



## REQUEST FOR PROPOSALS (RFP)

21-122 Landscape Design and Inspection Consulting Services

for the Public Works Department

Issued March 24, 2021

Due April 7, 2021

The Village of Oak Park (“the Village”) is requesting qualifications to identify consultants to assure that it is receiving the optimum level of services at a competitive price.

Responses shall be returned on or before April 7, 2021 at 2:00 PM to:

Village of Oak Park  
Forestry Division of the Public Works Department  
Attn: RFP for 21-122 Landscape Design and Inspection Consulting Services  
for the Public Works Department  
201 South Blvd  
Oak Park, IL 60302

## **Section I**

### **General Requirements**

#### **A. Introduction and Mandatory Terms**

The Village requests the services of a qualified Consultant for the purpose of providing Landscape Design and Inspection Consulting services for the Department of Public Works for 2021. Please fill out the appropriate form(s) for all sections being submitted for consideration.

The Village will receive responses Monday through Friday, 8:30 A.M. to 4:00 P.M. at the Public Works Center until 2pm on April 7, 2021, Village of Oak Park, 201 South Blvd, Oak Park, Illinois, 60302. Each Consultant shall *provide a hard copy of their response in a sealed envelope titled " Landscape Design and Inspection Consulting Services for the Public Works Department."* It is the responsibility of the consultant to notify the Village their intent of submitting a proposal so that they are on the rfp-holder list in case of addenda being issued. Email addresses for primary team members must be provided within the proposal.

All additional questions must be submitted via email to [rsproule@oak-park.us](mailto:rsproule@oak-park.us) no later than 10:00 A.M. on April 1, 2021. Responses will be provided to the known list of RFP recipients.

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

Other inquiries regarding this RFP shall be directed to: Rob Sproule, Assistant Public Works Director, at [rsproule@oak-park.us](mailto:rsproule@oak-park.us).

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

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

#### **C. Consultant Notification**

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

#### **D. Award of Agreement**

An agreement 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 Village Manager approves of the award.

Any agreement with a selected Consultant or Consultants must be reviewed and approved by the Village Attorney, may be approved, authorized and executed by the Village Manager. The Consultants are advised that Village staff, other than the Village Manager, have no authority to sign agreements or modify existing agreements on behalf of the Village and that any such agreements are null and void.

**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 Consultant 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 Consultant 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 provided to the known list of RFP recipients. The Village will not assume responsibility for receipt of such addendum. In all cases it will be the Consultants' responsibility to obtain all addenda issued.

**G. Competency of Consultant**

No submission will be accepted from, or agreement awarded to, any person, firm or corporation that is in arrears or is in default upon any debt or agreement. The Consultant, 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.

**H. Subletting of Contract**

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 consultant shall submit with their proposal a list of subcontractors and/or sub-consultants who would be called upon to perform 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.

No contract awarded by the Village of Oak Park shall be assigned or any part subcontracted without the written consent of the Village of Oak Park. In no case shall such consent relieve the bidder selected from their obligations or change the terms of the contract.

**I. Compliance with Applicable Laws**

The Consultant will strictly comply with all Ordinances and codes of the Village of Oak Park and applicable federal and state law.

**J. Term of Agreement**

The initial agreement shall be on the earlier of April 19, 2021, or the last date signed by both parties, whichever is later, and shall continue until December 31, 2021 or until the completion of the term of the agreement, whichever is sooner.

The Village retains the right to renew this initial agreement under the same terms and conditions upon mutual agreement with the Respondent. Renewals are to be done on a yearly basis for no more than two additional terms of approximately one year each. Price escalation will be allowed and subject to one (1) adjustment per period. The requested increase must be that of the general industry. In this event, written notification stating the requested increase and supporting document justification must be forwarded to the Village. The annual adjustment shall be based upon 100% of the percentage of change of the latest published Index (as defined below) as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-84 = 100). Notwithstanding anything contained herein to the contrary, the annual adjustment shall not be greater than five percent (5%) of the previous year's cost for services provided under this agreement in any year. If the Respondent fails to justify the requested increase, the Village reserves the right to reject the request and cancel the balance of the agreement.

If any price reductions are announced during the agreement period, the Village shall receive benefit of such reductions. This request shall also be in the form of a written notification and shall become effective thirty (30) days from the date the notice was received by the Village.

**K. Payments**

The Village shall pay the consultant on a monthly basis based on the services provided during the month. Payment to the consultant shall be made within 30 days of the receipt of an invoice for services as outlined in the proposal. A detailed summary of costs will be submitted to the Village for review and approval. The summary of costs

shall include the work performed and corresponding hours, fees and out-of-pocket expenses. Total payments shall not exceed the amount submitted on the Proposal Form, unless prior approval is received from the Village. Invoices shall be mailed to the Village Engineer located at the Village of Oak Park, 201 South Boulevard, Oak Park, Illinois 60302. 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.

**L. Termination of Contract**

The Village reserves the right to terminate any multi-year 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 appropriation by the Village for this purpose.

The Village further reserves the right to terminate the whole or any part of this agreement, upon written notice to the consultant, in the event of default by the consultant. Default is defined as failure of the consultant to perform any of the agreement or failure to make sufficient progress so as to endanger performance of this agreement in accordance with its terms. In the event of default and termination, the Village will procure upon such terms and in such manner as may be deemed appropriate services similar to those so terminated. The consultant shall be liable for excess costs for such similar services unless acceptable evidence is submitted that failure to perform the agreement was due to causes beyond the control and without the fault of negligence of the consultant.

**M. Consultant Personnel Assigned to the Village of Oak Park Account(s)**

The Village reserves the right to accept or reject any staff designated by the Consultant. If no suitable replacement staff is provided, the Village reserves the right to terminate the agreement.

**N. Confidentiality**

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

**O. Insurance Requirements**

The selected Consultant must purchase and maintain for the length of the agreement, the lines of insurance described in this section. All insurance coverage shall be on an occurrence basis. The Consultant shall provide evidence of such insurance to the Village together with its proposal, and will provide evidence that the Village has been added as a named insured, where applicable, before commencement of the services and on an annual basis thereafter. Certificates of Insurance shall contain a clause stating that the coverage afforded by the policies listed will not be canceled or materially altered, except

after forty-five (45) days advance written notice to the Village. The Consultant shall secure the following endorsements to each of the required policies: "It is understood and agreed that the insurance company will give not less than forty-five (45) days advance written notice of any cancellation or material change under any of these policies to the Village of Oak Park. *"In the event that such notice is not given to the Village of Oak Park at least forty-five (45) days prior to cancellation or material change, the policy will continue in full force and effect for the benefit of the Village as if such change or cancellation had not occurred."* The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(a) **Commercial General Liability:**

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

ii. Limits:

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

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

(b) **Professional Liability:**

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

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

(c) **Workers' Compensation:**

i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform work pursuant to the agreement, and in case work is subcontracted, the 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 said worker's compensation insurance, the Proposer shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(d) **Comprehensive Automobile Liability:**

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

ii. Limits:

Combined Single Limit	\$1,000,000.00
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- (e) **Umbrella:**
  - i. Limits:
 

Each Occurrence/Aggregate	\$2,000,000.00
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(f) The Village, its officers, officials, employees and agents shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation and Professional Liability. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees and agents.

The Consultant understands and agrees that any insurance protection required by the 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 and agents as herein provided.

**P. Hold Harmless and Indemnity**

Notwithstanding any limitations or restrictions applicable to any insurance or bonds required hereunder, the Consultant shall defend, indemnify and hold the Village of Oak Park and its officers, officials, employees, 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 Consultant, 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 Consultant or its employees, agents, servants, associates, Consultants, subconsultants, or assignees.

**Q. Tentative Schedule**

Below is a tentative schedule for the request for proposal, evaluation of responses, selection and approval of a preferred Consultant(s), for the 21-121 Permit Plan Review and Inspection Services for the Public Works Department.

<i>VOP issues 21-122 RFP</i>	March 24, 2021
Questions due at 10:00 A.M. by	April 21, 2021
Proposals due to Forestry Division by 2:00P.M.	April 7, 2021
Proposals reviewed	April 8, 2021
Interview with preferred Consultant(s) if necessary	April 8-9, 2021
Negotiation with preferred Consultant(s)	April 8-9, 2021
Recommend Agreement Approval	April 12, 2021
Village Manager Signature	April 15-16, 2021
Service start date	April 19, 2021

## **R. Proposal Outline**

Proposals are requested to cover the basic services related to providing staff in accordance with any standards and as described in the scope of services starting in Section II. The Village reserves the right during the term of the agreement to request additional services in addition to those specified in the Proposal form with payment for those additional services to be mutually agreed upon between the Village and the consultant.

Proposals shall include the following information and shall be limited to a total of 10 pages excluding any forms:

- 1) A brief description of the consultants staff capabilities, strengths and relevant experience for urban forestry consulting, inspecting, and inventory jobs for municipalities with infrastructure similar in character to Oak Park.
- 2) A summary of the proposed staff education and work experience; outlining personal experience on projects of a similar nature, including size of the project, role of the individual, areas of responsibility, level of involvement and time assigned to the project.
- 4) List other contracts awarded to consultant most comparable to the work described in the scope of services.
- 5) A statement of commitment that personnel named in the proposal will be available for the duration of the project at the indicated level of involvement, except where prevented by circumstances beyond the control of the consultant.
- 6) A schedule of all rates. Hourly salary rates and any overhead factors for consulting work. A detailed cost proposal for the scope of work, all direct and indirect costs shall be factored into the Staff-Person's hourly rate. One unit cost (cost per tree or open planting site) for all Inventory data collection and updates types per tree or planting spot.
- 7) Any objections to any terms of the request for proposal.

## **S. Reference Materials**

There are no reference materials for this RFP.

## **Section II** **Scope of Services**

### **Background**

The Village requests the services of a qualified Consultant staff to work with the Forestry Division of the Public Works Department with a primary responsibility of performing Landscape Design and Inspection Consulting Services for 2022. The Village has approximately 180 Landscape sites and 475 planter containers within the Village ROW. The Public Works Department (PW) is responsible for providing management and maintenance services for these landscape sites.

### **Landscape Design Consulting Services**

#### **Planter Rotation Designs for the Summer of 2022**

Scope of Work Includes:

- Field inspect existing planters and retained plant material in each business district.
- Update planter locations on Village wide map as per Client provided field notes.
- Prepare Summer 2022 rotation designs for planters Village-wide to include planting plans and plant schedules.
- Prepare opinion of probable costs for each rotation for Village wide rotations. Opinion of probable costs are to be based on predicted costs of plant materials, installation and periodic minimal maintenance by installing contractor.
- Attend meetings with staff and landscape installation contractor if requested by Client. (we assume a total of 2 (two) meetings for this task for the Summer 2022 rotation)
- Provide recommendations and approval of appropriate and commercially available plant species substitutions when necessary as requested by installation contractor. Necessary constitutes when plant material is not readily available. Substitutions are subject to final Village representative approval.
- Resolve issues with landscape installation contractor as per the above activities as they may arise and as directed by the Village representative.
- It is assumed that the summer rotation will be installed no later than the end of week of May 8th, 2022 (availability of plant material size and weather permitting)

*Please provide a unit cost for this work.*

#### **Consulting Services**

Other landscape or streetscape planning or design services as necessary.

*Please provide hourly rates for this work*

## **Inspection Services**

### **Planter Program Installation Supervision**

- Provide installation supervision of the Summer and Fall Planter rotations. Verify on site accurate quantity, species, and spacing, arrangement and installation methods at each planter and make adjustments and corrections as per the planting plans and specifications.

*Please provide hourly rates for this work with not to exceed amounts*

### **Planter Program Monthly Oversight (7 months)**

Prepare Field Observation Report to identify maintenance compliance, outstanding maintenance needs and potential upgrades to planters.

- Provide maintenance supervision including monitoring of watering needs, deadheading of plant material, weeding in and around planters, and plant replacement beyond initial rotation installation monthly.
- Make monthly visits (May to November) to all areas listed to assess maintenance, spring and fall clean-up compliance by Village engaged landscape contractor and potential planting and maintenance upgrades. Currently, we estimate 7 monthly visits to all the sites. (May to November of 2022)

*Please provide hourly rates for this work with not to exceed amounts*

## **Qualifications**

The consultant shall provide a multi-disciplined staff capable of performing planning design, inspections, and all communication and coordination required with those tasks.

Staff must have the necessary expertise, experience and licensing to complete the work.

## **Proposal Submittal**

Each consultant submitting a proposal is asked to consider the items as outlined in the Scope of Services listed above. Proposal shall be limited to a total of 10 pages excluding any forms.

### **Section III. Compensation Schedule**

**Please complete all forms and submit the information requested on the following pages and include the compensation schedule (providing hourly rates and unit costs) as part of the proposal documents.**

**Staff Hourly Rates for Consulting and Inspection Work**

**Unit Cost for 2022 Summer Planter Rotation Design**

## **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 Consultant'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 Consultant, and other relevant material it may otherwise obtain, to determine whether the proposer is capable of and has a history of successfully completing agreements of this type.
  
- C.     **Experience and Relevant Knowledge**  
The Village will assess the experience and relevant knowledge of the proposed Staff person.
  
- D.     **References**  
The Village may contact references directly to inquire about the quality and type of services currently being provided to other customers.
  
- E.     **Cost Proposal**  
The Village will evaluate aggregate services based on the overall cost effective approach to providing the services requested in this RFP. The Consultant shall indicate the hourly billable rates for the staff person(s) along with individual unit pricing for any direct reimbursable.
  
- F.     **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.



**RESPONDENT CERTIFICATION**

PROPOSAL SIGNATURE: \_\_\_\_\_

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_

TYPE NAME OF SIGNEE

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

Signature of Respondent authorizes the Village of Oak Park to verify references of business and credit at its option.

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

Dated \_\_\_\_\_

\_\_\_\_\_  
Organization Name

(Seal - If Corporation)

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

In the state of \_\_\_\_\_, \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**(Fill Out Applicable Paragraph Below)**

(a) Corporation

The Respondent is a corporation, which operates under the legal name of

\_\_\_\_\_  
and is organized and existing under the laws of the State of

\_\_\_\_\_.

The full names of its Officers are:

President \_\_\_\_\_  
Secretary \_\_\_\_\_  
Treasurer \_\_\_\_\_

The corporation does have 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 which permits the person to execute the offer for the corporation.)

(b) Partnership

Name, signature, and addresses of all Partner

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The partnership does business under the legal name of \_\_\_\_\_ which name is registered with the office of \_\_\_\_\_ in the county of \_\_\_\_\_ in the state of \_\_\_\_\_.

(c) Sole Proprietor

The Respondent is a Sole Proprietor whose full name is \_\_\_\_\_.  
If the Respondent is operating under a trade name said trade name is \_\_\_\_\_ which name is registered with the office of \_\_\_\_\_ in the county of \_\_\_\_\_ in the state of \_\_\_\_\_.

Signed \_\_\_\_\_  
Sole Proprietor



**Attachment I.**

**RESPONDENT CERTIFICATION**

\_\_\_\_\_, as part of its bid on a contract for  
(name of Respondent)

the 21-121 Urban Forestry Consulting and Inspection Service for the Public Works Department Services for the Public Works Department, to the Village of Oak Park, hereby certifies that said Respondent is not barred from bidding on the aforementioned contract as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Bidding Requirements".

By: \_\_\_\_\_  
(Authorized Agent of Respondent)

Subscribed and sworn to  
before me this \_\_\_ day  
of \_\_\_\_\_, 2021

\_\_\_\_\_  
(Notary Public)



Attachment II.

**TAX COMPLIANCE AFFIDAVIT**

\_\_\_\_\_, being first duly sworn, deposes and says:

that he/she is \_\_\_\_\_ of  
(partner, officer, owner, etc.)

\_\_\_\_\_  
(bidder selected)

The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

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

\_\_\_\_\_  
(name of bidder if the bidder is an individual)  
(name of partner if the bidder is a partnership)  
(name of officer if the bidder is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_



**Attachment III.**

**ORGANIZATION OF BIDDING FIRM**

**Please fill out the applicable section:**

**A. Corporation:**

The Consultant 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 Consultant is a Sole Proprietor. If the Consultant does business under an Assumed Name, the

Assumed Name is \_\_\_\_\_, which is registered with the Cook County Clerk. The Consultant is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**C. Partnership:**

The Consultant is a Partnership which operates under the name \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

(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 is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**D. Affiliates:** The name and address of any affiliated entity of the business, including a description of the affiliation: \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner



**Attachment IV**  
**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. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Firm nor its affiliates is barred from agreement 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 agreement and allows the Village of Oak Park to recover all amounts paid to the Firm under the agreement in a civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**

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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.

9. I certify that the Consultant 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: \_\_\_\_\_

(Number, Street, Suite #)

(City, State & Zip)

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

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

Notary Public

**M/W/DBE STATUS AND EEO REPORT**

1. Consultant 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 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 firm’s current stable work force?

\_\_\_\_\_ Number of full-time employees

\_\_\_\_\_ Number of part-time employees

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

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

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

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.



**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 Finance Department at 708-358-5460.

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

Consultant Name \_\_\_\_\_  
 Total Employees \_\_\_\_\_

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

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

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is the \_\_\_\_\_  
 (Name of Person Making Affidavit) (Title or Officer)  
 of \_\_\_\_\_ and that the above EEO Report information is true and accurate and is submitted with the intent that it  
 be relied upon. Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.  
 \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)





**Attachment V.      No Proposal Explanation**

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

Project Name:            21-122 Landscape Design and Inspection Consulting Services for the Public  
Works Department

Date Issued:            March 24, 2021

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Comments: