



## VILLAGE OF OAK PARK

**REQUEST FOR PROPOSALS: COMMUNITY NEEDS ASSESSMENT FOR THE VILLAGE OF THE OAK PARK HEALTH DEPARTMENT, THE COMMUNITY MENTAL HEALTH BOARD OF OAK PARK TOWNSHIP, THE RIVER FOREST TOWNSHIP MENTAL HEALTH COMMITTEE and OAK PARK-RIVER FOREST ROTARY**

**DATE ISSUED: November 4, 2016**

### **I. REQUEST FOR PROPOSALS - INSTRUCTIONS AND SPECIFICATIONS**

The Village of Oak Park (“Village”) is requesting proposals from qualified Contractors to conduct a community health needs assessment for the Village of Oak Park Health Department, Community Mental Health Board of Oak Park Township, River Forest Township Mental Health Services and Oak Park – River Forest Rotary. This is a substantial research project which requires the successful individual, organization or firm to be on-site at various phases of the community health needs assessment.

The Village will receive proposals at the Health Department, Monday through Friday, 8:30 a.m. to 5:00 p.m., at 123 Madison, Oak Park, Illinois 60302. Proposals will be accepted until 5:00 p.m. (local time) on December 6, 2016. Firms responding to this Request for Proposals must submit five (5) copies of their proposals in sealed envelopes, and must conform to the format specified below.

The Village reserves the right to accept or reject any and all proposals or to waive technicalities. Information concerning this request for proposals is available from Mike Charley, Interim Health Director, 123 W. Madison, Oak Park, Illinois 60302. Mr. Charley can be reached by telephone at the following number, (708) 358-5489, or via e-mail at [mcharley@oak-park.us](mailto:mcharley@oak-park.us).

The documents constituting this request for proposals are listed below. Respondents are responsible for the completion of Sections V through IX, in their entirety and in the order presented below. Missing information or proposals that are deemed by the Village to be incomplete will not be considered for award.

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The result of this process will be a negotiated Professional Services Agreement with the selected contractor in substantially the form attached hereto.

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

Proposals due to Health Department	December 6, 2016
Preferred firm selected and notified	December 15, 2017
Execution and implementation work plan & work flow	January 15, 2017
Project complete	June 30, 2017

## II. BACKGROUND INFORMATION

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There are four distinct organizations that will collaborate on a single Community Health Needs Assessment process; the Village of Oak Park Health Department, the Community Mental Health Board of Oak Park Township, the River Forest Township Mental Health Committee and the Oak Park –River Forest Rotary. The four organizations have partnered to complete a community health needs assessment in the areas of public health, behavioral health and developmental disabilities. The outcome of this needs assessment process will be a written Community Health Plan (Illinois Project for Local Assessment of Needs (IPLAN)) that identifies community health priorities and results in evidence based strategies to address the community health priorities.

The **Village of Oak Park** is a full-service home rule municipal corporation located in Cook County, Illinois. Oak Park is a thriving, transit-oriented community of about 52,000 people located immediately west of the City of Chicago and known for its great neighborhoods, architectural heritage and innovative public policy initiatives. Within its 4.5 square miles live one of the region's most diverse mixes of cultures, races, ethnicities, professions, lifestyles, religions, ages and incomes.

The Village provides a full range of municipal services including an Illinois state certified health department. Certified health departments are required under Title 77 IL Adm. Code 600 Certified Local Health Department Code to complete a community needs assessment and submit a community health plan every five years in order to retain the certification.

The **Community Mental Health Board (CMHB) of Oak Park Township** was created in 1973 through the passage of a township referendum which created a taxing body to serve as the Local Mental Health Authority (708 Board). The CMHB’s authority is defined in Illinois statute 405 ILCS 20/1 *et. seq.*, and is charged with planning, developing, coordinating, evaluating, and funding services for persons with mental illnesses, alcohol or other drug dependence disorders, and developmental disabilities. The CMHB is comprised of nine Oak Park residents who are appointed by the Oak Park Township Supervisor and Board of Trustees. One member of the CMHB serves as the liaison to the Oak Park Township Board of Trustees. The CMHB is responsible for hiring staff to carry out the duties of the Board, and the authorization of expenses from the Community Mental Health Fund.

The **River Forest Township Mental Health Services** serves approximately 12,100 residents in River Forest, IL. The River Forest Township Health Committee works to enhance the mental health and developmental potential of residents by establishing a continuum of community based services through a partnership of community agencies. These agencies provide a flexible network of easily accessible services for the treatment and prevention of mental illness, developmental disabilities and substance abuse.

A comprehensive yet focused mental health needs assessment is an essential foundation of planning for the community's future. For clarity the term "community" has an explicit meaning for the Community Mental Health Board of Oak Park Township, the River Forest Township Mental Health Services and the Oak Park - River Forest Rotary. Community is defined as the residents of Oak Park & River Forest, but also includes the families and/or care-givers, service providers and other stakeholders in the lives of the mentally ill, developmental disabled and those affected by alcohol and substance use disorder.

### **III. AWARD OF CONTRACT**

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#### **A. Contract Term**

- a. The contract period commences on the date the agreement is fully executed and ends June 30, 2017.

#### **B. Authorization**

- a. Any agreement with a selected Contractor must be reviewed and approved by the Village Attorney, approved and authorized by the Village of Oak Park Board of Trustees, and executed by the Village Manager. The Contractor 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.

#### **C. Amount of Agreement and Payments**

- a. The agreement amount under this contract will be \$30,000. The Village of Oak Park will pay the contractor in three installments. One \$10,000 payment within 30 days of approval; one \$10,000 payment at the mid-point of the contract term; and a final payment of \$10,000 upon the successful completion of all contract deliverables. 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.

#### **D. Termination for Non-appropriation of Funds**

- a. The Village reserves the right to terminate any multiyear 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 appropriation for this purpose.

#### **E. Contractor Personnel Assigned to the Village of Oak Park Account(s)**

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

#### **F. Subcontracting**

- a. The Contractor shall not assign or subcontract any portion of the services to be provided without the written approval of the Village. The Contractor assumes responsibility for performance of all Sub-Contractors, whether or not authorized. In the event of a merger of a Contractor with another firm, this contract will be transferable to the successor firm only upon the approval of the Village President and Board of Trustees.

## G. Insurance Requirements

- a. The selected Contractor must purchase and maintain for the length of the agreement and coverage shall be provided as set forth in the agreement.

## IV. DELIVERABLES

The contractor is required to follow the process steps of the Assessment Protocol for Excellence in Public Health (APEX PH) needs assessment manual ([http://www.oak-park.us/sites/default/files/456678891/apexph\\_manual.pdf](http://www.oak-park.us/sites/default/files/456678891/apexph_manual.pdf)) when completing this needs assessment process. In addition, the contractor must provide all deliverables outlined in the detailed under “Part II Community Process Deliverables”, which will be further detailed within the agreement signed by both parties. The APEXPH needs assessment process is a three part process. The contractor will be responsible for facilitating and completing part II “The Community Process” and part III “Completing the Cycle” of the APEXPH process.

### Part II Community Process deliverables:

**Deliverable #1: Create, distribute, collect and provide written reporting on community survey** (*Deliverable Deadline March 15, 2017*)

1. Create survey in collaboration with the Village and its partners.
2. Distribute survey electronically to residents through the Oak Park FYI and other Village social media sources (Twitter, Facebook, E-news)
3. Village and partner organizations will distribute paper survey to community stakeholders
4. Collect survey results both electronic and paper.
5. Enter paper survey results into electronic format for analyzing results
6. Analyze survey results and provide a written report by March 15, 2017.

**Deliverable #2: Analyze Community Data and Provide Written Community Data Report** (*Deliverable Deadline March 15, 2017*)

1. Data sets in appendix A must be collected, analyzed and reported to the Village and its partners. The data shall describe the health of the zip codes provided including, but not limited to natality, mortality, morbidity and risk factors for illness in this jurisdiction. If data is not available, contractor must provide written statement describing why data is not available.
2. The most recent community-specific data available must be used.
3. The contractor shall contact the Illinois Department of Public Health to obtain data and community health indicators contained in the IPLAN Data system.
4. Data must be collected for the Village of Oak Park (zip codes 60302, 60304 & 60301) and Village of River Forest (zip code 60305). If data is not available at the zip code or municipal level, county and/or state or federal data can be used.
5. Provide survey results by March 15, 2017.

**Deliverable #3: Form and facilitate a Community Health Committee and Facilitate Meetings** (*Community Health Committee and Sub-Committee meetings scheduled End-March, mid-April and mid-May*)

The Village of Oak Park, Community Mental Health Board of Oak Park Township, River Forest Township and the Oak Park Rotary will identify 12-20 key community stakeholders to form a Community Health Committee (CHC) and then a smaller Behavioral Health Subcommittee (BHSC)/ Developmental Disabilities Subcommittee (DDSC) to represent the Townships' portion of the assessment process. The CHC, BHSC, and DDSC will play advisory roles to the four organizations regarding the community assessment function. The contractor shall be responsible for following the APEXPH manual process to:

1. Form and facilitate a Community Health Committee and subcommittees (CHC) (pg. 88, APEXPH)
  - a. Invite identified stakeholders/organizations as provided by Village and partners.
  - b. Facilitate all aspects of three (3) community health committee meetings of up to 4 hours/meeting, create agendas, moderate discussion, take attendance, take minutes and collect data/information required to identify community health problems, prioritize community health problems, analyze community health problems, inventory community health resources and develop a community health plan.
  - c. In addition, facilitate all aspects of two (2) Developmental Disability subcommittee meetings and one(1) Behavioral Health subcommittee meetings of up to 2 hours/meeting, moderate discussion, take attendance, take minutes and collect data/information required to identify community mental health problems, prioritize community mental health problems, analyze community mental health problems, inventory community mental health resources and develop a community mental health plan for both the Village of Oak Park and the Village of River Forest.
  - d. Information and data obtained through the Community Health Committee and subcommittee meetings to be used by the contractor to complete deliverable #4: Community Needs Assessment Plan Report.
2. APEX Meeting Process/Schedule

**MEETING #1:** Initial meeting of Committee, committee chairs will orient the members to their responsibilities and to The Community Process. Hand out copies of bylaws found in Appendix D of APEX process. In addition, committee will prioritize community health problems at this meeting.

- **Identify Community Health Problems:** In this step, the CHC is given an opportunity to review and add to the health problems identified earlier by the committee chairs.
  - Committee chairs will review of Community Health Problems Summary Sheet (list of 10 problems identified through data collection)
  - Members add up to 5 additional “problems” they identify or perceive as problems. Must meet definition of a “problem” – *A situation or condition of people which is considered undesirable, is likely to exist in the future and is measured as death, disease or disability.*
  - Committee chair will ask members to “Make a list of what they perceive to be the community’s most important health problem at the current time?”
  - The committee will discuss each health problem submitted with committee to clarify its definition and its importance as a community health problem.

**Prioritize Community Health Problems:** In this step, the CHC ranks the problems on the “Community Health Problems Summary Sheet” in order of importance to the community and selects five to address further in a Community Health Plan. The CHC’s participation in this step is critical to the success of The Community Process and to the health of the community. It allows the CHC to focus its energies on a limited number of highest priority health problems and gives the CHC members as sense of ownership of the prioritized health problems. The committee should select and rank the five health problems that they believe should be given the highest priority for community resources.

**Table 1.1: Commonly Used Prioritization Criteria from above document**

Criteria to Identify Priority Problem	Criteria to Identify Intervention for
<ul style="list-style-type: none"> <li>• Cost and/or return on investment</li> <li>• Availability of solutions</li> <li>• Impact of problem</li> <li>• Availability of resources (staff, time, money, equipment) to solve problem</li> <li>• Urgency of solving problem (H1N1 or air pollution)</li> <li>• Size of problem (e.g. # of individuals affected)</li> </ul>	<ul style="list-style-type: none"> <li>• Expertise to implement solution</li> <li>• Return on investment</li> <li>• Effectiveness of solution</li> <li>• Ease of implementation/maintenance</li> <li>• Potential negative consequences</li> <li>• Legal considerations</li> <li>• Impact on systems or health</li> <li>• Feasibility of intervention</li> </ul>

**MEETING #2 Analyze Community Health Problems:** In this step, the Community Health Committee analyzes each of the Health problems it has selected to address in a Community Health Plan; it develops a hypothesis about why a health problem exists. Later in step 8, it will use this hypothesis as a basis for recommendations on what should be done to reduce the problem, and when and where resources should be committed. Break into small groups for this analysis, each workgroup analyzing one of the high priority health problems. In addition, others in the community with special expertise could be invited to participate. Health staff members facilitate each working group (if resources permit). Use document titled “**Health Problem Analysis Worksheet**” (pg. 125, APEXPH) for each of the 3- 5 Health Problems, to identify 1) risk factors, 2) direct contributing factors & 3) indirect contributing factors.

- **Inventory Community Health Resources:** Health problems are corrected through actions that reduce the level of indirect contributing factors. In order to develop realistic plans for corrective actions, it is necessary to:
  - Conduct an inventory of community health resources. What are the local organizations within Oak Park that are potentially available to help reduce the indirect contributing factors of the problems the Committee has selected. Local organizations include:
    - Community Mental Health Board
    - Child Abuse Prevention Council
    - Substance abuse services
    - Prenatal care services
    - Corporate wellness programs

- Public transportation
- Waste recycling programs
- Sewage disposal regulatory process
- Raising the age to purchase tobacco to 21
- What are the County, State & Federal assets available at all levels of government?
- Barriers to reducing contributing factors must be identified to develop realistic plans. What are the barriers?
  - Lack of public transportation
  - Inadequate tax base
  - Lack of area-wide media interest
  - Historical bias
  - Conflict between special interest groups
  - Turf guarding by public and private agencies

**MEETING #3: Develop a Community Health Plan:** In the final step in The Community Process, the Community Health Committee (CHC) develops recommendations to present to the Board of Health for addressing the most critical health problems of the community. The “Community Health Plan Worksheet” (pg. 127, APEXPH) will be completed in this step.

**Several levels of objectives are set** for the Community Health Plan. To set these objectives the committee members must understand the following terms:

- Outcome Objective: A goal for the level to which a health problem should be reduced by some future date- *i.e.* what measurement of the health problem at some future date should reveal. An outcome objective is long term and measurable.
- Impact Objective: A goal for the level to which a risk factor should be reduced by some future date- *i.e.* what measurement of risk factor at some future date should reveal. An impact objective is intermediate in time (usually 3-5 years) and measurable.
- Process Objective: A goal for reducing the level of a direct or indirect contributing factor by some future date and the present time. A process objective is short term (usually 1-2 years) and measurable.

**Identifying Corrective Actions:** Actions which will reduce the indirect contributing factors should be identified. If, as there often is there are a number of indirect contributing factors for a health problem, a number of corrective actions may be required to achieve any improvement in the level of the health problem.

Corrective actions should be developed to address indirect contributing factors such as “low self-esteem” or “support for good educational programs.”

## **Deliverable #4: Community Health Plan Reports – Health IPLAN & Developmental Disabilities and Behavioral Health reports**

The Contractor shall be responsible completing a written Community Health Plan for both the Public Health Community Health Committee and the subcommittees. (Public Health IPLAN, Behavioral Health plan and Developmental Disability plan). The completed Community Health Plan shall include a description of each health problem addressed by the CHC, including the high risk population and current and projected statistical trends and factors which contribute to the level of the problem; what corrective activities are proposed; what community organizations are proposed to provide and coordinate the corrective activities and how progress towards the outcome, process and impact objectives will be measured. The Community Health plan shall be structured as follows:

1. Executive Summary
2. Purpose: A statement of purpose of the community health needs assessment that includes a description of how the assessment will be used to improve the health of the community;
3. Background: Provide information on the Village of Oak Park Health Department, Community Mental Health Board of Oak Park Township River Forest Township Mental Health Services and Oak Park Rotary
4. Organizational Capacity Assessment Details
  - a. Summary of Organizational Capacity Assessment: Health Director to draft this section for final report
  - b. A statement signed by the Director of Public Health indicating that the organizational capacity self-assessment was completed by the local health department and reviewed by the board of health.
  - c. Organizational chart of Health Department
5. Community Needs Assessment Details
  - a. A description of the community participation process (Community Health Committee & Survey)
  - b. Community Health Data, Analysis and Summary: A description of the health status and health problems most meaningful for the community in the data groupings designated by the Department in the IPLAN Data System.
  - c. Community Health Committee Summary and Stakeholders List: A list of community groups involved in the process, and method for establishing priorities;
  - d. Community Needs Assessment Methods and Process Summary: A description of the process used to develop the community health plan;
6. Results of Community Needs Assessment Process/List of Health Priorities: A description of each priority including the importance of the priority health need, summarized data and information on which the priority is based, the relationship of the priority to Health People 2020 National Health Objectives and subsequent revisions and factors influencing the level of the problem (e.g., risk factors, contributing and indirect contributing factors); At least one measurable outcome objective covering a five-year time frame related to each priority health need; At least one measurable impact objective related to each outcome objective; and At least one proven intervention strategy to address each impact objective. The description should include a discussion of: community resources that will contribute to implementation; estimated funding needed for implementation; and anticipated sources of funding.

## 7. Appendices

- a. Organizational Charts – Health and partners
- b. Community Health Committee meeting minutes
- c. APEXPH Health Problem Analysis Worksheets for each priority item
- d. APEXPH Community Health Plan Worksheet for each priority item
- e. Community Health Committee Stakeholders list
- f. Results of Organizational Capacity Assessment
- g. Analysis of Organizational Strengths and Problems Worksheet

## V. PROPOSAL SUBMITTALS

All firms interested in providing the deliverables outlined in this RFP must provide detailed responses for each of the questions listed below. Be sure to indicate next to your response the question that is being answered. If the answer is contained within any attached marketing material, please indicate precisely where the response to the particular question is located.

1. A general description of the firm and the history of the firm, including a description of the firm's experience and ability to provide the services requested. Include the number of years the company has been in business, the location of the corporate headquarters, and the total number of people employed by the company.
2. Proposers shall describe in general the manner in which the services will be provided, the manner in which they would oversee the work, how they propose to communicate the project status to the Village, and how disputes or issues are addressed.
3. Describe which employees (name, title and expertise) will be working on this project and their roles within the project
4. Professional Reference List
5. Provide evidence of the firm's experience in conducting community needs assessments.
6. Annotated listing of publications, reports, etc. of prior research work or needs assessments.
7. In addition, proposers shall provide the Village with any other relevant information pertaining to the scope of work and any additional information deemed relevant by the Village.

## VI. EVALUATION PROCESS & CRITERIA

### A. Evaluation Process

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

### B. Evaluation Criteria

1. Proposals shall provide a straight-forward, concise description of the Contractor'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:
  - i. Qualifications and experience providing public health/mental health community needs assessments for government agencies with similar community/populations.

- ii. Performance (quality and efficiency) providing public health/mental health community needs assessments for government agencies with similar community/populations.
2. 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.

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**V. PROPOSAL FORM**

The undersigned proposes to furnish Occupational Health Services for the Village of Oak Park as follows:

**Fee for Specified Work:** – The Village is providing a set rate of \$30,000 for this project.

**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  
(Seal - If Corporation)

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

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

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

**VI. 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 and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. The Proposing 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 and verified the facts contained in the proposal in detail before submitting it;
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing 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 relating to "Proposing Requirements".
6. Neither the Proposing Firm nor its affiliates is barred from contracting with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the contract in civil action.
7. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
8. All statements made in this application are true and correct.

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

Name of Business: \_\_\_\_\_ Your Title: \_\_\_\_\_  
\_\_\_\_\_

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

(Number, Street, Suite #)

(City, State & Zip)

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

<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.

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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Notary Public

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**VII. ORGANIZATION OF PROPOSING FIRM**

(Complete Applicable Paragraph Below)

(a) **Corporation:** The Contractor is a corporation, operating under the legal name of \_\_\_\_\_, is organized and existing in good standing under the laws of the State of \_\_\_\_\_ and is authorized to conduct business in the State of Illinois. The full names of its

Officers are:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

The Name and Address of its Registered Agent is: \_\_\_\_\_ (Name)

\_\_\_\_\_  
(Number, Street, Suite #)

\_\_\_\_\_  
(City, State & Zip)

The corporation has a corporate seal. (In the event that this proposal 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) **Partnership:** The Contractor is a Partnership operating under the name \_\_\_\_\_

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

_____	_____
_____	_____
Name Signature	Address
_____	_____
_____	_____
_____	_____
_____	_____

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

If the partnership does business under an assumed name, the assumed name is \_\_\_\_\_ which is 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.

(c) **Sole Proprietor:** The Contractor is a Sole Proprietor. If the Vendor does business under an Assumed Name, the Assumed Name is \_\_\_\_\_, which is registered with the Cook County Clerk. The Vendor 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: \_\_\_\_\_

The name and address of any affiliated person of the business entity, including a description of the affiliation. \_\_\_\_\_

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

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**VIII. VILLAGE OF OAK PARK EQUAL EMPLOYMENT OPPORTUNITY REPORT**

Please fill out this form completely. 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 Finance Department at 708-358-5470. **An EEO-1 Report may be submitted in lieu of this report .**

1. Vendor Name: \_\_\_\_\_

2. Check here if your firm is:

<b>EEO REPORT (An EEO-1 Report may be submitted in lieu of this report)</b>												
Please fill out this form completely. <b>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.</b> An incomplete form will disqualify your proposal. For assistance in completing this form, contact the Finance Department at 708-358-5471.												
<b>Vendor Name:</b>				<b>Total Employees:</b>								
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												
<b>This completed and notarized report must accompany your bid. It should be attached to your Affidavit of Compliance. Failure to include it with your bid will be disqualify you from consideration.</b>												

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is \_\_\_\_\_  
 (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 \_\_\_\_\_, 2016.  
 \_\_\_\_\_ ( Signature ) \_\_\_\_\_ ( Date )

\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ DBE \_\_\_\_\_ None of the above

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 subcontractors working on this contract. Forms will be furnished to the lowest responsible bidder with the notice of contract award, and these forms must be completed and submitted to the Village before the execution of the contract by the Village.

**END OF PROPOSAL**



## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and \_\_\_\_\_ d/b/a \_\_\_\_\_, a \_\_\_\_\_ corporation authorized to conduct business in the State of Illinois (hereinafter referred to as the "Contractor").

### **RECITALS**

**WHEREAS**, the Village intends to have the Contractor conduct a community health needs assessment (hereinafter referred to as the "Services") for the Village of Oak Park Health Department, Community Mental Health Board of Oak Park Township, River Forest Township Mental Health Services and Oak Park-River Forest Rotary pursuant to the Village's Request for Proposals dated November \_\_, 2016, incorporated herein by reference as though fully set forth, and the Contractor's Proposal dated \_\_\_\_\_, attached hereto and incorporated herein by reference; and

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

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

**1. RECITALS INCORPORATED.**

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

**2. SERVICES OF THE CONTRACTOR.**

2.1. The Services consist of the professional services as more completely described in the Contractor's Proposal dated \_\_\_\_\_ and the Village's Request for Proposals dated November \_\_, 2016. After written authorization by the Village, the Contractor shall provide the Services for the Project. 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. The Contractor shall submit to the Village all reports, documents, data, and information set forth in the Project. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Contractor shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to the Contractor's failure to provide any required submittal in conformance with this Agreement.

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

2.4. Village Authorized Representative. The Interim Health Director or the Interim Health Director's designee shall be deemed the Village's authorized representative, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Contractor with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.5. Contractor's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Contractor hereby designates \_\_\_\_\_ as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Contractor and with the effect of binding the Contractor. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Contractor as having been properly and legally given by the Contractor. The Contractor shall have the right to change its Authorized Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

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

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

3.1. The Village shall compensate the Contractor for the Services in an amount not to exceed \$ 30,000 ("Contract Price"). The Village of Oak Park will pay the contractor in three

installments. One \$10,000 payment within 30 days of approval; one \$10,000 payment at the mid-point of the contract term; and a final payment of \$10,000 upon the successful completion of all contract deliverables. All invoices will be paid within 30 days of approval. 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 within the general scope of this Agreement in the Services to be performed by the Contractor. If such changes cause an increase or decrease in the amount to be paid to Contractor or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by the Contractor shall be furnished without the written authorization of the Village.

3.3. The 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; (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 the Contractor is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing Contractors Services; (4) delay in the progress or completion of the Services; (5) inability of the Contractor to complete the Services; (6) failure of the Contractor to properly complete or document any pay request; (7) any other failure of Contractor to perform any of its obligations under this Agreement; or (8) the cost to the Village, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify the Contractor of cause for withholding within fourteen (14) days of receiving invoice.

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due the Contractor under this Agreement to

reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Contractor under this Agreement.

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

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

4.1. This Agreement shall take effect on the Effective Date as defined herein and shall expire at 11:59 p.m. on December 31, 2017, unless terminated earlier or renewed pursuant to the provisions of this Agreement.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days' written notice pursuant to Section 18 below of its intent to terminate.

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

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

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

agents or volunteers. The Contractor's duty to defend shall not apply with respect to any Claims that arise from the performance of professional services.

**6. INSURANCE.**

6.1. The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 5. The Contractor shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least B+9, 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 5 and indemnify, hold harmless and defend the Village, its officers, 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	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
- iii. Cover all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor.

**(B) 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 work on the Project, and in case work is sublet, the 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 workers' compensation insurance, the Contractor shall provide, and shall cause each

subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **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

(E) **Umbrella:**

- i. Limits:  
Each Occurrence/Aggregate \$2,000,000.00

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

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

6.4. The Contractor understands and agrees that, except as to Professional Liability, any insurance protection required by this Agreement or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

**7. SUCCESSORS AND ASSIGNS.**

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

**10. STANDARD OF CARE.**

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

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

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

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

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

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

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

11.1. 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 project and payment to the Contractor all amounts then due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Contractor shall have the right to retain copies of the Documents for its files. The Contractor shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

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

shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project 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. The Contractor shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 *et seq.*) ("FOIA") request within five (5) business days after the Village issues notice of such request to the Contractor. The Contractor shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. The Contractor shall defend, indemnify, and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Contractor's actual or alleged violation of the FOIA, or the Contractor's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Contractor agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Contractor shall defend, indemnify, and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to the Village.

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

## **12. SAVINGS CLAUSE.**

12.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

**13. NON-WAIVER OF RIGHTS.**

13.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

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

**14. THE VILLAGE'S REMEDIES.**

14.1. If it should appear at any time prior to final payment that the Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Contractor's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after 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:

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

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

14.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

14.1.4. The Village may withhold any progress payment or final payment from the Contractor, whether or not previously approved, or may recover from Contractor, any and all costs but not exceeding the amount of the Contract Price, including attorneys' fees and

administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

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

**15. NO COLLUSION.**

15.1. The Contractor hereby represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless 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.* The 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 the Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

**16. ENTIRE AGREEMENT.**

16.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

**17. GOVERNING LAW AND VENUE.**

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

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

**18. NOTICE.**

18.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by facsimile or electronic 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:

Interim Health Director	_____
Village of Oak Park	_____
123 Madison Street	_____
Oak Park, Illinois 60302	_____
Fax: (708) 358-5101	Fax: _____
Email: <a href="mailto:villagemanager@oak-park.us">villagemanager@oak-park.us</a>	Email: _____

18.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

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

**19. BINDING AUTHORITY.**

19.1. 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.

**20. HEADINGS AND TITLES.**

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

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

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

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

**22. EFFECTIVE DATE.**

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

**23. AUTHORIZATIONS.**

23.1 The 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 Interim Health Director warrants that he has been lawfully authorized to execute this Agreement. The Contractor and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

**24. EQUAL OPPORTUNITY EMPLOYER.**

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

**[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: Mike Charley  
Its: Interim Health Director

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

Dated: \_\_\_\_\_, \_\_\_\_

Dated: \_\_\_\_\_, \_\_\_\_

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Teresa Powell  
Its: Village Clerk

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

Dated: \_\_\_\_\_, \_\_\_\_

Dated: \_\_\_\_\_, \_\_\_\_