VILLAGE OF OAK PARK

REQUEST FOR PROPOSALS

RFP NUMBER: LGL-2026-1

FOR

ELECTRONIC LEGAL RESEARCH SERVICES

ISSUED: October 23, 2026
PROPOSAL DEADLINE: November 20, 2026 at 5:00 p.m. CST

PROPOSALS TO BE RETURNED BY EMAIL TO:

LAW DEPARTMENT
ATTN: TONY S. FIORETTI
ASSISTANT VILLAGE ATTORNEY
VILLAGE OF OAK PARK
Email: tony.fioretti@oak-park.us

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VILLAGE NOTICE TO CONTRACTORS

The Village will accept proposals by email to Tony S. Fioretti, Assistant Village Attorney, Village of Oak Park, tony.fioretti@oak-park.us until 5:00 p.m. on November 20, 2026. Proposals shall cover the following:

ELECTRONIC LEGAL RESEARCH SERVICES
RFP Number: LGL-2026-1

The Village reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept any item of any proposal and to accept the proposal(s) deemed most advantageous to the Village. Information is available from the Law Department, Village of Oak Park, tony.fioretti@oak-park.us, 708-358-5660.

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

I. GENERAL INFORMATION

Oak Park, Illinois is a thriving community of about 54,583 people located immediately west of the City of Chicago. Known for its architectural heritage and diverse population, Oak Park boasts one the region's most diverse mixes of cultures, races, ethnicities, professions, lifestyles, religions, ages and incomes within its 4.5 square miles. Oak Park has a population density of more than 11,500 residents per square mile and its housing units are roughly fifty percent single family units and fifty percent multi-family units. Oak Park is rich in public transit with Metra, the Green Line, the Blue Line, Pace and CTA which all service the community. Oak Park also has a rich history related to the quality of the build environment with more structures built by renowned architect Frank Lloyd Wright than any other community in the world. Oak Parkers have championed fair housing, integration and equal treatment of all regardless of their differences. They have embraced historic preservation and environmental sustainability, including recycling, green energy and water conservation. Oak Park's municipal services are delivered by staff of about 400 employees, most housed in the Village Hall, which is listed on the National Register of Historic Places. The Oak Park Police Department is currently headquartered in the lower level of the Village Hall.

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

II. PURPOSE AND INVITATION TO SUBMIT PROPOSALS

The Village of Oak Park (Village) is seeking proposals for an electronic legal research platform for its in-house law department and for use by other departments, including its Department of Administrative Adjudication. The Contract term desired is for a period of three (3) years from April 1, 2027 to March 30, 2030, with an option to renew for another three (3) years thereafter. Various departments within the Village use electronic legal research services to search primary legal sources such as the State and federal constitutions, statutes, case law, regulations, county and municipal ordinances, and secondary sources as part of their functions in resolving legal questions posed as a part of their respective job duties and resolving legal questions posed by Village staff and officials. Illinois state and federal case law, Illinois state and agency sources are necessary to be included within the available research database.

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

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

- the Contract documents;
- project scope and work tasks to be accomplished;
- specifications; and
- insurance requirements and required documentation.

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

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

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

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

III. STATEMENT OF WORK

The Village seeks responsible bidders who are able to provide flexible, cost-effective access to comprehensive materials in federal and state law from all United States Jurisdictions, and from both primary and secondary sources. The access must include the ability for users to search, view, email, link to, and print the full text of all documents. The access must be through the internet and the Contractor's website from which users conduct research must be compatible with at least two of the three major web browsers (Microsoft Edge, Firefox, and Chrome).

Contractor must be able to include access to public databases for the purpose of conducting skip-trace searches in order to locate customers for collections, defendants for litigation, and witnesses for matters involving the Village. The access should include access to organize available information into reports that assist in locating a person by name, telephone number or other known identifiers.

Contractor must provide all services, except for training, 24 hours per day every day.

A single database must reside on Contractor's own website and be maintained exclusively by Contractor. Each Contractor should provide a detailed description of the materials included in the service being offered including citation searching capabilities, pagination of materials within the database for citation purposes, search criteria, features,

and capacities of the service.

The Village requires three (3) licenses for the Legal Research products and capability for up to five (5) users of any skip-tracing product offered.

Legal Materials

Contractor must provide access to a comprehensive set of primary and secondary legal materials from all United States jurisdictions. This subsection details all of the legal materials to which the Village requires access.

As used in this subsection, a source is "available" if, as of the commencement of any contract awarded from this RFP, the Contractor maintains the source and makes it available to any subscriber, unless the Contractor is required to pay a licensing fee to a third party for providing access to subscribers. If a source is not available as of the time of commencement of the contract but becomes available during the term of the contract, the Contractor must immediately add the source of services and inform the contract administrator of the addition.

For each of the materials listed in this subsection, (a) Contractor must provide the Village with access to the source if (or when) it is available, and (b) if a source is unavailable to Contractor, Contractor must indicate that in the proposal, and may (but is not required to) either offer to provide a cost savings to permit the Village to obtain the source elsewhere or propose a method for providing the Village with access to the source.

The Village requires to the following legal materials, at a minimum:

1. All available Illinois primary materials, including any trial and appellate court decisions, pattern jury instructions, and including any available archives, images of materials, and annotated version.
2. All available Illinois state agency materials, including Workers' Compensation materials, insurance, and other published administrative agency decisions;
3. All available Illinois Administrative codes and regulations.
4. The following federal primary materials, including any available archives and annotated versions:
    a. United States Constitution;
    b. United States Code;
    c. Federal Rules of Evidence, Civil Procedure, and Appellate Procedure;
    d. All available opinions, decisions, and orders of all United States Courts and administrative agencies;
    e. Code of Federal Regulations;
    f. Court rules;
    g. Federal Register;
    h. U.S. Public Laws and bill tracking; and
    i. Illinois Local Rules.
5. The following primary materials for every state and possession of the United

States:

a. Published opinions of all courts; and
b. Statutes.

6. All available Illinois specific secondary materials, including treatises and Law Reviews and Journals.
7. The following secondary materials, including any available archives and annotated versions:
    a. Restatements of the Law;
    b. ALRs;
    c. Uniform Laws;
    d. Model codes;
    e. All major U.S. law reviews and journals;
    f. A legal dictionary;
    g. A set of comprehensive treatises describing or analyzing the law nationwide in the subject areas that may be handled by the state courts, particularly the following subject areas:
        i. Administrative Law;
        ii. Attorney Professional Responsibilities/Duties;
        iii. Bankruptcy;
        iv. Civil Rights;
        v. Commercial Transactions (U.C.C.);
        vi. Constitutional Law;
        vii. Consumer Law;
        viii. Contracts;
        ix. Corporations and other legal entities (partnerships, LLCs, LLPs, etc.)
        x. Criminal Law (including constitutional criminal law);
        xi. Criminal Procedure;
        xii. Education/School Law;
        xiii. Evidence;
        xiv. Family Law (divorce, child support, parentage, assisted reproduction, parental rights, spousal support, grandparents' rights, guardianships, adoptions);
        xv. Federal Practice and Procedure;
        xvi. Insurance;
        xvii. Labor and Employment Law;
        xviii. Land Use/Zoning;
        xix. Municipal Law;
        xx. Public Utilities;
        xxi. Real Property (including foreclosures);
        xxii. Search and Seizure, or criminal constitutional law generally;
        xxiii. State and Local Taxation;
        xxiv. Statutory Construction;
        xxv. Torts;
        xxvi. Wills and Trusts; and
        xxvii. Workers' Compensation.
8. Contractor may also provide access to sources not listed here.

Editorial Content and Services

Contractor must supply the Village with access to all of its available propriety editorial content and services, including but not limited to any headnotes, digests, topical indexes, classification systems, and the like.

Citation Service

Contractor must supply the Village with any available citation service that lists or analyzes citations to any sources that are provided, while **minimizing the chances of "hallucinated" content within the results**.

User Interface; Functionality

1. Compatibility with Browsers and Computers

Contractor must deliver a service that is accessible and fully functional using any modern computer running Windows using Microsoft Edge, Firefox, or Chrome.

2. Reliability of Service

Contractor must have a history of supplying reliable service through the internet with very minimal periods of unavailability or slowness of the service.

3. Search Capabilities

Contractor's service must allow users flexibility in searching for documents and the ability to be either specific or general in specifying search criteria, depending on the needs of the user. The service should give users the ability to (in approximate order of importance):

a. Search by word or phrase;
b. Search using common or natural language;
c. Search synonyms and alternative spellings to the search terms entered by the user;
d. Use root expanders and universal characters;
e. Search using Boolean connectors (and, or, and preferably but not);
f. Specify proximity between search terms;
g. Search by field or document segment;
h. Edit searches;
i. Refine/Filter search results, or limit search results with a second search;
j. Search across multiple databases or types of documents; and
k. Retrieve search history for a minimum of thirty (30) days.

4. Search Organization

When viewing search results (*i.e.,* the list of documents that meet the search criteria), users should be able to (in approximate order of importance):

a. Sort and order results by court, date, relevance, or case type;
b. View language from each document that includes and surrounds the search terms;

c. Select multiple cases for downloading or printing; and
d. Print or download the search results (*i.e.*, the list of citations and document language provided as part of the search results).

5. Retrieval and Format of Documents

The service must allow users, with no additional cost, to:

a. Retrieve documents (preferably with the ability to do so in bulk) either from search results or by citation;
b. Create a link from any electronic document that the user produces (such as memos and draft opinions) to a source/document in the service;
c. Easily and quickly print or download all or a portion of retrieved documents (preferably with the ability to do so in bulk); and
d. Email retrieved documents (preferably with the ability to do so in bulk).

6. Each retrieved document:
    a. Must be marked or paginated so that the user can determine the Bluebook citation for any portion of the document.
    b. Should be capable of highlighting the search terms and allow for easy navigation to the search terms.
    c. Should contain hyperlinks for all citations in the document where feasible, so that the user can retrieve authorities cited in the document by clicking on the citations.
    d. Should allow the user to highlight, copy and paste language from the document preferably with the ability to include an automatically generated citation – ideally including a pinpoint citation in a public-domain format (for Illinois cases) – to the copied language.
    e. Should contain an easy method for the user to:
        i. Obtain a list of authorities that have cited the retrieved document, preferably with an analysis of the other authorities' citation of the retrieved document (*i.e.*, as cited, followed, overruled, questioned, distinguished, etc.); and
        ii. View the procedural history (previous and subsequent opinions and orders) in the matter.

Alternate Interfaces

If the Contractor offers multiple interfaces for users, the proposal must indicate which interface or interfaces are included in the bid. The Village prefers that all interfaces that the Contractor provides be available to each user and that users be given the option of choosing an interface.

Skip Tracing

Contract should have a public records search product capable of the following searches, including searching public databases for business lookups, credit bureau reporting, property lookups, vehicle searches, and contact information searches.

Contractor's product should have the functionality to return registered vehicle owner records and ownership with the following information with a high degree of confidence:

- License Plate State;
- License Plate number;
- VIN;
- Current Owner name (Individual or Company);
- Current owner address;
- Current owner's telephone number;
- Ownership time window associated with the registered vehicle; and
- The current status of the ownership record, *e.g.*, active, salvage, etc.

Additionally, Contractor's product should include robust skip tracing to supply updated identity and contact information based on inputs that may include:

- License Plate Numbers and State;
- VIN, if known;
- Name (Individual or Company), including Aliases;
- Prior Addresses; and
- Phone Number.

The product must provide the following data with a high confidence rating:

- Updated name, including aliases;
- Updated address;
- Updated telephone number, if available; and
- Updated email address, if available.

Training and Support

1. Initial Training

Contractor must conduct, at no additional cost, training to Village personnel before the start of the contract period. The trainer(s) must be familiar with Windows computers and with the County's research needs and habits.

The Village will make representatives available to the successful Contractor before any training to discuss the Village's training needs.

2. Continuing Training

During the term of the contract, the Contractor must conduct, at no additional cost, additional training at the request of the Village or any of the service's users. The additional training may be via the internet or, if that is not available, by telephone.

3. User Guides

The service should have printable guides and searchable websites available for users to consult for guidance in using the service.

4. Technical Support

Contractor must have available, twenty-four (24) hours per day every day, technical support for users who are unable to connect to or successfully use the service. The technical support should be available by telephone, email, and live chat.

IV. SUBMISSION REQUIREMENTS

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

Responses to this RFP should be in one volume. Brochures and/or information pertaining to the qualifications of the Contractor's company may be submitted but must be included in the single volume. Proposals are required to be submitted via a pdf attachment submitted by email to tony.fioretti@oak-park.us for consideration of a proposal. **All proposals shall be in writing; proposals received after the deadline will be rejected.**

It is the responsibility of the Contractor to submit a proposal in strict conformance with the requestor herein to the Law Department on or before the deadline noted on the Cover Page of this RFP. If delivery occurs beyond these requirements, the proposals will be rejected.

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

A. State the name of the company, address, telephone number, and contact person for the proposal's submission. List statewide offices and identify the office from which the Village account would be serviced. Provide a brief description of the history and organization of the Contractor's company and of any proposed subcontractor.

B. Describe your company's internal organization and the manner in which services will be furnished to the Village. Include and identify those services which may not be available in the local office but are available from your company and how you will access those services. Provide an example of the structure of servicing a current account similar to the Village.

C. Copies of business licenses, professional certifications, or other credentials together with evidence that the Contractor, if a corporation, is in good standing and qualified to conduct business in Illinois.

D. Identify the team structure your company would use on the Village's account. List the names of the proposed account service team and describe each member's service role.

E. Describe the additional benefits of using the Contractor's legal research platform.

F. Describe any Artificial Intelligence integration and risk mitigation tools for artificial-intelligence induced errors in search and content generation, *i.e.* "hallucinated" content and how the Contractor has mitigated these risks.

G. Cost Proposals Page. The Contractor must provide a detailed cost proposal for the required service according to the Cost Proposals sheet contained herein as Attachment 5.

H. A written acknowledgement of the acceptance of the Contracting Requirements set forth in this RFP. Specific terms may be reserved for future negotiation, but the reasons must be clearly identified and given for the reservation.

I. A willingness to use the Village's standard consulting services Agreement (sample available upon request), or **if the Contractor has a standard Software as a Service (SaaS) agreement or subscription agreement, a copy of such agreement must be included with the bid materials.**

J. Disclosure of Ownership Information: The proposals shall give the information regarding the company as required in the Village's Disclosure of Ownership Interests Form, contained herein as Attachment 6.

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

V. REJECTION OF PROPOSALS

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

requirements. Proposals that contain false or misleading statements will be rejected.

VI. AWARD AND EXECUTION OF CONTRACT

Subject to the Village's right to reject any or all proposals, the Contract will be awarded based on Village's staff's recommendation and approval by the Village Board of Trustees.

VII. QUESTIONS REGARDING THE REQUEST FOR PROPOSALS

Questions regarding this RFP may be addressed in writing to Assistant Village Attorney Tony S. Fioretti by email to tony.fioretti@oak-park.us. All questions must be submitted no later than ten (10) business days prior to the date required for submission of proposals. Answers to questions may be posted as an addendum to this RFP.

VIII. CONTRACTING REQUIREMENTS

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

A. Monitoring and Evaluating

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

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

B. Confidentiality

In connection with the agreement, the Village may provide the Contractor with information to enable the Contractor to render the services, or the Contractor may develop confidential information for the Village. The Contractor agrees (i) to treat, and to obligate Contractor's employees to treat, as secret and confidential all such information whether or not identified by the Village as confidential, (ii) not to disclose any such information or make available any reports, recommendations and/or conclusions which the Contractor may make for the Village to any person, company or corporation or use the same in any manner whatsoever without first obtaining the Village's written approval, and (iii) not to disclose to the Village any information obtained by the Contractor on a confidential basis from any third party unless the Contractor shall have first received written permission from such third party to disclose such information.

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

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

C. Insurance

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

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

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

D. Termination

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

IX. SELECTION AND EVALUATION CRITERIA

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

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

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

In addition, the Village maintains a policy of non-discrimination and encourages the efforts of Contractors in providing equal employment opportunity without regard to race, religion, creed, sexual orientation, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status. Pursuant to this policy, contractors are required to provide their M/W/DBE status and applicable EEO Report in the form provided in Attachment 3.

X. SELECTION PROCESS

The Village will select a Contractor on the basis of the responsiveness of a proposal to the RFP submittal requirements, the evaluation criteria stated above, and the demonstrated willingness to execute an acceptable written Contract. The

Village reserves the right to reject any or all proposals and to request written clarification of proposals and supporting materials from the Contractor.

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

Discussions and/or interviews may be conducted with responsible Contractors that have submitted proposals in order to clarify certain elements. All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. In conducting discussion, there shall be no disclosure of information derived from proposals submitted by competing Contractors. However, all such possible disclosures are subject to the Illinois Freedom of Information Act and otherwise governed by the procedures set forth in Article VIII hereinabove. The selection shall be done by the Village's review team and will be recommended to the Village Board of Trustees for final approval.

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

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

XI. GENERAL TERMS AND CONDITIONS

A. Withdrawal of Proposals

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

B. Exceptions to Specifications

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

be made a part of the proposal.

C. Hold Harmless

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

D. Addenda

Any and all changes to these documents are valid only if they are included via written addendum to all Contractors. Each Contractor should acknowledge receipt of any addenda by indicating same in their proposal submission. Each Contractor acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposals therein. Failure to acknowledge any addenda may cause the proposals to be rejected. Addenda information will be made available over the internet at www.demandstar.com or by contacting the Law Department. 708-358-5660.

E. Term

The terms of the Insurance Contractor Services Agreement are anticipated to commence on April 1, 2027 and end on March 30, 2030. The Village may, without cause, terminate the Services Agreement(s) by giving thirty (30) days written notice to the Contractor(s).

F. Non-Appropriation of Funds

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

G. Property of the Village

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

H. Payment Terms

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

I. Disclosures and Potential Conflicts of Interest

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

spouse, and any brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the Village requires all the Contractors including owners or employees to investigate whether a potential or actual conflict of interest exists between the Contractor and the Village, its officials, and/or employees. If the Contractor discovers a potential or actual conflict of interest, the Contractor must disclose the conflict of interest in its Proposal, identifying the name of the Village official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does not on its own, disqualify the disclosing the Contractor from consideration. Information provided by the Contractors in this regard will allow the Village to take appropriate measures to ensure the fairness of the RFP process.

J. Litigation

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

K. Subcontractors

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

L. Contact with Village Personnel

Contractors are prohibited from contacting the Village Manager, Village Board of Trustees, or any other official or employee of the Village with regard to this RFP, other than in the manner and to the person(s) designated herein. The Village reserves the right to disqualify a Contractor found to have violated this provision.

M. Reporting Requirements

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

N. Costs Incurred

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

O. Proposed Schedule

Proposals Deadline …… November 20, 2026
Finalist Recommended to Board of Trustees…….. December 1, 2026
Final Contract Executed …… December 31, 2026
Contract Initial Term ……April 1, 2027 to March 30, 2030

ATTACHMENT 1: CONTRACTOR CERTIFICATION

I, _____, being first duly sworn on oath depose and state that the Contractor for the above proposal is organized as indicated below and that all statements herein made on behalf of such Contractor and that this deponent is authorized to make them, and also deposes and says that the deponent has examined and carefully prepared its proposal and has checked the same in detail before submitting this Proposal and that the statements contained herein are true and correct.

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

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

Dated _____ _____
Organization Name

(Seal – if Corporation)

By: _____
Authorized Signature

_____
Print Name

_____
Address

_____
Telephone

Subscribed and sworn to before me this _____ day of _____, 2026.

COUNTY OF _____)
)
STATE OF _____)

_____
Notary Public

My Commission Expires: _____

ATTACHMENT 2: COMPLIANCE AFFIDAVIT

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

1. I am the (Title) _____ of the Proposing Contractor ("Contractor") and am authorized to make the statements contained in this affidavit on behalf of the Contractor.

2. The Contractor is organized as indicated in Attachment 9 of this Proposal, titled "Organization of Proposing Firm," which 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 to verify the Contractor's business references and credit at its option.

5. Neither the Contractor nor its affiliates[1] are barred from submitting a proposal as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to bidding requirements.

6. The Proposing Contractor has the M/W/DBE status indicated on the form entitled "EEO Report."

7. Neither the Contractor nor its affiliates is barred from entering into an agreement with the Village because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the Agreement and allows the Village to recover all amounts paid to the Contractor under the Agreement in a civil action.

8. I am familiar with Section 13-3-1 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Contractor is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated 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%; or (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the bidding or contracting business entity.

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

Signature: _____

Printed Name: _____

Name of Business: _____

Your Title: _____

Business Address: _____

_____

Telephone Number: _____

Facsimile Number: _____

Web Address: _____

COUNTY OF _____)
)
STATE OF _____)

Subscribed and sworn to before me this _____ day of _____, 2026.

_____ - Notary Seal -
Notary Public

ATTACHMENT 3: M/W/DBE STATUS AND EEO REPORT

1. Contractor Name: _____

2. Check here if your business is:

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

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

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

_____ Number of full-time employees

_____ Number of part-time employees

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

Signature: _____

Date: _____

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 the Proposal

EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park, will result in disqualification of this proposal. An incomplete form will disqualify your proposal. For assistance in completing this form, contact the Village Attorney at 708-358-5660.

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

Contractor Name_____
Total Employees_____

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

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

_____, being first duly sworn, deposes and says that said person 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 _____, 2026.

_____ *- Notary Seal -*
Notary Public

ATTACHMENT 4: NO PROPOSALS EXPLANATION

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

Project Name: **ELECTRONIC LEGAL RESEARCH SERVICES**

Date Issued: _____, 2026

Comments:

ATTACHMENT 5: COST PROPOSALS

Contractor Services

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

Product	**Fee (specify annual or monthly)**
Online Legal Research Database	**$_____ (annual/monthly)**
Skip Tracing Services	**$_____ (annual/monthly)**

Describe any annual or monthly cost increases

_____

_____

Describe the cost of any services offered beyond the required minimums of this RFP.

_____

_____

ATTACHMENT 6: DISCLOSURE OF OWNERSHIP INTERESTS

All Contractors (APPLICANT) seeking to do business with the Village must provide the following information with their bid. Every question must be answered. If the question is not applicable, answer with "N/A."

APPLICANT NAME: _____

APPLICANT ADDRESS: _____

TELEPHONE NUMBER: _____

FACSIMILE NUMBER: _____

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

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

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

SECTION I - CORPORATION

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

_____

_____

_____

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

_____

_____

_____

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

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

_____

_____

_____

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

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

_____

_____

_____

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

_____

_____

_____

SECTION 3 - TRUSTS

3a. Trust number and institution.

_____

_____

_____

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

_____

_____

_____

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

_____

_____

_____

SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

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

_____

_____

_____

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

_____

_____

_____

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

_____

_____

_____

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

_____ _____
Authorized Signature Date

_____
Title

COUNTY OF _____)
)
STATE OF _____)

Subscribed and sworn to before me this _____ day of _____, 2026.

- Notary Seal -

_____
Notary Public

ATTACHMENT 7: ACKNOWLEDGEMENT OF UNDERSTANDING

The undersigned hereby certifies that they have read and understand the contents of this Request for Proposals and agree to furnish at the prices shown the Contractor's Proposal any or all of the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this Request for Proposals shall not be cause to alter any resulting Professional Services Agreement or to accept any request for additional compensation.

_____
Authorized Signature

_____
Printed Name

_____
Title

_____
Company Name

_____
Date

_____
Telephone Number

_____
Email

ATTACHMENT 8: ORGANIZATION OF PROPOSING CONTRACTOR

Please fill out the applicable section:

A. Corporation

The contractor is a corporation, legally named _____ and is organized and existing in good standing under the laws of the State of _____.

The full names of its officers are:

President: _____

Secretary: _____

Treasurer: _____

Registered Agent Name and Address: _____

The corporation has a corporate seal. (In the event that this bid 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. Sole Proprietor

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

C. Partnership

The contractor is a partnership which operates under the name _____.

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

_____

_____

_____

_____

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

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership must be 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: _____.

_____
Authorized Signature

ATTACHMENT 9: PROFESSIONAL SERVICES AGREEMENT



THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is entered into this _____ day of _____, 2026, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and _____, a _____ (hereinafter referred to as the "Contractor").

R E C I T A L S

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

WHEREAS, the Village issued a Request for Proposals ("RFP") for said Services dated _____, 2026 incorporated herein as though fully set forth and the Contractor submitted its Proposals in response to RFP received by the Village on _____, 2026, attached hereto and incorporated herein as though fully set forth; and

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

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

1. RECITALS INCORPORATED

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

2. SERVICES OF THE CONTRACTOR

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

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

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

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

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

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

3. COMPENSATION FOR SERVICES

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

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

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

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

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

4. TERM AND TERMINATION

4.1. This Agreement shall begin on April 1, 2027 and expire on March 30, 2030.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days' written notice pursuant to Section 22 below of its intent to terminate.

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

5. RIGHT TO AUDIT

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

6. INDEMNIFICATION

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

7. CONFIDENTIALITY

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

Contractor on a confidential basis from any third party unless the Contractor shall have first received written permission from such third party to disclose such information.

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

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

9. INSURANCE

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

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

(A) **Commercial General Liability:**

i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate	$2,000,000.00
Each Occurrence	$1,000,000.00
Personal Injury	$1,000,000.00

iii. Cover all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor.

(B) **Professional Liability:**

i. Per Claim/Aggregate	$2,000,000.00

ii. Cover all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor, and the Contractor's obligations under the indemnification provisions of this Agreement to the extent same are covered.

(C) **Workers' Compensation:**

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

(D) **Umbrella:**

i. Limits:

Each Occurrence/Aggregate	$2,000,000.00

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

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

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

10. SUCCESSORS AND ASSIGNS

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

11. FORCE MAJEURE

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

12. AMENDMENTS AND MODIFICATIONS

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

13. STANDARD OF CARE

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

13.2. The Contractor shall be responsible for the accuracy of its Services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of the Contractor's Services shall not relieve the Contractor of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies the Contractor thereof within one year of completion of the Contractor's Services.

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

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

13.5. The Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national

origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*., and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq*. The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

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

14. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS

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

14.2. The Contractor's Documents and records pursuant to this Agreement shall be maintained and made available during performance of Services under this Agreement and for three (3) years after completion of the Services. The Contractor shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to given notice to the Contractor not to dispose of or destroy said Documents and to require the Contractor to deliver same to the Village, at the Village's expense. The Contractor and any subcontractors shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Contractor agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and

supporting documentation are not available to support their purported disbursement. The Contractor shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Services as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq*. by providing any and all responsive documents to the Village.

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

15. SAVINGS CLAUSE

15.1. 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 it requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

16. NON-WAIVER OF RIGHTS

16.1. 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.

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

17. THE VILLAGE'S REMEDIES

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

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

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

17.1.3. 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;

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

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

18. NO COLLUSION

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

19. ENTIRE AGREEMENT

19.1. 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.

20. GOVERNING LAW AND VENUE

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

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

21. NOTICE

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

Village Attorney
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Email: law@oak-park.us

_____
_____
_____
_____
_____

21.2. 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.

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

22. BINDING AUTHORITY

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

23. HEADINGS AND TITLES

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

24. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

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

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

25. EFFECTIVE DATE

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

26. AUTHORIZATIONS

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

27. EQUAL OPPORTUNITY EMPLOYER

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

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

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

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

[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

_____
By: Kevin J. Jackson

Its: Village Manager

Dated: _____, 2026

ATTEST

_____
By: Christina M. Waters

Its: Village Clerk

Dated: _____, 2026

CONTRACTOR

_____
By:

Its:

Dated: _____, 2026

ATTEST

_____
By:

Its:

Dated: _____, 2026