



# REQUEST FOR PROPOSALS (RFP)

Professional Testing Services for Sworn Fire and Police

Issued: November 1, 2022

Due: November 21, 2022

The Village of Oak Park ("the Village") is requesting proposals to assure that it is receiving optimum service levels at a competitive price.

Proposals shall be returned on or before November 21, 2022 before 12:00 p.m. CST to:

Village of Oak Park  
Human Resources Department  
Attn: Kira Tchang, Assistant Village Manager/Human Resources Director  
123 Madison Street  
Oak Park, IL 60302  
[ktchang@oak-park.us](mailto:ktchang@oak-park.us)

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## Section I. General Requirements

### A. Introduction and Mandatory Terms

The Village of Oak Park is a thriving, full-service municipal corporation located in Cook County, Illinois. Oak Park is a proudly progressive community and its nationally recognized, architecturally significant historic neighborhoods blend with multiple thriving business areas just nine miles west of downtown Chicago. Oak Park has a population of 54,583 (based on 2020 Census). The Village provides a multitude of services to its citizens in the form of police, fire and EMS services, street maintenance and construction, community relations, housing programs, traffic control, forestry, garbage collection, flood control, animal control, water and sewer, building and code enforcement, economic development, and has its own state-certified Health Department.

More detailed information on the government and its finances can be found in the Village's Budget and the Comprehensive Annual Financial Report (CAFR). The budget, CAFR and other pertinent statements can be viewed at the Village's website at <http://www.oak-park.us/your-government/finance-department>.

Oak Park is a Home Rule community and operates under a Council-Manager form of government, in which an elected legislative body, consisting of the President and a Board comprised of six Trustees, hires a professional manager to oversee the day-to-day operations of all governmental services and programs, and carry out the policy directives set out by the elected officials. The Village Manager serves as the top executive officer of the Village of Oak Park and provides strategic direction and management oversight to the Village departments and ensures the implementation of the Village Board of Trustees' goals and policies.

The Human Resources Department provides internal services to all Village departments via highly complex administrative support of the Village Manager, Leadership Team and all staff by managing the testing process for sworn hiring.

**The Village of Oak Park and the Oak Park Board of Fire and Police Commissioners are seeking a firm to provide Professional testing Services for Fire and Police**

The Village will receive responses to this Request for Proposals ("RFP") on or before November 21, 2022 before 12:00 p.m. central standard time addressed as follows by email:

Village of Oak Park  
Human Resources Department  
Attn: Kira Tchang, Assistant Village Manager/Human Resources Director  
123 Madison Street  
Oak Park, IL 60302  
[ktchang@oak-park.us](mailto:ktchang@oak-park.us)

Each service provider shall *provide one (1) electronic copy via email*. There is no need to send both hardcopies and an electronic (PDF) copy.

Questions regarding this RFP must be submitted via email to [ktchang@oak-park.us](mailto:ktchang@oak-park.us) no later than noon on November 11, 2022. Responses will be provided to the known list of RFP recipients, on our website, as well as on DemandStar.com.

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

Other inquiries regarding this RFP shall be directed to Kira Tchang, Assistant Village Manager/Human Resources Director, at [ktchang@oak-park.us](mailto:ktchang@oak-park.us).

**B. Presentation of Request for Qualifications**

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

**C. Service Provider Notification**

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

**D. Award of Contract**

**The selected service provider shall enter into a Professional Services Agreement in substantially the form attached hereto and incorporated herein as Attachment VII.** Selection of the most qualified is determined by an internal selection committee, and the approval of the Village Manager or Village Board (as required).

The final Professional Services Agreement must be reviewed and approved by the Village Attorney, may be approved and authorized by the Village of Oak Park Board of Trustees, and executed by the Village Manager. The service provider is advised that Village staff, other than the Village Manager, have no authority to sign agreements or modify existing agreements on behalf of the Village and that any such agreements are null and void.

**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 Proposals Document**

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

In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the requested RFP specifications initiated by the Village, a copy of such addendum will be e-mailed to all prospective service providers.

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

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

**H. Subletting of Contract**

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

**I. Competency of Service Provider**

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

**J. Village Ordinances**

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

**K. Payments**

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

**L. Termination for Non-appropriation of Funds**

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 Village's appropriation for this purpose.

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

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

**N. Confidentiality**

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

**O. Contract Term**

The initial contract term shall begin upon approval via resolution by the Board of Trustees for a period not to exceed three (3) years.

**P. Contract Renewal**

The Village shall have the right to renew the contract for two (2) additional one (1) year terms with all terms and conditions, other than price, remaining the same. The Village shall allow the Contractor to increase or decrease the contract price for each annual renewal provided that the annual price adjustment shall equal the change in 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, (US DOL/BLS) Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois – Gary, Indiana – Kenosha, Wisconsin (all items, 1982-1984 = 100). However, the maximum increase in cost shall be capped at five percent (5%) of the previous year’s cost.

The Contractor must propose an annual cost adjustment pursuant to the terms of this section with supporting documentation in writing to the Village 60 days before the expiration of the applicable term. If the Village rejects the proposed cost adjustment, the Village shall have the option not to renew the contract for the applicable term.

**Q. Tentative Schedule**

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

|                                      |                                      |
|--------------------------------------|--------------------------------------|
| RFP posted:                          | November 1, 2022                     |
| Proposals due:                       | <u>November 21, 2022 at 12:00 PM</u> |
| Proposals reviewed by RFP Committee: | November 22-December 2, 2022         |
| Selection by the selection committee | December 2, 2022                     |
| <b>Approval by the Village Board</b> | <b>On or before January 1, 2023</b>  |
| <b>Contract effective date:</b>      | <b>January 1, 2023</b>               |

## Section II. Specific Requirements

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

### A. Entry-Level:

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

### B. Promotional:

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

publication resources that are relative to police operations and the supervision of police personnel in conjunction with department supplied policies and procedures selected by the Oak Park Police Department.

7. Provide a resource list of textbooks and publications used to create written examinations.
8. Provide expert testimony in court, if necessary.
9. Develop and update oral interview questions and scoring rubrics for Promotional process.

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

### **C. Additional:**

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

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

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

## **Section III. RFP Response Instructions**

### **Proposal Format**

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

In responding to this RFP, the official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the proposer to disqualification.

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

1. Cover Letter
2. Table of Contents
3. Description of Service Provider and Personal Qualifications
4. Proposed Scope of Service
5. Sample forms and reports
6. Client List
7. References



8. Cost Proposal
9. License to provide service in Illinois
10. Attachments

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

1. *Cover Letter*

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

2. *Table of Contents*

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

3. *Description of Service Provider*

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

4. *Scope of Services*

The Scope of Services shall include, but not be limited to, the items outlined in the SPECIFIC REQUIREMENTS as identified above regarding professional testing services for Fire and Police hiring and promotions.

In addition to addressing the topics covered in this Request for Proposals with regard to the Scope of Work, the Service Provider should include any other pertinent information it feels will set it apart from other Service Providers.

If there are any services offered in addition to what the Village has requested that may be of interest to the Village, the Service Provider should describe those in an additional subsection at the end of its Response.

5. *Sample forms and reports*

Please include copies of any sample reports that would be regularly utilized by service provider.

6. *Client List*

Provide a list of all accounts indicating those who are similar to the Village

7. *References*

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

8. *Cost Proposal*

All service providers must utilize *Attachment I* ("Cost Proposal Form") to officially submit pricing information. The Village may consider individual components of proposal so please advise if any pricing components are contingent upon others. Service providers may provide additional documentation. However, evaluations will utilize *Attachment I* to compare costs.

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

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

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

10. *Attachments*

*Please provide completed copies of all the required attachments:*

- Attachment I: Cost Proposal Form
- Attachment II: Compliance Affidavit
- Attachment III: M/W/DBE Statute and EEO Report
- Attachment IV: No Proposal Explanation (if applicable)
- Attachment V: Disclosure of Ownership Interests
- Attachment VI: References Form
- Attachment VII: Professional Services Agreement

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

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## **Section IV. Proposal Evaluation**

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

Proposals shall provide a straight-forward, concise description of the Service Provider's capabilities to satisfy the requirements of this RFP. Award will be made to the vendor who represents the best overall quality and value to the Village and proposals will be evaluated with an emphasis on the following:

1. Qualifications and experience providing professional testing services for police and fire for organizations of similar size and nature as the Village
2. Performance (quality and efficiency) providing testing services to government agencies
3. Industry knowledge of sworn testing services
4. Service availability, ease of process, customer service and convenience.
5. Proven systems in place for effective selection
6. Price.

During the evaluation process, the Selection Committee may, at its discretion, request any one or all Contractors to make oral presentations. Such presentations will provide Contractors with an opportunity to answer any questions the Selection Committee may have on a firm's proposal. Not all Contractors may be asked to make such oral presentation.

The Village reserves the right to reject any or all proposals, to waive any irregularities or informalities in the offers received and to change the evaluation process described above if circumstances dictate or it is otherwise in the best interest of the Village to do so.

# Attachment I. Cost Proposal Form

The undersigned proposes to furnish professional testing services for fire and police for the Village of Oak Park as follows:

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

**Hourly Rate(s) for Specified Work** – Specify below

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

**Other Pricing** - Specify below

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

**Proposal Signature:** \_\_\_\_\_

State of \_\_\_\_\_), County of \_\_\_\_\_)

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

Signature of Contractor authorizes the Village of Oak Park to verify references of business and credit at its option. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

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

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2022

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

## Attachment II. Compliance Affidavit

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

1. I am the (title) \_\_\_\_\_ of the Proposing 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 V of this Proposal, titled “Disclosure of Owner Interests,” 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<sup>1</sup> 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

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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.

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

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

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

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

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

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

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

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Web Address: \_\_\_\_\_

COUNTY OF \_\_\_\_\_ )

STATE OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

- Notary Seal -

## Attachment III. M/W/DBE Statue and EEO Report

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 Human Resources at 708-358-5650.

1. Contractor 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 MBE/WBE/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 sub-consultants 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 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 Human Resources Department at 708-358-5650.

**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 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 \_\_\_\_\_, 2022.

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

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



## Attachment IV. No Proposal Explanation

If your firm does not wish to submit a proposal, please provide us with Attachment IV 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: Professional Testing Services for Fire and Police  
Department: Human Resources  
Project Name: Sworn Testing Services  
Date Issued: October 31, 2022

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Comments:

**ATTACHMENT V**  
**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 Owner ( )  
4. Association ( ) 5. Other ( ) \_\_\_\_\_

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

**SECTION I - CORPORATION**

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

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

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

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

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

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

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**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%.

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

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**SECTION 3 - TRUSTS**

- 3a. Trust number and institution.

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

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

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**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.

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

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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.)

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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 \_\_\_\_\_, 2022.

- Notary Seal -

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

**ATTACHMENT VI**

**REFERENCES AND LIST OF MUNICIPALITIES  
FOR WHICH SERVICES HAVE BEEN PERFORMED**

Consultants shall furnish at least three (3) entities, preferably municipalities, that have used the Consultant's for similar services within the last three (3) years.

**REFERENCES:**

**1. Name of Entity** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_

**CONTACT** \_\_\_\_\_

**PHONE AND  
EMAIL ADDRESS** \_\_\_\_\_

**WORK  
PERFORMED** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**2. Name of Entity** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_

**CONTACT** \_\_\_\_\_

**PHONE AND  
EMAIL ADDRESS** \_\_\_\_\_

**WORK  
PERFORMED**

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**3. Name of Entity**

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**ADDRESS**

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**CONTACT**

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**PHONE AND  
EMAIL ADDRESS**

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**WORK  
PERFORMED**

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**LIST OF MUNICIPALITIES FOR WHICH THE CONTRACTOR HAS PROVIDED  
SERVICES DURING THE PAST FIVE (5) YEARS IF NOT NAMED ABOVE**

**1. Municipality**

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**ADDRESS**

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**CONTACT**

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**PHONE AND  
EMAIL ADDRESS**

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**WORK  
PERFORMED**

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**2. Municipality**

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**ADDRESS**

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**CONTACT**

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**PHONE AND  
EMAIL ADDRESS**

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**WORK  
PERFORMED**

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## Attachment VII. Professional Services Agreement

**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as the “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, 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”).

### RECITAL

**WHEREAS**, the Village intends to have the Contractor provide professional testing services for fire and police positions pursuant to the Village’s Request for Proposals (hereinafter referred to as the “RFP”), attached hereto and incorporated herein by reference, and the Contractor’s Proposal, attached hereto and incorporated herein by reference; and

**WHEREAS**, the Contractor has represented to the Village that it has the necessary expertise to perform such services for the Village; and

**WHEREAS**, the Contractor has expressed its willingness to furnish its services subject to the terms and conditions set forth in this Agreement.

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

**1. RECITALS INCORPORATED.**

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

**2. SERVICES OF CONTRACTOR AND TERM OF AGREEMENT.**

2.1. Contractor shall provide the services set forth in the Contractor’s Proposal (hereinafter referred to as the “Services”) after receiving written authorization by the Village. The Village shall approve the use of subcontractors by Contractor to perform any of the Services that are the subject of this Agreement.

2.2. Contractor shall submit to the Village all reports, documents, data, and information set forth in the Village’s RFP in a format customarily used in the industry. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. Contractor shall be responsible for any delay in

the Services to be provided pursuant to this Agreement due to Contractor's failure to provide any required submittal in conformance with this Agreement.

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

2.4. Village Authorized Representative. The Village's Human Resources Director or the Director's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. 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 Contractor with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.5. Contractor's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, 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 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 Contractor. 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 18 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. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Contractor. The Contractor's services under this Agreement are being performed solely for the Village's benefit, and no other party or entity shall have any claim against the Contractor because of this Agreement or the performance or nonperformance of services hereunder.

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

3.1. The Village shall compensate Contractor for the Services as set forth pursuant to the Contractor's Qualifications in an amount not to exceed \$\_\_\_\_\_. Contractor shall be paid not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Contractor.

Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

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

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

3.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing Contractor's Services; (4) delay in the progress or completion of the Services; (5) inability of Contractor to complete the Services; (6) failure of Contractor to properly complete or document any pay request; (7) any other failure of 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 Contractor of cause for withholding within fourteen (14) days of the Village's receipt of an invoice.

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

**4. TERM AND TERMINATION.**

4.1. This Agreement shall take effect upon the Effective Date as defined herein and shall expire in three years. The term of this Agreement may be extended in writing for (2) additional one (1) year periods at the Village's option. The Village will allow Contractor to increase or decrease the Contract Price for each annual renewal provided that the annual price adjustment shall equal the change in 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, (US OOL/BLS) Revised Consumer Price Index for all Urban Wage Earners and Clerical Workers for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all Items, 1982-1984 = 100). However, the maximum increase in the Contract Price shall be capped at five percent (5%) of the previous year's cost. Contractor must propose an annual cost adjustment to the Contract Price pursuant to the terms of this Section with supporting documentation in writing to the Village sixty (60) days before the expiration of the current term.

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 shall be effective unless the terminating party gives the other party not less than ten (10) calendar days' written notice pursuant to Section 18 below of its intent to terminate.

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

**5. INDEMNIFICATION.**

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

**6. INSURANCE.**

6.1. Contractor shall at 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

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

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

- (A) **Commercial General Liability:**
  - i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
  - ii. Limits:

|                   |                 |
|-------------------|-----------------|
| General Aggregate | \$ 2,000,000.00 |
| Each Occurrence   | \$ 2,000,000.00 |
| Personal Injury   | \$ 2,000,000.00 |
  - iii. Coverage for all claims arising out of the 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. Coverage for 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 shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who provide Services, and in case work is sublet, Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under the Workers' Compensation Act, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

- (D) **Comprehensive Automobile Liability:**
- i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
  - ii. Limits:
 

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

|                           |                |
|---------------------------|----------------|
| Each Occurrence/Aggregate | \$2,000,000.00 |
|---------------------------|----------------|
- (F) The Village, its officers, officials, employees, agents, and volunteers shall be named as additional insureds on all insurance policies set forth herein except workers' compensation and professional liability/malpractice. 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.

6.3. The Village and 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.

6.4. 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. Contractor waives and shall have its insurers waive, its rights of subrogation against the Village and its officers, officials, employees, agents and volunteers.

## **7. SUCCESSORS AND ASSIGNS.**

7.1. The Village and 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 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 benefits hereunder to anyone other than the Village and Contractor.

**8. FORCE MAJEURE.**

8.1. 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.

**9. AMENDMENTS AND MODIFICATIONS.**

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

**10. STANDARD OF CARE.**

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

10.2. Contractor shall promptly make revisions or corrections regarding its Services resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Contractor's Services shall not relieve Contractor of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Contractor thereof within one (1) year of completion of Contractor's Services.

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

10.4. 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.

10.5. 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 Contractor with respect to this Agreement.

10.6. 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 Contractor's, or its subcontractors', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

## **11. DOCUMENTS AND BOOKS AND RECORDS.**

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

11.2. Contractor's Documents and records pursuant to this Agreement shall be maintained and made available during performance of the Services under this Agreement and for three (3) years after completion of any Services. Contractor shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to Contractor not to dispose of or destroy said Documents and to require Contractor to deliver same to the Village, at the Village's expense. 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. All books, records and supporting documents related to this Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and 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 section shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. 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.

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

## **12. CONFIDENTIALITY.**

12.1. 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.

## **13. SAVINGS CLAUSE.**

13.1. 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.

**14. NON-WAIVER OF RIGHTS.**

14.1. 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.

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

**15. THE VILLAGE'S REMEDIES.**

15.1. If it should appear at any time prior to payment for Services provided pursuant to this Agreement that 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 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 business days after 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:

15.1.1. The Village may require 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 Contractor and the Services into compliance with this Agreement;

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

15.1.3. 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;

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

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

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

**16. NO COLLUSION.**

16.1. Contractor hereby represents and certifies that 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 Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* Contractor hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has in procuring this Agreement, colluded with any other person, firm, or corporation, then 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.

**17. ENTIRE AGREEMENT.**

17.1. 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.

**18. GOVERNING LAW AND VENUE.**

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

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

**19. NOTICE.**

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

If to the Village:

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

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

19.2. 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.

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

**20. BINDING AUTHORITY.**

20.1. 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.

**21. HEADINGS AND TITLES.**

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

**22. COUNTERPARTS.**

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

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

**23. EFFECTIVE DATE.**

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

**24. AUTHORIZATIONS.**

24.1. 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 and Village Clerk warrant that they have 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.

**25. EQUAL OPPORTUNITY EMPLOYER.**

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

25.2. 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.

25.3. 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**

**CONTRACTOR**

\_\_\_\_\_  
By: Kevin J. Jackson  
Its: Village Manager

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

Date: \_\_\_\_\_, 2022

Date: \_\_\_\_\_, 2022

**ATTEST**

**ATTEST**

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

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

Date: \_\_\_\_\_, 2022

Date: \_\_\_\_\_, 2022