a stimulating mixture of racial, religious and ethnic groups. Oak Park is a Home Rule community and operates under the Board-Manager form of government, in which an elected legislative body, consisting of the President and a Board comprised of six Trustees, hires a professional Manager to oversee the day-to-day operations of all governmental services and programs, and carry out the policy directives set out by the elected officials.

The Village of Oak Park (“Village”) is seeking proposals from qualified firms to provide professional services for the development of a Comprehensive Sustainability and Climate Action and Resiliency Plan (S/CARP).

Proposers are to submit one PDF copy via email and may optionally submit one hardcopy. Proposals should be emailed directly to [magnew@oak-park.us](mailto:magnew@oak-park.us). The optional hardcopy proposal will be accepted Monday through Friday, 8:30 A.M. to 5:00 P.M. at the Village of Oak Park, Sustainability Department-Village Manager’s Office, Attention: Mindy Agnew, 123 Madison Street, Oak Park, Illinois, 60302. Submissions received after the submittal time may be rejected.

There is no pre-proposal conference currently scheduled.

All questions must be submitted via email to Mindy Agnew [magnew@oak-park.us](mailto:magnew@oak-park.us) no later than July 2, 2021. Responses will be provided to the known list of RFP recipients by July 8, 2021 as well as on our website at <http://www.oak-park.us/bid>.

Responses will be reviewed and evaluated in private, and all information regarding status will be kept confidential until a decision is made and a recommendation provided to the Village Board for approval.

### B. *Presentation of Request for Qualifications*

The Village reserves the right to select a short list of service providers at its own discretion to present their qualifications, respond to questions, and supply supplemental information.

### C. *Service Provider Notification*

Service providers will be notified in writing of further questions and/or decisions.

*D. Award of Contract*

A contract or equivalent agreement may be executed once one or more respondents are found to be qualified, a selection of the most qualified is determined by the evaluation committee, and the Village Board approves the award and expenditure.

Any agreement with a selected Consultant must be reviewed and approved by the Village Attorney, as well as approved and authorized by the Village of Oak Park Board of Trustees and executed by the Village Manager. The Vendor 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 would be deemed null and void. The agreement with the selected Consultant shall be in a form substantially similar form to the "Professional Services Agreement" attached hereto and incorporated herein by reference as Attachment VI.

*E. Taxes Not Applicable*

The Village as a municipality pays neither federal excise tax nor Illinois retailer's occupational tax.

*F. Interpretation of the Request for Proposal Document*

Any service provider in doubt as to the true meaning of any part of this document may request an interpretation thereof from the Village or its representative. The person requesting the interpretation shall be responsible for its prompt delivery. At the request of the Service Provider or in the event that Village management deems the interpretation to be substantive, the interpretation will be made by written addendum duly issued by the Village.

In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the requested RFP specifications initiated by the Village, a copy of such addendum will be posted on the Village's Website, [www.oak-park.us/bid](http://www.oak-park.us/bid). The Village will not assume responsibility for receipt of such addendum. In all cases it will be the service providers' responsibility to obtain all addenda issued.

*G. Listing of Subcontractors and/or Sub-consultants*

In order that the Village may be assured that only qualified and competent subcontractors and/or sub-consultants will be employed on the proposed project, each Service Provider shall submit with their response a list of subcontractors and/or sub consultants who may be called upon to perform any part of the work. The consultant shall have determined to their own satisfaction that a listed subcontractor and/or sub consultant has been successfully engaged in this particular type of work for a reasonable length of time and is qualified both technically and financially to perform that pertinent phase of the work for which they are listed.

*H. Competency of Service Provider*

No submission will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Service Provider, if requested, must present evidence of ability and possession of necessary facilities, and financial resources to comply with the terms of the scope of services.

*I. Subletting of Contract*

No contract awarded by the Village shall be assigned or any part sub-contracted without the Village's written consent. In no case shall such consent relieve the vendor from its obligations or change the terms of the contract.

*J. Laws and Ordinances*

The Service Provider will strictly comply with all ordinances and codes of the Village of Oak Park and applicable Federal and State of Illinois laws and regulations.

*K. Term of Agreement*

The vendor shall provide services described in this document for a minimum of a one (1) year term. Alternative terms greater than one 1 year may also be proposed for consideration.

*L. 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.

*M. Termination for Non-appropriation of Funds*

The Village reserves the right to terminate any 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's appropriation for this purpose.

*N. 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.

*O. Confidentiality*

The Service Provider shall keep the Village's employee data and all related data confidential.

*P. Insurance Requirements*

The Service Provider understands and agrees that any insurance protection required by the contract or otherwise provided by the Service Provider shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, volunteers and agents as herein provided and provided in the attached Professional Services Agreement.

*Q. Hold Harmless and Indemnity*

Notwithstanding any limitations or restrictions applicable to any insurance or bonds required hereunder, the Service Provider shall defend, indemnify and hold the Village of Oak Park and its officers, officials, employees, volunteers and agents harmless from and against any and all liability, loss, damage, claim, payment or expense, including attorney fees, which the Village or its officers, officials, employees, and agents may incur resulting from or arising out of any error or omission in the performance of the agreement by the Service Provider, including, without limitation, errors or omissions in the handling, accounting for, or transferring of funds, or to work, services or systems or products provided in the performance of the agreement by the Service Provider or its employees, agents, servants, associates, contractors, subcontractors, or assignees and as said forth in the attached Professional Services Agreement.

*R. Tentative Schedule*

Below is a tentative schedule for the request for proposal, evaluation of responses, selection and approval of a preferred vendor:

RFP Posted	June 22, 2021
Questions due	July 2, 2021
Proposals due to Sustainability Department	July 26, 2021
Proposals reviewed	August 9, 2021
Selection Decision	August 18, 2021
Resolution / Contract Approval	August 30, 2021
Service start date	September 8, 2021

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## Section II. Specific Requirements

### Scope of Work:

The Village is seeking proposals from qualified consultants to prepare a Comprehensive Sustainability and Climate Action and Resiliency Plan (S/CARP) for the Village of Oak Park, Illinois. The S/CARP will serve as a guide in conjunction with the Village of Oak Park's Comprehensive Plan 'Envision Oak Park' representing five key guiding principles – diversity and inclusion, urban sustainability, respect for Oak Park's history and legacy, collaboration and cooperation, and thriving neighborhoods. The chosen firm must possess the demonstrated ability to perform the services detailed below.

### Services:

#### Objective & Overview

The Village of Oak Park is seeking consultants to assist in the development of a Sustainability and Climate Action and Resiliency Plan (S/CARP) that will serve as a comprehensive strategy to incorporate essential planning elements that accelerate transformational action to achieve the objectives of the Paris Agreement guiding principles – an integrated and inclusive plan that addresses the need to reduce greenhouse gas emissions, adapt to the impacts of climate change, and deliver wider social, environmental and economic benefits. The Paris Agreement also commits to increasing the resilience to the impacts of climate change by setting Science-Based Target goals to achieve emissions neutrality by 2050.

The Village seeks to build on the momentum of existing sustainability initiatives to establish coherent direction to lay out detailed plans for attaining goals and key performance indicators for monitoring progress. The S/CARP will establish a clear understanding of the capital and long-term operating costs and social, equity and economic benefits associated with these commitments.

The S/CARP should demonstrate how the Village will deliver on its commitment to address climate change in the context of the Paris Agreement and the April 22, 2021 Biden Administration's national goal to reduce America's emissions by 50-52% by 2050.

#### The S/CARP will:

1. Develop a sustainability and climate action and resiliency plan framework that sets direction and overall goals, suggests initial priority actions and proposes high-level implementation pathways to achieve them in order to deliver an emissions neutral Village by 2050, and set an ambitious interim target for 2030.
2. Demonstrate how the Village will adapt and improve its resilience to the climate hazards that may impact the Village now and in future climate change scenarios.
3. Evaluation of existing sustainability plans and programs and recommend opportunities to create more value in emission reduction strategies.
4. Evaluation of existing housing stock and recommend opportunities to create more



value in emission reduction strategies.

5. Engage with the community to outline the social, equity, environmental and economic benefits expected from implementing the S/CARP, and establish ways to ensure equitable distribution of these benefits to the Village's population.
6. Detail the Village's governance powers, short and long-term sustainability budget parameters matched to set goals, and capacity, as well as identify the partners who need to be engaged in order to accelerate the delivery of the mitigation targets and resilience goals.

This can be done by:

1. Considering adaptation and mitigation in an integrated way that includes a Climate Vulnerability Assessment that will identify top hazards, assess vulnerability and build an action plan that will also include identifying interdependencies to maximize efficiencies and minimize financial risk.
2. Setting an evidence-based inclusive and deliverable S/CARP for achieving transformational mitigation and adaptation.
3. Establishing a transparent process to monitor delivery, communicate progress and update sustainability and climate action planning in line with governance and reporting systems.

## Background

Community involvement in sustainability and resiliency planning in the Village began in 2005 and 2007 with the collection of baseline metric data that included energy use, transportation, solid waste and water use with accompanying greenhouse gas emissions to help inform the 2011 Community-based Sustainability Planning for the Village (Plan it Green-Oak Park River Forest Sustainability Plan). *Note: The net result has been an estimated 35% reduction in combined Village and Community GHG emissions against a 2007 baseline.*

In 2017, at the North American Climate Summit, then Mayor Anan Abu-Taleb, joined by global leaders, signed the Chicago Climate Charter into agreement pledging to:

1. Achieve a percent reduction in carbon emissions in line with the Paris Agreement;
2. Quantify, track and publicly report city emissions, consistent with standards and best practices of measurement and transparency;
3. Advocate alongside other mayors for greater local authority and flexibility to develop policies and local laws that empower cities to take aggressive action on climate;
4. Recognize and include groups traditionally underrepresented in climate policy with a more inclusive equity planning process to ensure that every member of the community benefits from the plan while reducing the root causes of inequities in climate risk;
5. Incorporate the financial and social risks of climate change and its impacts into local infrastructure and emergency planning through strategies of adaptation and resilience;
6. Support strong regional, state, and federal policies and partnerships, as well as private sector initiatives, that incentivize the transition to a new climate economy; and
7. Partner with experts, communities, businesses, environmental justice groups, advocates, and other allies to develop holistic climate mitigation and resilience solutions.

In 2021, newly elected Village President Vicki Scaman is working with ICLEI's leaders toward climate neutrality as part of the UNFCCC's Cities Race to Zero Initiative.

The Race to Zero is an opportunity to listen to the demands of constituents, develop new green economies, and foster innovation. With ICLEI's assistance, ICLEI leaders participating in the Cities Race to Zero will:

1. **Endorse:** the following Principles:
  - a. We recognize the global climate emergency.
  - b. We are committed to keeping global heating below the 1.5° Celsius goal of the Paris Agreement.
  - c. We are committed to putting inclusive climate action at the center of all urban decision-making, to create thriving and equitable communities for everyone.
  - d. We invite our partners – political leaders, CEOs, trade unions, investors, and

civil society – to join us in recognizing the global climate emergency and help us deliver on science-based action to overcome it.

2. **Pledge:** at the head-of-organization level to get to zero greenhouse gas emissions as soon as possible and by 2050 at the latest. Set a 2030 interim target reflecting maximum fair share effort to reach 50% global CO2 reductions.
3. **Plan:** the actions necessary to achieve both the 2030 and 2050 targets within 12 months of joining.
4. **Proceed:** with high-impact action to achieve the targets during 2021
5. **Publish:** report Race to Zero actions by 2022

### **2021 - Oak Park Community Commission Feedback:**

The Village has undertaken a variety of measures, including inclusive energy and water efficiency and cost-saving renewable energy programs, adoption of electric vehicles (EV), EV charging station installations, residential curbside compost pick-up 'CompostABLE' program and a variety of other measures to reduce the environmental impact of Village operations. The Village's activities have been supported and encouraged by active community stakeholders, and future plans under consideration include extensive grassroots engagement with an equity lens in support of climate goals and other sustainability initiatives.

Prior to release of this RFP, the citizen Environment and Energy Commission (EEC) shared recommendations for the RFP:

1. Consultants should have experience with equity and community engagement processes.
2. The community is seeking more direction on the benefits and impacts of installing more EV charging stations.
3. The Village is challenged with green space and seeks more information on green rooftops for gardens and/or possible on-site solar opportunities.
4. A commitment to the equivalent of industry approved reporting protocol disclosures like CDP Cities reporting standards.
5. Expand utilization of solar power and reduce the Village's GHG emissions by targeting energy utilization in the renter population through the possibility of subsidized investment in greener rentals.
6. Planning for deliverables on reporting of projects approved by the Board including annual reporting on energy sector providers.
7. Work with community stakeholders to ensure there is buy-in.

S/CARP development and approval will be closely coordinated with the Village's Comprehensive Plan Envision Oak Park so the S/CARP and the Comprehensive Plan will inform each other to the maximum extent possible.

## Aspirations

The Village seeks to build on this momentum with a new S/CARP designed to set and meet or exceed GHG reduction goals with Science-Based Targets, and do so in ways that improve access for all, quality of life, build prosperity, and improve resilience for our community and future generations. The Village is prepared to set a very high bar, and to subject that high bar to accountability and reporting, in the hopes that we develop approaches and innovations that could be of benefit to other communities. The S/CARP will set aspirational yet achievable GHG reduction Science-Based Targets for 2030, and present a framework of sustainability initiatives to meet or exceed the Paris Agreement aspirational goal of net zero GHG emissions by 2050.

The Village also recognizes that while climate is the compelling front-of-mind issue, it represents only one element of a comprehensive sustainability strategy. The Village seeks a sustainability framework that moves beyond a purely anthropocentric focus and integrates natural ecosystems including urban tree carbon accounting and living systems into the urban sustainability framework. Therefore, the Village intends to use the S/CARP process as a platform to engage the broader discussion and develop a comprehensive implementation roadmap that addresses three critical domains of action:

The *Infrastructure* of things and systems (including biodiversity and natural ecosystems, buildings, transportation, and information) that we build to enable our lives;

The *Resources* (energy, water, waste and materials management) that flow through our community including a plan for a circularity study that captures circular economy logic that can address risks of security of supply of natural resources and identify practical and scalable opportunities to alleviate these concerns and move toward an economy that is regenerative and as waste-free as possible; and

The *Behaviors* (including beliefs, commitments, and actions, as well as policies) we enact to fulfill our aspirations.

## Request

The Village is seeking consultants to work with staff, community organizations, regional and state agencies, and other experts to develop a comprehensive, robust and innovative S/CARP that will:

- audit existing initiatives and build plans and programs to create more value while decreasing greenhouse gas emissions in the community based on science, scalability and pragmatism;
- clearly explain the community's sustainability challenges, and the challenges and opportunities it faces in meeting more ambitious sustainability and GHG reduction goals;
- serve as a mechanism to assess and tie together the Village's existing and developing sustainability initiatives, strategies and plans with the Village Board and community's goals;
- establish a set of cohesive sustainability strategies, implementation plans and

metrics for measuring progress, and for ensuring optimal decarbonization results and contributions to regional and State strategies and initiatives;

- work with the ICLEI ClearPath for Climate Action Planning platform (GHG reduction strategizing/planning);
- work with the Temperate Adaptation Planner platform used to develop vulnerability assessment and resilience planning;
- review current sustainability program activities including the current sustainability plan, sustainability programs and the existing Capital Improvement Plan (CIP) and evaluate and assess priority recommendations based on greater GHG emission reduction targets and what actions to prioritize. Assessing the costs and benefits of each measure is important to ensure what we are doing is optimal toward net zero goals, and whether there is a need for re-evaluation of costs. Once this is complete, assemble the specific measures into the overall plans, which should meet climate action plan goals within established financial budget constraints;
- establish a set of cohesive sustainability strategies, into a combined S/CARP format, with implementation plans, and metrics for measuring progress, and for improving the Village's reduction of greenhouse gas emissions, and advance the integration of sustainable practices into the overall community in a systematic, coordinated and financially responsible manner;
- establish a transparent process to monitor delivery, communicate progress and update sustainability and climate action planning in line with established governance and reporting systems;
- create actionable S/CARP implementation plans with a timeline, budget and metrics;
- create a dashboard and/or scorecard to report progress;
- provide non-proprietary sample work product example/s;
- provide all data sources that inform applicable research.

The Consultant will conduct this work in collaboration with the Village's Sustainability Staff. The S/CARP must conform to standard industry practices, and developing national, regional and Illinois standards for S/CARP developments. The details below invite your creativity in crafting an integrative approach that delivers the greatest possible benefit, and the greatest possible value.

Required elements:

#### *Scoping & Inventory*

Review existing State, Regional, and Village Sustainability (CIP, energy efficiency programs, Board Goals, etc.) plans. Evaluate the S/CARP approach taken by regional agencies and cities over the past two years. Emissions inventories for the years 2005, 2007, 2017, 2018 and 2019 will be shared. Collate all Village emissions data in a single software platform to maintain emissions inventories, analyze prospective scenarios, and re-track and report progress. The Village prefers the following platform:

- ICLEI ClearPath for Climate and Energy Management Suite of services, and

#### *Energy, Transportation, Waste and Ecosystems*

Develop an in-depth knowledge about the GHG drivers related to transportation, electricity, energy, waste and ecosystems in the Village and Cook County.

Use these models as the basis for setting specific goals for GHG reductions.

## Scenarios

Develop emissions reduction scenarios, that include:

- quantitative goals and intermediate milestones
  - identification and analysis of the technical, financial, policy, behavioral, and other requirements to implement each of those scenarios
- Our working assumption is that these scenarios would explore:
- The Science Based Targets needed to achieve emissions reduction goals by 2030 in order to achieve carbon-neutrality by 2050

Note: These options are explicit innovation drivers. While they may seem impractical to achieve given present knowledge, and while they are not goals that the Village would commit to without additional knowledge, we believe that the exploration of a science-aligned goal of the highest ambition may disclose opportunities and strategies that would not be uncovered by a more moderate approach.

## Implementation Strategies

Develop emission reduction strategies and implementation plans, including intermediate goals, policies, actions, metrics, timelines, budgets, and briefing documents for each of the scenarios. These strategies should include policies and actions that the Village government can: undertake on its own; require of or encourage from residents and businesses; pursue in collaboration with other jurisdictions.

Assess existing Village systems for tracking and managing performance against this plan, and recommend management system and/or information systems improvements where appropriate.

Identify opportunities to pursue in collaboration with other jurisdictions or private/public partnerships.

### A. Sustainability Roadmap

Develop a comprehensive, high-level sustainability roadmap to guide Village efforts across the broad range of environmental sustainability initiatives, including those without explicit GHG drivers.

### B. Identify Additional Financing Options to Implement Projects

Research and propose short and long-term financing strategies that could facilitate Village, Utility, and Community actions in fulfillment of this S/CARP.

### C. Public Engagement and Feedback

Design and conduct a public engagement process to actively solicit input into the development of these scenarios, and to vet the draft goals and strategies developed. S/CARP public engagement will be conducted in coordination with the Sustainability and Climate Action Planning that includes a vulnerability assessment. This would include an engagement process that allows residents to provide their experiences with climate hazards and vulnerabilities and future issues anticipated with climate risks.

*D. Coordination with Comprehensive Plan*

Ensure that S/CARP is in sync with the Village's Comprehensive Plan Envision Oak Park. The final document will be incorporated into the Village's Comprehensive Plan as supplemental material.

*E. Reporting*

Produce and deliver a) an engaging, attractive, easy-to-read internal staff and additional public-facing report and corresponding PowerPoint presentation, b) action plans, timing, dependencies, a sequence over 5 years, c) documentation to support findings, with data sources that inform the research, and basis for the recommendation that may include data on total costs, GHG reductions, percent of total emissions as well as any co-benefits identified, d) key metrics aligned with the CDP-ICLEI Unified Reporting System to track success.

The report should include findings, goals, recommendations, and action plans. It must conform with basic requirements for S/CARP and be compatible with the Paris Agreement and Global Covenant of Mayors guidelines.

Identify or develop workflows and technical solutions to streamline the S/CARP process in the future.

*F. Project Planning and Management*

Including: meetings with Village staff, presentations to the Village Board, and community meetings. Document meetings, public input, research, basis for findings, and other relevant elements in a manner suitable for retention by the Village. (Please propose the meeting schedule that you recommend.)

*G. Program Assessment*

Assess and promote or identify gaps in existing and developing programs, plans, reports and inventory of the Village's community sustainability actions and effectiveness of existing Village efficiency and GHG reduction initiatives, including but not limited to Village buildings, fleet, procurement, and Utility programs.

Refer to the Village's Comprehensive Plan ("Envision Oak Park") for the community snapshot of Housing and Land Use as well as the history of Adopted Plans and Policies. A key characteristic to note: over 65% of the housing stock in Oak Park was built prior to 1940. The Village is seeking decarbonization solutions that include a Residential (owner and rental) Sustainability Retrofit Plan to address the Village's residential housing stock as well as solutions that will benefit the institutional, commercial and local business districts.

*H. Implementation plans*

Assess the Sustainability Goals and Objectives in the comprehensive plan "Envision Oak Park" and develop detailed High Impact Action (HIA) scenarios and project implementation plans based on available local, regional and state roadmaps that align with the goals of the Paris Agreement and the Global Covenant of Mayors.

*I. Dashboards and Scoreboards*

Identify or develop open software applications such as PowerBI for web dashboards (enterprise, web, and mobile), accessible to both Village staff and the Oak Park community, to provide real-time visibility into the catalog and status of the Sustainability Work Plan Budget initiatives (dashboard) and performance status against established goals and milestones (scoreboard) at a variety of scales. Oak Park uses the ICLEI ClearPath platform to provide the data and tools to create and track goals and performance data.

*J. Transportation*

Develop an in-depth knowledge about the GHG drivers related to transportation in the local Oak Park and Cook County Area. Review the travel demand model used in the Comprehensive Plan process. Use that model as the basis for understanding and reducing commute, VMT (vehicle miles traveled) and non-commute GHG contributions.

*K. Energy Efficiency*

Assess Oak Park's current and projected goals and actions across all operations and reference the Comprehensive Plan to strengthen energy diversity and resiliency and minimize overall energy consumption and increase investment in more efficient energy sources.

*L. Water*

Assess Oak Park's goals and actions to conserve water and improve water quality. Oak Park water treatment is provided by MWRD (Metropolitan Water Reclamation District). Oak Park owns and operates a local water pumping station that could be disrupted under potential climate change scenarios.

*M. Waste and Recycling*

Oak Park's comprehensive plan includes aspirations of becoming a zero waste Village and welcomes the development of a comprehensive action plan built around specific waste reduction strategies.

*N. Healthy and Sustainable Food*

Assess Oak Park's comprehensive plan that includes goals to provide access to locally produced, healthy and sustainable food.

*O. Innovation and Civic Community Engagement*

Assess current resources and Identify opportunities to create additional space for innovation to access and create new tools toward resilience, health and economic prosperity access for all residents.

*P. Buildings*

Identify and evaluate innovative building strategies and policies that promote the reduction of greenhouse gases, resilience, and advancement of construction practices that help meet those targets. An evaluation of Village-owned facilities should be included. Village-operated facilities data has been input into Energy Star Portfolio Manager.



*Q. Advance Policies for Green Infrastructure to Build a Resilient, Sustainable Community*

Comprehensive planning in Oak Park considers anticipated climate change to alter the natural environment with more frequent and severe weather events. Assess and recommend objectives the Village can take to prepare and make the community more resilient to the resulting impacts, and audit existing policies for potential modifications and new policies to be enacted.

*R. Commonwealth*

Inventory and assess community assets and liabilities that preserve and enhance commonwealth for future generations (including, for example, biological resources and physical infrastructure); and design legacy plans that increase resilience and adaptation in the face of climate change.

*S. Land Use*

Identify and evaluate land-use policies and biological resource management policies that could contribute to GHG reduction, resilience, and development of the commonwealth.

Identify opportunities to integrate natural ecosystems and species into the urban sustainability framework, identify and evaluate synergies and conflicts.

*T. Climate risk and adaptation strategies*

Assess Oak Park's climate risk using the existing Temperate Vulnerability Assessment process platform and propose adaptation strategies to reduce that risk. Identify 3 to 5 climate hazard-community system pairings for assessing: 1) degree of vulnerability and 2) adaptive capacity to respond to climate change for each of the pairings. Assessment can include developing and administering a community survey, hosting a series of community workshops to gain input on which community systems should be prioritized.

*U. Marketing and Communications plan*

Research existing plans and collaborate to design (and manage) a marketing and communications campaign to generate active community engagement in developing, approving, and implementing the S/CARP.

*V. Innovation*

Propose any other elements, approaches, and initiatives that you deem relevant to effectively address the Village's goals. (The Village will look most favorably on innovations that we deem practical, and that can integrate with the S/CARP, the Comprehensive Plan, and other initiatives.)

**Professionalism and Confidentiality**

The firm will use the highest standards of professionalism in performing the services and will maintain the confidentiality of information learned in the course of performing the services, except to make necessary reports to representatives of the Village.

If a Service Provider cannot meet any of the specifications, expectations or services in Section II, or takes exception to any of the terms or conditions presented, these exceptions should be distinctly noted in the appropriate sections. If no exceptions are presented, the Village will assume full capabilities as described in Section II.

\* \* \* \*

## Section III. RFP Response Instructions

### A. *Proposal Format*

Proposals should be prepared simply and economically, providing a straight-forward, concise description of proposer capabilities to satisfy the requirements of this request.

Emphasis should be placed on completeness, simplicity and clarity of content. All proposal responses must be in the following format:

1. Cover Letter
2. Table of Contents
3. Respondent Background
4. Proposed Scope of Service
5. Proposed Schedule of Implementation
6. References
7. Cost Proposal
8. Attachments

The desired information for each of these sections is described below.

#### 1. *Cover Letter*

The cover letter should contain the name of the proposing Service Provider (and/or third party vendors), the address of the proposing officer(s), and the contact individual(s) authorized to answer technical, price, and contract questions. Contact information should include telephone number, fax number, mailing address, and email address. The cover letter must be signed by a person or persons authorized to bind the proposer(s).

#### 2. *Table of Contents*

The contents of the proposal shall be included in an index at the beginning of the proposal and should include all contents and attachments.

#### 3. *Respondent Background*

This section should include the full name and principal address of the respondent. Include the state in which the vendor is incorporated to operate and the date of incorporation if applicable.

The Village requests that proposing service provider set forth the names of a designated account executive or relationship manager, as well as an alternate. The designated account executives must have the authority to make timely decisions in the normal course of business on their own. In addition, describe the organization of any additional staff team which would service the account. Provide a listing of the entire proposed staff team, including name, title, and length of service with the vendor. Additional qualifications and experience on similar accounts may be included.

4. *Proposed Scope of Services*

In addition to addressing the topics covered in this proposal with regards to scope of work and reports required, include any other pertinent information you feel will set you apart from other proposers.

If there are any services offered in addition to what the Village has requested that may be of interest to the Village, please describe those in an additional subsection at the end of your response to the scope of services.

5. *Proposed Schedule of Implementation*

Discuss the implementation effort and lead time that would be required to establish the services requested in this RFP. Include the detailed steps involved and your proposed schedule for meeting each step. Please also provide detailed working assumptions as to what the schedule is based upon such as availability of Village resources, etc.

6. *References*

Provide a list of client references of similar sized and/or municipal accounts which the proposer has served over the past two years and is currently serving. Provide no fewer than three references. Provide a contact person, telephone number, and email address for each referenced customer.

7. *Cost Proposal*

All service providers must utilize *Attachment I. Cost Proposal Form* to officially submit pricing information. Service providers may provide additional documentation. However, evaluations will utilize Exhibit A to compare costs.

8. *License to Provide Service in Illinois and Disclosures*

Service providers shall provide an affirmative statement indicating that the firm and all assigned key professional staff have any applicable licenses to provide service in the State of Illinois.

Service providers shall identify and describe any pending or previous litigation the firm was involved in over the past five (5) years which dealt with the quality of services and/or of pricing of products provided.

9. *Attachments*

*Please provide completed executed originals of the following required attachments:*

- I. Cost Proposal Form
- II. Compliance Affidavit
- III. M/W/DBE Status
- IV. EEO Report
- V. No Proposal Explanation (if needed)

## Section IV. Proposal Evaluation

Proposals will be evaluated by Village staff. Evaluation will be based on criteria outlined herein which may be weighted by the Village in a manner it deems appropriate. All proposals will be evaluated using the same criteria and weighting. The criteria used will be:

- A. *Responsiveness to RFP*  
The Village will consider all the material submitted to determine whether the Service Provider's offering is in compliance with this RFP.
- B. *Ability to Perform Current and Projected Required Services*  
The Village will consider all the material submitted by each service provider, and other relevant material it may otherwise obtain, to determine whether the proposer is capable of and has a history of successfully completing contracts of this type.
- C. *Experience and Relevant Knowledge*  
The Village will assess the experience and relevant knowledge of the proposed dedicated team of personnel.
- D. *Financial Stability*  
At the Village's sole discretion, additional requests may be made to a Service Provider, including but not limited to, audited, reviewed, or compiled financial reports, a copy of recent tax return/s, recent bank statements, or other similar information. Such information will be considered confidential and only used to provide confidence to the Village that Service Provider is expected to continue as an ongoing-concern during the applicable contractual term.
- E. *References*  
The Village may contact references directly to inquire about the quality and type of services currently being provided to other customers.
- F. *Cost Proposal*  
The Village will evaluate aggregate services based on the overall cost effective approach to providing the services requested in this RFP.
- G. *Optional Interviews and/or Site Visits*  
The Village may, at its sole option, conduct interviews and/or site visits as part of the final selection process. Teleconferencing is an acceptable option.



## Attachment I. Cost Proposal Form

Vendor shall state as part of its proposal a written description of its quality assurance method to be utilized to ensure proper indexing of all documents.

Provide cost proposal based on the proposed operations schedule under Section II in the space provided below:



## Attachment II.      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 ("Firm") and am authorized to make the statements contained in this affidavit on behalf of the Firm.
2. The 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 for Proposals 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 Firm nor its affiliates<sup>1</sup> 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 "Proposing Requirements".
6. Neither the 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 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 Firm under the contract in a 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.
8. All statements made in this Affidavit are true and correct.

Signature: \_\_\_\_\_

Printed Name \_\_\_\_\_

Name of Business: \_\_\_\_\_

Your Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

(Number, Street, Suite #)

(City, State & Zip)

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<sup>1</sup> 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.



Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Web Address: \_\_\_\_\_

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public



## Attachment III. M/W/DBE Status

Please fill out their form completely. Failure to respond truthfully to any questions on their form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of proposal. An incomplete form will disqualify your proposal.

1. Vendor Name: \_\_\_\_\_
2. Check here if your firm is:  
☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)  
☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)  
☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned  
☐ None of the above

*(Copies of all certification letters must be included)*

3. What is the size of the firm's current stable work force?  
☐ Number of full-time employees  
☐ Number of part-time employee

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment IV. EEO Report

### 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 Bid. An incomplete form will disqualify your Bid.

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

Vendor 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 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 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
 ( Signature )

\_\_\_\_\_  
 ( Date )



## Attachment V. No Proposal Explanation

If your firm does not wish to submit a proposal, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a proposal.

Thank you

Department: Sustainability Department-Village Manager's Office  
Project Name: **Comprehensive Sustainability and Climate Action and Resiliency Plan**  
Date Issued: June 22, 2021

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Comments:

Signed: \_\_\_\_\_

Phone: \_\_\_\_\_



## Attachment VI. Agreement

### **PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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").

### **RECITALS**

**WHEREAS**, the Village intends to have services performed by the Consultant pursuant to the Village's Request for Qualifications dated December 13, 2019 (hereinafter referred to as "RFP"), attached hereto and incorporated herein by reference, and the Consultant's Proposal, attached hereto and incorporated herein by reference; and

**WHEREAS**, the Consultant has represented to the Village that it has the necessary expertise to provide cloud-based transparency communication and reporting solutions that transform complex financial and non-financial data into simple visualizations for use by internal and external stakeholders; and

**WHEREAS**, the Consultant has expressed its willingness to furnish its services subject to the 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 CONSULTANT AND TERM OF AGREEMENT.**

2.1. 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. Consultant shall submit to the Village all reports, documents, data, and information set forth in the Village's RFP 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. Consultant shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to Consultant's failure to provide any required submittal in conformance with this Agreement.

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

2.4. Village Authorized Representative. The Chief Financial Officer (CFO) or the CFO'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. 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 Consultant with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.5. Consultant's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, 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 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 Consultant. 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. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Consultant. The Consultant's services under this Agreement are being performed solely for the Village's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

### **3. COMPENSATION FOR SERVICES.**

3.1. The Village shall compensate Consultant for the Services as set forth pursuant to the Consultant's Qualifications in an amount not to exceed \$ \_\_\_\_\_. 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 Consultant. If such changes cause an increase or decrease in the amount to be paid to 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 Consultant shall be furnished without the written authorization of the Village.

3.3. 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; and (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 Consultant is liable under this Agreement; (3) claims of subconsultants, suppliers, or other persons performing Consultants Services; (4) delay in the progress or completion of the Services; (5) inability of Consultant to complete the Services; (6) failure of Consultant to properly complete or document any pay request; (7) any other failure of 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 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 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 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 Consultant under this Agreement.

#### **4. TERM AND TERMINATION.**

4.1. This Agreement shall be for a one (1) year term beginning 12:01 a.m. on \_\_\_\_\_, 2021 through 11:59 p.m. on \_\_\_\_\_.

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 not less than ten (10) calendar day's written notice pursuant to Section 18 below of its intent to terminate.

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

#### **5. INDEMNIFICATION.**

5.1. Consultant shall, without regard to the availability or unavailability of any insurance, either of the Village or 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 Consultant, but only to the extent caused by the negligence of Consultant or its subconsultants or their respective employees.

#### **6. INSURANCE.**

6.1. Consultant shall at 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. 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, whichever 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	\$ 2,000,000.00
Personal Injury	\$ 2,000,000.00
- 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 shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who provide Services, and in case work is sublet, Consultant shall require each subconsultant similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under the Workers' Compensation Act, 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. Comprehensive Automobile Liability coverage shall 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
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(E) **Umbrella:**

- i. Limits:

Each Occurrence/Aggregate

\$5,000,000.00

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

6.4. 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. 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 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 of this Agreement. Except as above, neither the Village nor 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 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 Consultant.

## **10. STANDARD OF CARE.**

10.1. 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. 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 Consultant's Services shall not relieve Consultant of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Consultant thereof within one (1) year of completion of Consultant's Services.

10.3. Consultant shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by 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 Consultant.

10.4. 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. 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 Consultant with respect to this Agreement.

10.6. 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 Consultant's, or its subconsultants', 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 Services and payment to 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. Consultant shall have the right to retain copies of the Documents for its files. 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. 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. 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 give notice to Consultant not to dispose of or destroy said Documents and to require Consultant to deliver same to the Village, at the Village's expense. 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. All books, records and supporting documents related to this Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and 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 section shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. 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 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.

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

11.4. Consultant shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (5 ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after the Village issues notice of such request to Consultant. Consultant shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. Consultant agrees to defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, 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, Consultant shall 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. Consultant shall defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and shall 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 Consultant from providing services to any other public or private entity or person. In the event that 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 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 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 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 business days after 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 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 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 Consultant, whether or not previously approved, or may recover from 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 Consultant's Event of Default.

14.2. In addition to the above, if Consultant fails to complete any required Services pursuant to this Agreement, the Village shall be entitled to liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day the Services remains uncompleted. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the required Services are not completed on time.

## **15. NO COLLUSION.**

15.1. Consultant hereby represents and certifies that 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 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.* 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 Consultant has in procuring this Agreement, colluded with any other person, firm, or corporation, then 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.

17.2. 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, 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:

If to the Village:

If to the Consultant:

Village Manager  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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 transmission shall be effective as of date and time of 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 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. BINDING AUTHORITY.**

19.1. 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.

**20. HEADINGS AND TITLES.**

20.1. 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.

**21. COUNTERPARTS; FACSIMILE OR PDF/MAIL SIGNATURES.**

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

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

**22. EFFECTIVE DATE.**

22.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village Manager for the Village of Oak Park executes this Agreement as set forth below.



## **23. AUTHORIZATIONS.**

23.1. The Consultant's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Consultant's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager and Village Clerk warrant that they have been lawfully authorized to execute this Agreement. The Consultant 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.

## **24. EQUAL OPPORTUNITY EMPLOYER.**

24.1. 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 Consultant 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 Consultant shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

24.2. In the event of the Consultant'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 Consultant 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.

24.3 In all solicitations or advertisements for employees placed by it on its behalf, the Consultant 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.

**[REMAINDER OF 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: \_\_\_\_\_, 2020

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2020

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Christina M. Waters  
Its: Village Clerk

Date: \_\_\_\_\_, 2020

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2020