



# **REQUEST FOR PROPOSALS (RFP)**

24-106 Urban Forestry Consulting and Inspection Services for the Public Works Department

Issued November 29, 2023

Due December 13, 2023

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 December 13, 2023 at 2:00 PM to:

Village of Oak Park Forestry Division of the Public Works Department Attn: RFP for 24-106 Urban Forestry Consulting and Inspection 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 urban forestry consulting and inspection services for the Department of Public Works for 2024. 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 December 13, 2023, 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 "24-106 Urban Forestry Consulting and Inspection 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 <u>giones@oak-park.us</u> no later than 10:00 A.M. on December 7, 2023. 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: Grant Jones, Forestry Superintendent, at giones@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 January 1, 2024, or the last date signed by both parties, whichever is later, and shall continue until December 31, 2024 or until the completion of the term of the agreement, whichever is sooner.

The Village will 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 will allow the Bidder to increase or decrease the contract price for each annual renewal.

Upon written request from the Bidder, on or before October 20 of each year of the Agreement, the cost of the services provided under the Agreement may be adjusted as follows:

- The contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the period October through September for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).
- 2) Notwithstanding anything contained in this Request for Proposals to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for services provided under this Agreement in any year.
- 3) Any applicable adjustment shall take effect on January 1st.

## 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 Forestry Superintendent 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
- 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

\$2.000.000.00

## (e) Umbrella:

i. Limits:

Each Occurrence/Aggregate

\$2,000,000.00

(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 Consultants, 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 24-106 Urban Forestry Consulting and Inspection Services for the Public Works Department.

VOP issues 24-106 RFP	November 29, 2023
Questions due at 10:00 A.M. by	December 7, 2023
Proposals due to Forestry Division by 2:00 P.M.	December 13, 2023
Proposals reviewed	December 14-15, 2023
Interview with preferred Consultant(s) if necessary	December 18-19, 2023
Negotiation with preferred Consultant(s)	December 20-21, 2023
Recommend Agreement Approval	December 21, 2023
Village Manager Signature	January 5 <i>,</i> 2024
Service start date	January 8, 2024

## 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 consultant's 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 Urban Forestry Management Consulting Services and parkway tree inspections and inventory updated within the public right of way (ROW) for 2024. The Village has approximately 18,000 parkway trees. The Public Works Department (PW) is responsible for providing management and maintenance services for this Urban Forest.

## Urban Forestry Consulting:

Consultant is expected to provide Urban Forestry Consulting services on an as needed bases when necessary. These professional services may include such work as: tree risk assessment, health assessment, disease diagnosis, tree appraisal/valuation, site development review, tree preservation guidance during construction, insurance issues, expert witness services, and management plan development. Please provide an appropriate hourly rate for this type of work.

## Tree Inventory Database Updates and Maintenance:

Consultant is expected to provide GIS Database Updates, Changes, and Improvements as necessary. This ensures that the file is as up to date as possible with the latest in GIS technology, and that the Forestry department is getting its needs and goals met effectively. Please provide an appropriate hourly rate for this type of work.

## Tree Inventory Data Collection and Management:

Consultant is expected to provide inspections of individual trees and update the tree inventory accordingly. Prior to the winter tree maintenance pruning program, beginning in the summer of 2024, the consultant is expected to re-assess all trees in the target area. This is anticipated to be approximately 6,500 trees. Each tree shall be re-measured and re-inventoried, with every tree being updated as necessary, and checked for accuracy. Following these data updates, the GIS tree layer shall be updated to reflect the changes, keeping the data accurate.

Consultant staff shall shoot newly planted trees into the inventory. The Village is currently planning for two tree plantings in 2024. It is anticipated that approximately 325 new trees will be planted, 225 trees in the spring and 100 trees in the fall of 2024. It is proposed that after each planting data on the new trees using the same collection file that was used during the original data collection phase of the project. This will ensure that the new trees will seamlessly

integrate into the database.

In addition to updating the existing trees in the inventory, the Consultant staff shall also GPS locate all open planting sites located in the Village and perform a planting site assessment of each. These assessments focused on attempting to match the right tree to the conditions associated with each site. Data such as parkway width, available aboveground growing space, soil moisture levels, nutrient and salt loading, and recommended form were considered, and an appropriate tree was selected for each site. It is anticipated approximately 100 sites will become available for assessment this year due to tree removal.

Please provide one unit-cost for all for all of these inventory update items as opposed to line iteming each out (cost per tree or planting site). Staff must provide an updated Tree Inventory Report similar to the existing format included in this cost (available for review).

## **Qualifications**

The consultant shall provide a multi-disciplined staff capable of performing inspections, data collection, inventory management, risk assessment and appraisals, expert witness testimony and all communication and coordination required with those tasks.

- Familiarity with and in-depth knowledge of ESRI's ArcGIS software suite, including, but not limited to: ArcMap/ArcCatalog/ArcGIS Pro, Geodatabase structure and function, ArcGIS Online platform, ArcGIS Online Web Mapping Application setup, ArcGIS Online Dashboard setup, ArcGIS Online content management.
- Experience with assessing planting site characteristics and knowledge of tree individual species requirements for formulation of annual tree planting plans
- Ability to perform advanced aerial imagery analysis and canopy volume analysis as part of the Village's annual monitoring of these metrics using GIS or other similar software
- Familiarity and comfort working with 3rd Party GIS vendors such as the Village's existing GIS consultant
- TRAQ Qualified staff: Each tree has TRAQ data associated, all inventory staff must have TRAQ qualification.
- Ability to perform ad hoc Tree Risk Assessments in a timely fashion (less than 24 hours' notice)
- Ability for staff to be on call for storm damage evaluation of trees in a short time frame after storms

- Experience analyzing GIS data and creating reports based on that data which can be submitted for insurance claims, litigation, etc.
- Demonstrated experience performing Fair Cash Value Appraisals according to the CTLA 9th and/or 10th Guide methodologies
- Ability and willingness to appear in depositions or trials due to tree related litigation regarding trees they have inspected
- Experience reviewing and drafting revisions to municipal tree ordinances

## 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 Tree Inventory Database Updates and Maintenance

Cost Per Tree or Planting Site for Tree Inventory Data Collection and Management

## 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			
	Organiz	ation Name	_
(Seal - If Corporation)			
Ву			_
	Authori	zed Signature	
	Address	;	-
	Telepho	one	-
Subscribed and sworn to before	me this	day of	, 2023
In the state of	. Notary	Public	
My Commission Expires:			
(Fill Out Applicable Paragraph B	Selow)		
(a) Corporation			
The Respondent is a corporation	n, which oper	ates under the lega	al name of
and is organized and existing un	der the laws	of the State of	
		<sup>•</sup>	

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

Signed \_\_\_\_\_

Sole Proprietor



<u>Attachment I.</u>

## **RESPONDENT CERTIFICATION**

\_\_\_\_\_, as part of its bid on a contract for

(name of Respondent)

the 24-106 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 \_\_\_\_\_, 2023

(Notary Public)



## Attachment II. TAX CO

TAX COMPLIANCE AFFIDAVIT

of

	, being first duly sworn, deposes and
says:	

that he/she is \_\_\_\_\_

(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 \_\_\_\_\_, 2023.

Notary Public's Signature

- Notary Public Seal -



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.
- 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.

<sup>&</sup>lt;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 Nam	e
Name of Business:			
Business Address:			
(Nur	mber, Street, Suite #)		(City, State & Zip)
Telephone <u>:</u>	Fax:		Web Address:
Subscribed to and sworn	before me this	_day of	, 2023.

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 <u>requested of all subConsultants working on this agreement</u>. 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

Total Employees												
					1	Males			I	emales		
												Total
Job Categories	Total	Total	Total		T	Г	1				1	Minorities
	Employees	Males	Females			American	Asian &			American	Asian &	
				Black	Hispanic	Indian &	Pacific	Black	Hispanic	Indian &	Pacific	
						Alaskan	Islander			Alaskan	Islander	
						Native				Native		
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Semi-Skilled												
Laborers												
Service Workers												
TOTAL												
Management Trainees												
Apprentices												
This completed and notarize	ed report must d	ассотрапу у	our Proposal.	It should	be attached t	to your Affidavi	t of Complia	nce. Failur	e to include i	t with your Pro	posal will be d	isqualify you
from consideration.												
		, being first	duly sworn, de	eposes an	d says that he	e/she is the						
(Name of Person Making								(Title or				
of	and that the o	above EEO R	eport informa	ition is tru	ie and accura	te and is submi	tted with the	intent the	at it			
be relied upon. Subscribed o	and sworn to be	fore me this	da	y of		, 20	023.					
		-										
( 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:	24-106 Urban Forestry Consulting and Inspection Service for the Public Works
	Department
Date Issued:	November 29, 2023

Comments: