
SECTION 1
REQUEST FOR BIDS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Fire Department Uniform Supply
Issuance Date: March 16, 2022

The Village of Oak Park will be accepting Proposals from qualified vendors to supply the Village's Fire Department with uniforms as further described in this Request for Bids.

Bids will be accepted at the Oak Park Fire Department, 100 N. Euclid Ave. Oak Park, IL. 60301, Monday through Friday, 7:30 a.m. to 4:00 p.m., until 3:00 p.m. local time on Wednesday, March 30, 2022.

Specifications and Proposal forms may be obtained at the Fire Department or on the Village's website <http://www.oak-park.us/your-government/finance-department>.

The Oak Park Fire Department is open to the public. To hand deliver proposals, proposers may leave the proposals in the Fire House mailbox or drop off to the Fire Department during business hours Monday-Friday 7:30-4:00. There will not be a formal 'bid opening' for the contract. Electronic signatures will be accepted on all documents. Proposals or questions may also be emailed to Ron Kobyleski, Fire Chief at rkobyleski@oak-park.us.

The Village reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept any item of any proposal.

Submission of Proposals

The Proposal shall be submitted on the Proposal form included herewith. The Proposal shall be submitted in a sealed envelope marked:

"Fire Department Uniform Supply"

Shall bear the return address of the Proposer, and shall be addressed as follows:

TO: Ron Kobyleski, Fire Chief
Oak Park Fire Department
100 N. Euclid Ave.
Oak Park, Illinois 60301

SECTION 2

PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Proposal

All proposals must be delivered to the Fire Department by the specific time indicated on the cover page. Proposals arriving after the specified time will not be accepted. Mailed Proposals that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. Proposals must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Proposals shall be sealed in an envelope and marked as stated on the cover page.

Award of Agreement

The selected proposer shall enter into an Agreement with the Village in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Vendor and returned within ten (10) calendar days after the Agreement has been mailed to the Vendor. The Vendor shall execute three copies of the Agreement. One fully executed copy will be returned to the Vendor. See Section XI for a sample copy of the agreement.

The Agreement will be awarded in whole or in parts, to the responsible proposer or proposers whose Proposal, conforming to the Request for Proposals, will be most advantageous to the Village; price and other factors considered.

Costs of Preparation

The Village will not be responsible for any expenses incurred in preparing and submitting a Proposal or entering into the applicable Agreement.

Taxes not Applicable

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax. Vendor s should exclude these taxes from their prices.

Withdrawal of Proposals

Any Vendor may withdraw its proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of Proposals, by signing a request therefore. No Vendor may withdraw or cancel its Proposal for a period of sixty (60) calendar days after the advertised closing time for the receipt of Proposals. The successful Vendor may not withdraw or cancel its Proposal after having been notified that the Proposal was accepted by the Village Board of Trustees.

Investigation of Vendors

The Village will make such investigations as are necessary to determine the ability of the Vendor to fulfill proposal requirements. If requested, the Vendor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and proposals. In addition, the Vendor shall furnish the Village with any information the Village may request and shall be prepared to show completed work of a similar nature to that included in its Proposal. The Village reserves the right to visit and inspect the premises and operation of any Vendor.

Rejection of Vendor

The Village will reject any proposal from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any Proposal from a Vendor that failed to satisfactorily complete work for the Village under any previous agreement.

Conditions

Vendors are advised to become familiar with all conditions, instructions and specifications governing the work. Vendors shall be presumed to have investigated the requirements, conditions and scope of the work before submitting a Proposal. The Village reserves the right to accept or reject any and all proposals or to waive technicalities. The selected vendor will enter into the Professional Services Agreement as approved and authorized by the Village of Oak Park Board of Trustees as applicable, 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.

Compliance with Applicable Laws

The proposer will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

Governing Law

All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

Subletting of Agreement

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the vendor 's Proposal. In no case shall such consent relieve the vendor from its obligations or change the terms of the Agreement.

Interpretation of Agreement Documents

Any Vendor with a question about this Request for Proposals may request an interpretation thereof from the Village. If the Village changes this Request for Proposals, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective Vendors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the vendor 's responsibility to obtain all addenda issued. Vendors will provide written acknowledgment of receipt of each addendum issued with the proposal submission.

Minority Business and Women Business Enterprise Requirements

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of vendors and sub-vendors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Fees and Cost

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

Dispute Resolution

The Village of Oak Park does not agree to the mandatory arbitration of any dispute.

SECTION 3

DETAILED SPECIFICATIONS

Intent: The Village of Oak Park is seeking a qualified vendor to purchase of uniforms and equipment used by its Fire Department personnel. The successful vendor will be required to obtain measurements of Village personnel and deliver all uniforms and equipment as stated in the specification.

Contract Term: The initial term of this contract shall begin on January 1, 2022 and through December 31, 2022 subject, however, to the right of the Village to cancel and terminate the same at any time by giving notice in writing to the vendor. In the event of such termination, the vendor shall be entitled to receive payment for services and work performed and materials and equipment furnished under the terms of the contract prior to the effective date of such cancellation, but will not be entitled to receive any damages on account of such or any further payment whatsoever.

Upon mutual agreement, this contract may be extended for three one-year optional extensions. An economic adjustment for labor, material, and equipment costs may be negotiated for each one-year extension to the contract after the initial one-year contract period.

Alternate Products: Reference to a specific brand is intended as an indication of the Village's minimum product requirements. Bidders may submit those products they deem "equal to" or "better than" those specified, unless specifically noted as "*NO EXCEPTION*". The burden of proof as to the acceptability of the alternate shall be on the Bidder. Following the bid opening, the Village will review the alternate product for acceptability. The Village's decision will be final.

When submitting an alternate product, the vendor shall provide detailed information for the alternate product on the *Detail Exception Sheet* at the time of bid submittal. The Village reserves the right to request that the Bidder provide samples of clothing or uniform related items for all equivalent or alternate items listed. Failure to submit the sample clothing items, if requested, may be cause for rejection of the bid. Upon request of a sample, Bidders who wish the return of their sample clothing items may specify this. It will, however, remain the Bidder's responsibility to contact the Village following the award of contract to arrange pick-up of their samples.

References: Bidders shall provide a list of at least three (3) municipalities with whom they have done business with in the past five (5) years. Information shall include company name, contact names, phone number, and e-mail address. The Village may contact any and all references during the review process.

Initial Fitting: The vendor must provide initial fitting services for all members of the fire department, on-site at the Village's fire department. For all future members or members that must change sizes, the Supplier must provide a fitting center/location where the department members can go to get sized within a 15-mile radius. The vendor will provide on line appointment system for fire department members to schedule fittings Monday thru Friday during normal business hours.

Order Placement: The Supplier must provide a web-based ordering system and the ordering page must be developed by the Supplier as specified by the Village. This system must be able to handle a quarter-master system. A "check-and-balance" component must be present in the system, so orders do not get processed until approved by the Quartermaster from the fire department. Orders cannot be phoned in, faxed or placed in any way other than the web-based ordering system. The fire department members must have access to the website 24/7 365 days a year with set categories for each rank determined by the Village to include a "New Hire Initial Issue" section. Admittance to the website will be password protected with access by authorized personnel only. Only the approved selection of products will be displayed for each rank to order. The Supplier must provide a section that would allow members to order fire department issued quartermaster items such as flashlights, FF glove etc. and track the inventory that has been issued to those members. Upon request from the Village, the Supplier will provide a demonstration of the web-based ordering system.

Backorders: All backorders shall be shipped to the Village immediately upon availability. Shipping of any individual backorder shall not be delayed in order to ship it with a group of other backorders. Vendors shall advise the average length of time required for backorders on the *Bid Sheet*. The Village understands this is an estimate only based on the Bidder's previous experience with the required products.

Delivery: Orders shall be delivered within thirty (60) business days of receipt of the order by the Supplier. If there are any issues or delays beyond thirty (60) days, the Supplier shall contact the fire department Quartermaster and advise him/her as to the reason for the issue/delay and the expected date of delivery.

All orders shall be checked for accuracy by the Supplier and then sent to The Village of Oak Park Fire Department Main Fire Station at 100 N. Euclid Ave, Oak Park, IL. 60301. The Supplier shall provide a system where the Quartermaster will verify the orders when he/she receives it, so any discrepancies can be handled between the Quartermaster and the Supplier.

Return Policy: A return policy will be established where the Supplier will be responsible for the return item pick up and any delivery charges that may be incurred. If the bidder has a Return/Exchange Policy, a copy of the policy shall be included at time of bid submittal for the Village's review. It is expected that all credits for returns or exchanges will be received by the Village within two weeks of the actual date of the return or exchange.

Invoicing: All invoicing and credits will be processed through the Village of Oak Park payment process. A Village purchase order tracking number will be used to reference each order.

Warranty: All uniforms and equipment shall carry the standard manufacturer's warranty. Bid submittals shall include warranty information for each item bid.

Required Reporting: The Administrative page must also feature a built-in reporting system that the Quartermaster can access 24/7, 365 to create usage and budget reports based on a number of criteria outlined by the department to include, budget and spending by rank, customer and product usage.

Additional Detail: Upon request, the Village will supply pictures displaying badge, hat badge, name tag collar pin design as well as any embroidery work for clarification. The vendor must provide full time (40 hours per week) their own in-house embroidery, screen printing, heat transfer and alteration departments in order to maintain the uniformity, quality and timeliness of work performed. A facility inspection will be performed to verify.

Questions: All questions shall be submitted in writing no less than five (5) business days prior to the scheduled bid opening via e-mail to rkobyleski@oak-park.us Absolutely no Bidder contact will be allowed with fire department personnel during the open solicitation period concerning this Invitation for Bid.

Oak Park Fire Department Uniform and Equipment Description

Polos:

- 5.11 Tactical polo.
- Chief Officers
 - 5.11 Tactical short sleeve polo, white, grey and red in color with matching buttons.
 - 5.11-41060
- Lieutenants
 - 5.11 Tactical short sleeve polo, grey and red in color with matching buttons.
 - 5.11-41060
- Firefighter/Paramedic
 - 5.11 Tactical short sleeve polo, dark navy in color with dark navy buttons.
 - 5.11-41060
- Polos embroidered with Oak Park Fire Department Maltese on left chest (White = navy and red shirts, Red = white and grey shirts) and name/rank on right chest (Gold = navy, white, grey, red. Red = Lt grey shirts only)

Job-Shirt:

- 5.11 Tactical 1/4 zip job-shirt in dark navy
 - 5.11-72314
- Job-shirt embroidered with Oak Park Fire Department Maltese on left chest in white. Name and rank in gold on right chest.

T-shirts:

- Chief Officers
 - Hanes Beefy T S/S T-Shirt in white or grey
 - LU-761MWH
- Lieutenants
 - Hanes Beefy T S/S T-Shirt in grey
 - LU-761MWH
- Firefighter/Paramedic
 - Hanes Beefy T S/S T-Shirt in navy
 - LU-761MWH

Work Pants:

- First Tactical V2 Tactical Pant with comfort waistband, Teflon coating, gusseted construction, and mechanical stretch fabric in dark navy.
 - 114011-729

Work Shorts:

- 5.11 TacLight Pro shorts with comfort waistband, Teflon coating, gusseted construction, and 6.14 oz polyester/cotton TACLITE ripstop fabric in dark navy.
 - 5.11-73308

Dress Pants:

- Anchor Uniforms 100% Polyester dress pant with permanent military creases with four pockets and ¾" belt loops in dark navy.
 - AU-230PY

Class A Jacket:

- Anchor Uniforms, Command Single Breasted 100% Polyester Dress Coat.
Description: Dark Navy dress Jacket with four single-breasted OPFD front buttons, notched lapels, two box pleated breast pockets with scalloped flaps with OPFD buttons, two lower simulated pockets with scalloped flaps and OPFD buttons, back center vent design, shoulder pads, lined sweat shields, badge tab, and crossed stitched shoulder straps with OPFD buttons. OPFD buttons to be supplied by the Village.
- Chief Officers
 - OPFD buttons are to be gold according to rank or position.
 - Sleeve stripes are to be gold according to rank or position.
 - Years of service Maltese crosses embroidered on left wrist in gold.
 - AU-210PY
- Lieutenants
 - OPFD buttons are to be silver according to rank or position.
 - Sleeve single stripe to be silver.
 - Years of service Maltese crosses embroidered on left wrist in silver.
 - AU-210PY
- Firefighter/Paramedic
 - OPFD buttons are to be silver according to rank or position.
 - Years of service Maltese crosses embroidered on left wrist in red.
 - AU-210PY

Class A Dress Shirts:

- Horace Small or its equivalent description: Shirts shall have permanent military creases, epaulets, badge holder, name plate holes, and two pleated breast pockets with pocket flaps secured to pockets by Velcro-type fasteners at each end point. Left breast pocket will provide a 1-1/4" concealed pencil/pen opening. Oak Park Fire

Department fire department patch on left shoulder, and reverse gold border flag patch on right shoulder.

- Chief Officers, Lieutenants and Firefighter/Paramedic
 - Horace Small short sleeve poly-cotton blend, white in color with clear buttons.
 - Male style HS1212
 - Horace Small long sleeve poly-cotton blend, white in color with clear buttons.
 - Male style HS1116

Footwear (work):

- Redback 6" Slip on. Description: Leather composite toe shoe that meets or exceeds OSHA and ASTM F2413-05 standards for electrical hazards. Steel/composite toe must meet or exceed OSHA and ASTM F2413-05 standards for impact and compression.
 - RB-USBBK-BLK

Footwear (dress):

- Thorogood Poromeric Academy Oxford shoe or equivalent. Description: High gloss (Corofram) upper, breathable lining, cushioned removable insert, non-marking outsole, Goodyear welt construction.
 - WB-8316031

Outerwear:

- Anchor Class A Trench Coat with removable liner in dark navy.
 - AU-210PY
- Game The Bravest quilted jacket in dark navy.
 - GS-1221-J
- Bravest jacket outer shell embroidered with Oak Park Fire Department Maltese on right chest (Gold = Chiefs, Silver = Capt./LT., Red = FIREFIGHTER/PARAMEDIC) and name (name/rank for officers) on right chest below Maltese.

Headwear:

- Dress hat – Keystone Round top-Class A cap . Description:
- Chief Officers
 - White leatherette construction, 6 flame black velvet bill, with black velvet base of hat, gold chin strap, cap to have hole for badge, black rosette and OPFD gold buttons.
- Lieutenants

- White leatherette construction, black high gloss bill with black velvet base of hat, silver chin strap, cap to have hole for badge, black rosette, and OPFD silver buttons.
- FIREFIGHTER/PARAMEDIC
 - Dark Navy blue in color, cloth construction to match uniform, black high gloss bill, black high gloss chin strap, cap to have hole for badge, black rosette, and OPFD silver buttons.
- New Era Flex-fit and adjustable dark navy baseball cap
 - Sizes S/M & L/XL and adjustable
 - NE-1020-D6725 and NE-200-D6725
 - Chief Officers: Embroidered OPFD logo in gold. Rank optional on rear.
 - Lieutenant: Embroidered OPFD logo in gold. Rank optional on rear.
 - Firefighter/Paramedic: Embroidered OPFD logo in gold
- Fold over knit 12" dark black winter cap or its equivalent.
 - All Ranks: Embroidered OPFD in red outlined in white.

Exercise wear:

- 9" Badger Pro Mesh pocketed short in dark navy with Embroidered OPFD logo in gold on left thigh area.
 - Style 7219

Miscellaneous:

- Boston Leather belt, black in color, plain, 1.75"
 - Buckles, silver or gold per rank designation
- Clip on tie or four in hand tie: Black in color, wool blend, assorted lengths
- Name plate: Smith & Warren
 - Chief Officers: Polished gold with rank on top and name on bottom.
 - Lieutenants, and FIREFIGHTER/PARAMEDICS: Polished silver with rank on top and name on bottom.

Insignia:

- Chief
 - Smith & Warren style SW-121XL five gold crossed bugles cutout hat badge or equivalent.
 - Smith & Warren style SW-C189R five gold crossed bugles with red enamel background or equivalent.
- Deputy Chief
 - Smith & Warren style SW-122XL four gold crossed bugles cutout hat badge or equivalent.

- Smith & Warren style SW-C187R four gold crossed bugles with red enamel background or equivalent.
- Battalion Chief
 - Smith & Warren style SW-118XL three gold crossed bugles cutout hat badge or equivalent.
 - Smith & Warren style SW-C175R three gold crossed bugles with red enamel background or equivalent.
- Lieutenant
 - Smith & Warren style SW-115XL one silver bugle cutout hat badge or equivalent.
 - Smith & Warren style SW-C181R one silver bugle with red enamel background or equivalent.

SECTION 4

Uniform and Equipment Contract

Detailed Cost/Proposal Sheets

*The descriptions provided in this spreadsheet are minimal. Bidders shall refer to the written specification for more detailed descriptions and shall respond to each item below as if written the same as the written specification. All marking and lettering will be as indicated in the written specification.

Alternates: If providing an alternate manufacturer for consideration, list the brand/manufacturer name and part number. During review of all submittals received, the Village may request samples of alternates. If identified an "NO EXCEPTION", no alternate will be approved.

No	Item	If alternate, provide Brand/Manufacturer Name	If alternate, provide Brand/Manufacturer Part No.	Cost
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Shirts:

1	Horace Small short sleeve white #HS1212			\$
2	Horace Small long sleeve white #HS1116			\$
4	5.11 Tactical short sleeve polo # 5.11-41060	NO EXCEPTIONS	NO EXCEPTIONS	\$
5	5.11 Tactical ¼ zip job-shirt in dark navy #5.11-72314	NO EXCEPTIONS	NO EXCEPTIONS	\$
6	Cotton short sleeve t-shirt Hanes Beefy T S/S T-Shirt LU-761MWH			\$

Pants:

7	First Tactical V2 pant in dark navy #114001-729	NO EXCEPTIONS	NO EXCEPTIONS	\$
8	Horace Small 100% poly Class A pant #HS2149			\$

Class A jacket:

9	Anchor Uniforms Class A dress jacket #AU-210PY			\$
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Footwear:

10	Redback 6" Slip on composite toe station boot #RB-USBBK-BLK	NO EXCEPTIONS	NO EXCEPTIONS	\$
11	Thorogood Class A dress shoe #WB-8316031			\$

Outerwear:

12	Game The Bravest quilted jacket in dark navy. GS-1221-J	NO EXCEPTIONS	NO EXCEPTIONS	\$
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Headwear:

13	Dress hat – Round top-Class A leatherette cap in white for officers #			\$
14	Dress hat – Round top-Class A cap in dark navy for FIREFIGHTER/PARAMEDIC			\$

15	New Era Flex-fit and adjustable dark navy baseball cap #NE-1020-D6725 and NE-200-D6725	NO EXCEPTIONS	NO EXCEPTIONS	\$
16	Fold Over knit 12" navy winter cap			\$

Exercise Wear:

17	9" Badger Pro Mesh pocketed short in dark navy #7219			\$
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Miscellaneous:

18	Boston Leather belt, black in color 1.75"	NO EXCEPTIONS	NO EXCEPTIONS	\$
20	Clip on tie or four in hand tie with various lengths			\$

Insignia:

CHIEF

21	S&W five gold crossed bugles cutout hat / epaulet badge #SW-121XL			\$
22	S&W five gold crossed bugles collar pins with red enamel back #SW-C189R			\$

DEPUTY CHIEF

23	S&W four gold crossed bugles cutout hat / epaulet badge #SW-122XL			\$
24	S&W four gold crossed bugles collar pins with red enamel back #SW-C187R			\$

BATTALION CHIEF

25	S&W three gold crossed bugles cutout hat / epaulet badge #SW-118XL			\$
26	S&W three gold crossed bugles collar pins with red enamel back #SW-C175R			\$

LIEUTENANT

28	S&W one silver vertical bugle cutout hat / epaulet badge #SW-115XL			\$
29	S&W one silver vertical bugle collar pins with red enamel back #SW-C181R			\$

BID SHEET

Note: the Bidder must complete all portions of the Bid Sheet.

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned Bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720 ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue. (65 ILCS 5/11-42.1-1)

It is understood at the Village reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Bidding Company Name: _____

If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the Village must be advised of the subcontractor's company name, address, telephone number and fax numbers, and a contact person's name at the time of bid submittal.		
Will you be utilizing a subcontractor?	YES	NO
If yes, have you included all required information with your bid submittal?	YES	NO

-OR-

NO BID – Keep our company on your Bidders List	:Signature :Date
NO BID – Remove our company from your Bidders List	:Signature :Date

- Note: Please feel free to attach further explanation if desired as to your reasons for not submitting a bid.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

_____ (Company Name) is not barred by law from submitting a bid to the Village for the project contemplated herein because of a conviction

for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid rotating); and that

_____ (Company Name) is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

_____ (Company Name) provides a drug free workplace pursuant 30 ILCS 580/1, et seq.; and that

_____ (Company Name) certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 265/1 et. Seq., Public Act 095-0635: and that

_____ (Company Name) is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Bidder's Firm Name

Signed Name and Title

Street Address

Print Name and Title

City State Zip

E-mail Address

Phone Number

Fax Number

Date

DETAILED EXCEPTION SHEET

EXCEPTIONS: Any exception must be clearly noted on the *Detail Exceptions Sheet(s)*. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential bidder from bidding by virtue of the specifications, but to describe the material(s) and services(s) actually required. The Village reserves the right to accept or reject any or all exceptions.

DETAIL EXCEPTIONS SHEET MUST BE ENCLOSED WITH BID SHEET.

Bidder's exceptions are:

[illegible]

MUNICIPAL QUALIFICATION REFERENCE SHEET

Proposers shall furnish a minimum of four (4) references from projects similar in scope within the last two (2) years.

<u>MUNICIPALITY</u>	_____
<u>ADDRESS</u>	_____

<u>CONTACT</u>	_____
<u>PHONE</u>	_____
<u>WORK</u>	_____
<u>PERFORMED</u>	_____

<u>MUNICIPALITY</u>	_____
<u>ADDRESS</u>	_____

<u>CONTACT</u>	_____
<u>PHONE</u>	_____
<u>WORK</u>	_____
<u>PERFORMED</u>	_____

<u>MUNICIPALITY</u>	_____
<u>ADDRESS</u>	_____

<u>CONTACT</u>	_____
<u>PHONE</u>	_____
<u>WORK</u>	_____
<u>PERFORMED</u>	_____

SECTION 5
ORGANIZATION OF FIRM

Please fill out the applicable section:

A. Corporation:

The Contractor is a corporation, legally named _____ and is organized and existing in good standing under the laws of the State of _____. The full names of its Officers are:

President_____

Secretary_____

Treasurer_____

Registered Agent Name and Address: _____

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

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

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

C. Partnership:

The Contractor is a Partnership which operates under the name _____

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

_____	_____
_____	_____
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

[THIS SPACE LEFT INTENTIONALLY BLANK]

SECTION 6
COMPLIANCE AFFIDAVIT

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

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. I have examined and carefully prepared this Proposal based on the request and have verified the facts contained in the Proposal in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
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 affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 related 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 completed the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates are barred from enter into an 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 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 agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-312 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 and Federal Executive Orders #11246 and #11375 which are

¹ Affiliates means: (i) any subsidiary or parent of the agreeing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreeing 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 agreeing business entity.

incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**

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

Signature: _____

Name and address of Business: _____

Telephone _____ E-Mail _____

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

Notary Public

- Notary Public Seal -

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SECTION 7

M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal.

1. Contractor Name: _____

2. Check here if your firm is:

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

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

3. What is the size of the firm's current stable work force?

_____ Number of full-time employees

_____ Number of part-time employees

4. Similar information will be requested of all sub-contractors performing work pursuant to the applicable agreement. Forms will be furnished to the lowest responsible contractor 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: _____

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.

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

Contractor Name_____

Total Employees_____

					Males				Females				
Job Category	Total # of Empl.	Total Males	Total Females	Black	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Total Minorities
Officials & Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Semi-Skilled													
Laborers													
Service Workers													
Management Trainees													
Apprentices													

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

_____, being first duly sworn, deposes and says that he/she is
(Name of Person Making Affidavit)

_____ of _____ and that the
above EEO
(Title or Officer)

Report is true and accurate and is submitted with the intent that it be relied upon.

(Signature)

(Date)

SECTION 7



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is entered into this _____ day of _____, 2022, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and _____, an _____ (hereinafter referred to as the “Contractor”).

RECITAL

WHEREAS, the Village intends to have the Contractor to provide uniform services for the Village’s Fire Department personnel pursuant to Contractor’s Proposal dated _____, attached hereto and incorporated herein by reference (hereinafter referred to as “Contractor’s Proposal”), the Village’s Request for Proposals (“RFP”), attached hereto and incorporated herein by reference, and this Agreement.

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

1. RECITAL INCORPORATED.

The above recital is incorporated herein as though fully set forth.

2. SERVICES OF THE CONTRACTOR.

2.1. The Contractor shall provide to provide uniform services for the Village’s Fire Department personnel as more completely described in the Contractor’s Proposal and the Village’s RFP (hereinafter referred to as the “Project”). After written authorization by the Village, the Contractor shall provide the Services for the Project. The Village shall approve the use of subcontractors by the 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 delivering the Project 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 provisions of the Contractor's Proposal, the Village's RFP and/or this Agreement, this Agreement and/or the Village's RFP shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Village's Fire Chief or the Fire Chief'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 17 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 to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against contractor. The Contractor's services under this Agreement are being performed solely for the Village's benefit, and no other party or entity shall have any claim against the Contractor because of this Agreement or the performance or nonperformance of services hereunder.

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Contractor for the Services in an amount not to exceed \$_____. The Contractor shall be paid in one lump sum payment for the services. Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Contractor. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., except as set forth herein.

3.2. The Village may, at any time, by written order, make changes 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 Contractor's 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 reasonable 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, reasonable 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 upon the Effective Date as defined herein and shall expire one (1) year thereafter. Upon mutual agreement, this contract may be extended for three one-year optional extensions. An economic adjustment for labor, material, and equipment costs may be negotiated for each one-year extension to the contract after the initial one-year contract period.

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

4.3. If this Agreement is terminated by either party, 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 and its officers, officials, agents, employees 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 and its officers, officials, agents, employees and volunteers to the extent arising out of the negligent performance of the work by the Contractor, its employees, or subcontractors, except for the negligence of the Village or its officers, officials, agents, employees and volunteers.

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 6. 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 or authorized to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide;

and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision (or reasonable equivalent) shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Contractor shall require any of its subcontractors to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village and its officers, officials, agents, employees 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
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(D) **Umbrella:**

- i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
---------------------------	----------------

- (E) The Village and its officers, officials, agents, employees and volunteers shall be named as additional insureds 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, 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 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 and its officers, officials, agents, employees and volunteers as herein provided. The Contractor waives and agrees to require its insurers to waive its rights of subrogation against the Village and its officers, officials, employees, agents and volunteers.

7. SUCCESSORS AND ASSIGNS.

7.1. The Village and 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, timely completion, and coordination of its 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 Contractor's professional 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. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.

11.1. Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Services to be provided pursuant to this Agreement (“Documents”) shall be and remain the property of the Village upon completion of the 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 Project 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 given 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.

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 it 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 engineering 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 civil engineer and/or land surveyor 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 not 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 Contractor and 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 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:

If to the Village:

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

If to the Contractor:

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

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

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

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

CONTRACTOR

By: Kevin J. Jackson
Its: Village Manager

Date: _____, 2022

ATTEST

By:
Its:

Date: _____, 2022

ATTEST

By: Christina M. Waters
Its: Village Clerk

Date: _____, 2022

By:
Its:

Date: _____, 2022