



REQUEST FOR PROPOSALS (RFP)

**# 23-003: Snow-Ice Removal for Public Parking Lots, Sidewalks and Snow
Plowing**

Issued August 18, 2023

Due September 11, 2023

The Village of Oak Park ("Village"), Illinois will receive proposals for Snow-Ice Removal for Public Parking lots, Sidewalks and Snow Plowing (as more fully set forth herein) at the Oak Park Village Hall, Monday through Friday, 9 a.m. to 5 p.m., at 123 Madison Street, Oak Park, Illinois 60302. **Proposals will be accepted until 5 p.m. central standard time, Monday, September 11, 2023.**

The Village reserves the right to divide the services described in this Request for Proposal between two qualified vendors.

Proposals must be submitted electronically to Sean Keane, Parking & Mobility Services Manager at skeane@oak-park.us and the subject line should be **"23-003 DCS – PARKING AND MOBILITY SERVICES."**

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. Information is available by emailing skeane@oak-park.us.

Upon formal award to the successful contractor, a written agreement will be executed in substantially the form attached hereto.

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.

A legal advertisement for proposals will be published in the Wednesday Journal on **August 25, 2023.**

Submission of Proposals

Proposals shall be submitted on the proposal form included herewith. The proposal shall be submitted electronically to skeane@oak-park.us and the subject line should be **"23-003 DCS – PARKING AND MOBILITY SERVICES"** and shall bear the return address of the contractor, and shall be addressed as follows:

TO: Sean Keane
Parking & Mobility Services Manager
Village of Oak Park
123 Madison Street
Oak Park, IL 60302

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Section I. General Requirements

A. Introduction and Mandatory Terms

The Village requests the services of a qualified contractor for the purpose of plowing and/or salting of snow and ice for Village owned or operated parking lots, sidewalks, public ways and other Village-owned property located in the Village of Oak Park. **There are two proposals being requested, one for snow plowing and sidewalk shoveling in public ways and another for snow and ice removal in Village parking lots and corresponding sidewalks. Contractors may submit a proposal for all or individual sections of the RFP.** Please fill out the appropriate form(s) for all sections being submitted for consideration.

All additional questions must be submitted via email to skeane@oak-park.us no later than August 26, 2023 at 5 p.m.

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

B. Presentation of Request for Qualifications

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

C. Service Provider Notification

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

D. Award of Agreement

An agreement in substantially the form attached may be executed once one or more contractors are found to be qualified, a selection of the most qualified is determined by the evaluation committee, and the Village Board approves of the award.

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

E. Taxes Not Applicable

The Village as a municipality pays neither federal excise tax nor Illinois retailer's occupational tax.

F. Interpretation of the Request for Proposal Document

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

In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the requested RFP specifications initiated by the Village, a copy of such addendum will be posted on the Village's Website and DemandStar.com. The Village will not assume responsibility for receipt of such addendum. In all cases it will be the service providers' responsibility to obtain all addenda issued.

G. Competency of Service Provider

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

H. Subletting of Contract

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

I. Village Ordinances

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

J. Term of Agreement

The initial agreement shall be from January 1, 2024 to December 31, 2024. The Village may renew the agreement for two (2) optional snow seasons (January 1, 2025 to December 31, 2025 and January 1, 2026 to December 31, 2026) under the same terms and conditions as the initial agreement. Price escalation will be allowed for an applicable renewal. The requested increase must be that of the general industry. In this event, written notification stating the requested increase and supporting

document justification must be forwarded to the Village. The adjustment shall be based upon 100% of the percentage of change of the latest published Index (as defined below) as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-84 = 100). Notwithstanding anything contained herein to the contrary, the adjustment shall not be greater than three percent (3%) of the previous year's cost for services provided under this agreement in any year. If the Contractor fails to justify the requested increase, the Village reserves the right to reject the request and cancel the balance of the agreement and/or not renew the agreement.

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

K. Payments

The contractor will submit a monthly invoice to the Village detailing the addresses completed, hours worked and the rate. 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 et seq., requiring a maximum interest penalty of 1% per month or portion thereof.

L. Termination for Non-appropriation of Funds

The Village reserves the right to terminate any multi-year agreement if the Village's Board of Trustees fails to appropriate funds for this purpose in any subsequent fiscal year. All funds for payments after December 31st of the current fiscal year are subject to Village's appropriation for this purpose.

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

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

N. Confidentiality

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

O. Insurance Requirements

The selected Service Provider must purchase and maintain for the length of the agreement in the amounts set forth in the agreement attached hereto.

P. Hold Harmless and Indemnity

Notwithstanding any limitations or restrictions applicable to any insurance or bonds required hereunder, the Service Provider shall defend, indemnify and hold the Village of Oak Park and its officers, officials, employees, volunteers and agents as set forth in the agreement attached hereto.

Q. Tentative Schedule

Below is a tentative schedule for the request for proposal, evaluation of responses, selection and approval of a preferred Operator or Operators ("Operator"):

Request for Bids posted	Aug. 18, 2023
Questions due	Aug. 26, 2023
Bids due	Sept. 11, 2023
Proposals reviewed	Sept. 12-15 2023
Negotiation with preferred contractor(s)	Sept. 18-20, 2023
Tentative Agreement Approval	Oct. 16, 2023
Service start date	Jan. 1, 2024

R. References

Contractors shall furnish a minimum of four (4) references from accounts that they are currently servicing (for not less than 2 snow seasons).

CONTRACTOR REFERENCES

Contractor Name: _____

	Name	Address	Phone #
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

State the number of years in this business _____.

State the number of current personnel on staff trained in the operation of the equipment required in the performance of this contract.

Section II. SNOW PLOWING AND SIDEWALK DETAILED SPECIFICATIONS AND PROPOSAL FORM

BASE PROGRAM: The Village of Oak Park requires residents to clear snow and ice from their public sidewalks within 24 hours after a snow event. Recognizing that some residents are not able to remove snow without assistance, the Village has provided a snow removal assistance program to residents since 2007.

The Village will compile the list of locations requiring shoveling and email it to the contractor within the first 2 business hours following a snow event. The contractor will remove the snow and ice from the public sidewalks and spread salt at all listed locations within twenty-four (24) hours after notification. Public sidewalks must be left in a clean, safe, and walkable condition after the contractor's work. Salt must be applied as a rate to ensure that the sidewalk does not refreeze after completion. Locations that are found to be deficient must be revisited by the contractor at no cost to the Village. There may be circumstances where additional locations will need to be completed after the initial list is submitted. These locations will be sent to the contractor and are expected to be complete before the contractor notifies the Village they are leaving town.

Notification

The contractor is required to notify the Village when they enter and leave town for this work. The notification must include the number of employees and equipment in town and the proposed plan for completion of the work. After the work is complete, the contractor must submit a list of the addresses with the time the work was complete.

During the recent winter seasons, there was an average of fifty (50) to seventy-five (75) locations listed for each winter snow storm. The number may be more or less depending on the severity of the storm.

Cost and Payment

Contractors shall propose a cost per man per hour. Additionally, contractors shall propose a cost per 50lb and 80lb bag of salt.

ALTERNATE PROJECT B: The Village of Oak Park may request assistance for back-up plowing and salting operations to clear snow and ice from residential streets and alleys when snowfall is expected to be six inches (6") or more. Contractor pricing should include driver, truck, plow and salt spreader (if available). If salting is required, Village salt will be used.

SNOW PLOWING AND SIDEWALK PROPOSAL FORM

Costs shall be an hourly rate regardless of your method - either by hand or by machine.

BASE PROGRAM: SIDEWALK SNOW SHOVELING SERVICES

HOURLY RATE (PER MAN HOUR) \$ _____

50LB BAG OF SALT (PER BAG) \$ _____

80LB BAG OF SALT (PER BAG) \$ _____

ALTERNATE B: BACK-UP PLOWING AND/OR SALTING ASSISTANCE
(Per Hour Price to include driver and equipment)

EQUIPMENT DESCRIPTION	HOURLY RATE (Weekday)	HOURLY RATE (Weekend)
<u>Class 7, single axel dump with plow and salter</u>	\$ _____	\$ _____
<u>Class 8, Tandem axle dump with plow and salter</u>	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

Company Name _____

Address _____

Contact Name _____

Phone _____

Fax _____

Email _____

Section III. PARKING LOTS DETAILED SPECIFICATIONS AND PROPOSAL FORM

The contractor shall plow and/or salt snow and ice in Village owned or operated parking lots and sidewalks and other Village-owned property located in the Village of Oak Park. The locations for plowing and salting are:

The contractor shall:

1. Furnish all labor, materials, and equipment to remove snow that has accumulated in the parking lots and spread road salt in order to maintain the lots in a safe condition at all time.
2. Furnish all labor, materials, and equipment to remove snow from parking lot areas and sidewalks and to spread the appropriate deicing agents for all pedestrian areas in and around the parking lot and sidewalks. By Village Ordinance, sidewalks shall be free of snow and ice within twenty-four (24) hours of the end of the cessation of a snow or ice storm.

The Village retains the right to award a "Single Contract" for all work OR separate this work into two (2) sections, one section north of the CTA Green Line "North Section" and one section south of the CTA Green Line "South Section". Contractors may submit a bid for the single contract work or the individual North Section or South Section. The Village reserves the right to modify by adding or combining the sections or to add or delete parking lots to the contract. A list of locations is attached to this document.

The North Section Contract is comprised of 27 locations that contain a parking capacity of 676 spaces.

The South Section Contract is comprised of 65 locations that contain a parking capacity of 1,508 spaces.

The Village's entire parking system (which is the North & South Sections combined) is comprised of 92 locations and a total parking capacity for snow removal and salting of 2,184 spaces.

Requirements:

The proper timing and use of equipment are essential to maintain the continuous, expeditious and safe operating of the parking lots and other locations. Consequently, it is imperative that all equipment be in good operating condition at all times so as to insure maximum working efficiency and prevent unnecessary delays in service. **Time is of the essence** in arriving at the scene to begin snow removal efforts.

The contractor shall perform the work in the following manner:

- A. The contractor shall at all times maintain a force of qualified personnel sufficient to perform the work required and described herein. The force of qualified personnel shall be sufficient to respond to emergency calls, which may be received at any time. Manpower must be activated and equipment operating at the site in a prompt, expeditious time frame but no later than **within one (1) hour after notification by the Village.**
- B. The contractor shall submit, in writing, the name, address and all telephone numbers of the person in their organization to whom instructions shall be given by the Parking division staff on an hour (or 24-hour callout) per day basis. The contractor must submit two (2) phone numbers which will provide 24-hour accessibility. One designated supervisor in the contractor's organization shall be available on the job site at all times during snowplowing operations.

Village of Oak Park personnel will confer with the contractor via telephone when a snow event is predicted and discuss response scenarios. Response scenarios include, but are not limited to:

- 1. Pre-salting, sidewalks only
- 2. Pre-salting, sidewalks and lots
- 3. Snow removal in lots and sidewalks
- 4. Snow removal in lots and sidewalks following by salting
- 5. Recall for additional snow removal in lots, due to lack of cars in lot (which were present during initial snow removal efforts)
- 6. Recall for single lot treatment, e.g. salting and hand shoveling between cars such as at Village Hall parking lot.

Village of Oak Park personnel notify the contractor via telephone when a snow event has been determined. **The contractor may not respond to a snow event without Village authorization.**

- C. For a snowfall in excess of two (2) inches, the contractor shall provide sufficient equipment to remove snow and ice from all paved areas including adjacent sidewalks. Snow removal is accomplished by plowing snow to the edge of the roadways in areas designated or to the center of the parking lots. If there are vehicles in the parking lot when the contractor arrives to remove the accumulated snow, the contractor shall remove all snow from roadways, aisles and empty spaces. Equipment shall be provided to continue removal operations through completion to the satisfaction of the Village. The contractor will also be required to remove snow away from the parking meters so patrons can access the parking meters for payment. The Village reserves the right to modify its request for salting, shoveling or plowing based upon ice conditions regardless of snowfall amounts.
- D. The contractor shall be paid for the operation-described on a per hour rate basis.
- E. The contractor shall accomplish snow removal and ice control operations within the following parameters:

Entire Village by contractor (92 locations and a total parking capacity for snow removal and salting of 2,184 spaces)

- I. Snow falls of less than 2" : No more than five (5) hours
- II. Snow falls from 2" – 12" : No more than 8 hours
- III. Snow falls greater than 12" in 24 hours – subject to review of Parking Facilities Supervisor

North Section of Village only (27 locations that contain a parking capacity of 676 spaces)

- I. Snow falls of less than 2" : No more than four (4) hours
- II. Snow falls from 2" – 12" : No more than four (4) hours
- III. Snow falls greater than 12" in 24 hours – subject to review of Parking Facilities Supervisor

South Section of Village only (65 locations that contain a parking capacity of 1,508 spaces)

- I. Snow falls of less than 2" : No more than four (4) hours
- II. Snow falls from 2" – 12" : No more than four (4) hours
- III. Snow falls greater than 12" in 24 hours – subject to review of Parking Facilities Supervisor

- F. The Village may request salting of all the parking lots and/or sidewalks when there is less than a two-inch snowfall.

The contractor shall accomplish salting only operations within the following parameters:

Entire Village by Single contractor (92 locations and a total parking capacity for snow removal and salting of 2,184 spaces): No more than 9 hours

North Section of Village only (27 locations that contain a parking capacity of 676 spaces): No more than 4 hours

South Section of Village only (65 locations that contain a parking capacity of 1,508 spaces): No more than 5 hours

- G. The contractor is responsible for providing private storage of all equipment and materials. However, in the event of a prolonged snow storm (more than 24 hours straight) the contractor may be allowed to park their equipment (only those items listed as minimum equipment necessary for this contract) overnight at a parking lot designated and approved by the Village.
- H. The contractor will clear the pedestrian areas and sidewalks of snow in and around assigned parking lots within twenty four (24) hours of the cessation of a snow or ice storm.
- I. The contractor shall take great care to avoid putting snow on and/or striking adjacent landscaping (trees, shrubs, etc.) and to avoid blocking walkways, street crossings, and lot

entrances and exits. The contractor shall be held responsible for any and all damage to existing landscaping, vehicles and structures.

- J. After call out and before starting any snow removal operation, the contractor and its employees shall report to Parking Facilities Operations Offices at the Holley Court Parking Structure located 1125 Holley Court, or another location determined by the Village, to receive instructions and to document the contractor's starting time, equipment and work force. Additionally, the contractor shall report to the same location at the end of the operation.
- K. The Village reserves the rate to establish the equipment type used by the contractor for services by location (e.g. which lots require One Ton Truck versus which lots require 4x4 small trucks with plow).
- L. Unless other directed by Village, the contractor shall complete salting and order snow removal activities in the order established in the Report Sheets provided by the Village to the contractor. This order is:

Zone	Capacity	Number of Locations
<i>(PRIORITY ORDER FOR SNOW REMOVAL/SALTING UNLESS OTHERWISE DIRECTED BY VILLAGE)</i>		
North Section	676	27
South Section 1	575	30
South Section 2	600	24
South Section 3	333	11

- M. The contractor may be requested to remove snow from parking lots and haul it to a location designated by the Village. This work is typically completed by utilizing a large front-end loader or skid steer and loading a large dump truck or semi-tractor/trailer. The Village will determine when it is necessary to complete a snow hauling operation.
- N. The contractor should have a storage yard for snow storage to be used on an as needed basis.

Payment:

All charges for snow removal will start when equipment begins operation at the assigned parking lots and shall end when the operation at the site is completed. No separate charge for transportation of equipment to or from the site will be allowed.

Standby fees may be charged when standby time is authorized in advance by Village personnel for the purpose of improving snow removal efforts for snowstorms that are predicted with unspecified start times.

It will be the responsibility of the contractor to notify the Parking Facilities Supervisor or his/her designee when the snow removal operation is complete. A form to verify these items will be provided by the Village (a sample of which is attached hereto) and will be signed by both the contractor and the appropriate Village representative at the completion of each operation (or no later than 48 hours after the event). No charge for inoperable equipment due

to mechanical failure will be allowed. It will be the contractor's responsibility to find replacement equipment in the event of breakdown.

All billing for services must be submitted to the Parking Facilities Supervisor for processing within 10 business days of service. Failure to bill for services within this timeframe will result in grounds for termination of contract.

Property Damage:

The contractor shall take great care to avoid putting snow on/or striking adjacent landscaping (trees, shrubs, etc.). The contractor shall be held responsible for all damage to property including, but not limited to, existing landscaping, planters, bicycle racks, litter containers, light and traffic signal poles, parking meters, fire hydrants, curbs, vehicles, buildings and structures, etc. All damage will be the responsibility of the contractor to repair to its original condition and to the satisfaction of the Village.

PUBLIC PARKING LOTS PROPOSAL FORM

THE UNDERSIGNED PROPOSES TO FURNISH EQUIPMENT AND MANPOWER TO CLEAR SNOW FROM DESIGNATED SITES FROM VARIOUS LOCATIONS AS INSTRUCTED BY THE STAFF OF THE PARKING & MOBILITY SERVICES DIVISION OF THE DEVELOPMENT CUSTOMER SERVICES DEPARTMENT, VILLAGE OF OAK PARK, 123 MADISON STREET, OAK PARK, IL 60302.

Please list the type of trucks and end loaders that you have that would be available to use for snow removal and the hourly rate for each piece of equipment with operator included. Within the bid contractors must submit vehicle registrations and pictures as proof that these vehicles are in their ownership.

The Village retains the right to award a single contract for all work OR separate this work into two (2) sections, one south of the CTA Green Line and one north of the CTA Green Line. Contractors may submit a bid for the single contract work or the individual sections. The Village reserves the right to modify by adding or combining the sections. A list of locations is attached to this document.

The following equipment is the minimum equipment required to perform service for either the North Section or South Section:

- 1-One ton truck with snowplow and salt spreader
- 4-Small (4 X 4) trucks with plows
- 4-Self propelled snow blowers for clearing the sidewalks and other side work

Additional trucks and snow blowers would be required if bidding on entire Village Single Contract.

Review this Form Carefully. Please confirm sections you are bidding:

- ☐ I am bidding on only the North Section (27 locations that contain a parking capacity of 676 spaces)
- ☐ I am bidding on only the South Section (65 locations that contain a parking capacity of 1,508 spaces)
- ☐ I am bidding on only a Single Contract for the North and South Sections if they are combined (92 locations and a total parking capacity for snow removal and salting of 2,184 spaces). I am not interested in a smaller contract.
- ☐ I am bidding all options and completing pricing on all options.

Equipment Description	North Section Contract Hourly Rate	South Section Contract Hourly Rate	Single Contract for Entire Village Hourly Rate
One ton truck with snowplow and salt spreader			
Small (4 X 4) truck with plows			
Front End loader for Snow removal			
Skid steer loader for Snow removal			
Semi-tractor/trailer for hauling snow			
Large dump truck (6 wheeler or equivalent) for Snow removal			
Self-propelled snow blowers			
Hand Shoveling			
Standby Rate (rate to mobilize plowing crews on site in Oak Park, but hold initiation of plowing until Village determined level of snow accumulation) (1) One ton truck with snow plow and salt spreader (2) Small (4X4) Trucks with plows			
Materials	North Section Contract Per Ton	South Section Contract Per Ton	Single Contract for Entire Village Per Ton
Salt Per Ton			
	Per 50lb or 80lb bag <i>Specify bag weight</i>	Per 50lb or 80lb bag <i>Specify bag weight</i>	Per 50lb or 80lb bag <i>Specify bag weight</i>
Salt Per 80 lb bag (environmentally sensitive de-icing material applied <i>(for sidewalks only)</i>)			

Note: The contractor shall provide the Village the specifications of the sidewalk de-icing material for approval prior to use. Environmentally sensitive materials that are acceptable include

ECOSALT: 48 x 50 lb. Bags. ECOSALT is sodium chloride blended with GeoMelt 55, a sugar beet-based accelerator that improves the melting capabilities of salt, and can be applied at 60-70% the rate of untreated rock salt. ECOSALT melts to -20F. Pellet size passes through 2.36-4.75 MM sieve with fines removed. Won't stain flooring or carpets. Safe for pets and animals. May be harmful to concrete surfaces less than six months old.

Equipment Description	North Section Contract Minimum Quantity of Equipment Available for this contract	South Section Contract Minimum Quantity of Equipment Available for this contract	Single Contract for Entire Village Minimum Quantity of Equipment Available for this contract
One ton truck with snowplow and salt spreader			
Small (4 X 4) truck with plows			
Self-propelled snow blowers			

PROPOSAL SIGNATURE: _____

State of _____)

County of _____)

_____,
TYPE NAME OF SIGNEE

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 this deponent is authorized to make them, and also deposes and says that he has examined and carefully prepared their bid proposal from the Contract Exhibits and Specifications and has checked the same in detail before submitting this proposal or bid; that the statements contained herein are true and correct.

Signature of 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.

Dated _____

(Seal - If Corporation)

Organization Name

By _____

Authorized Signature

Address

Telephone

Subscribed and sworn to before me this _____ day of _____, 2023.

In the state of _____ Notary Public

My Commission Expires: _____

(Fill Out Applicable Paragraph Below)

(a) Corporation

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

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

_____.

The full names of its Officers are:

President _____

Secretary _____

Treasurer _____

The corporation does have a corporate seal. (In the event that this bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Name, signature, and addresses of all Partner

The partnership does business under the legal name of

_____ which name is registered with the office of
_____ in the county of _____
in the state of _____.

(c) Sole Proprietor

The Contractor is a Sole Proprietor whose full name is _____.

If the Contractor is operating under a trade name said trade name is
_____ which name is registered with the office of
_____ in the county of _____ in the state of
_____.

Signed _____

Sole Proprietor

Section IV. Proposal Evaluation

Proposals will be evaluated by Village staff. Evaluation will be based on criteria outlined herein which may be weighted by the Village in a manner it deems appropriate. All proposals will be evaluated using the same criteria and weighting. The criteria used will be:

- A. Responsiveness to RFP
The Village will consider all the material submitted to determine whether the contractor's proposal is in compliance with this RFP.
- B. Ability to Perform Current and Projected Required Services
The Village will consider all the material submitted by each service provider, and other relevant material it may otherwise obtain, to determine whether the proposer is capable of and has a history of successfully completing agreements of this type.
- C. Experience and Relevant Knowledge
The Village will assess the experience and relevant knowledge of the proposed dedicated team of personnel.
- D. Financial Stability
The Village may conduct analysis to examine the contractor's creditworthiness, including capital adequacy, asset quality, management, earnings, liquidity, and sensitivity to interest rate or market risk. This will be assessed by internal staff and/or external rating services.
- E. References
The Village may contact references directly to inquire about the quality and type of services currently being provided to other customers.
- F. Cost Proposal
The Village will evaluate aggregate services based on the overall cost effective approach to providing the services requested in this RFP.
- G. Optional Interviews and/or Site Visits
The Village may, at its sole option, conduct interviews and/or site visits of select contractors as part of the final selection process. Teleconferencing via GoTo Meeting is an acceptable option.



Attachment I.

CONTRACTOR CERTIFICATION

_____, as part of its bid on a contract for
(name of Contractor)

plowing and/or salting of snow and ice for Public ways, sidewalks, Village owned or operated parking lots and other Village-owned property located in the Village of Oak Park to the Village of Oak Park, hereby certifies that said Contractor is not barred from bidding on the aforementioned contract as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Bidding Requirements".

By: _____
(Authorized Agent of Contractor)

Subscribed and sworn to
before me this ____ day
of _____, 2023.

(Notary Public)



Attachment II.

TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn, deposes and says:

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

_____.
(bidder selected)

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

By:
Its:

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

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

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public's Signature

- Notary Public Seal -

Minority Business and Women Business Enterprises Requirements

The Village of Oak Park in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of bidders and subcontractors in taking affirmative action and providing 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.

Reporting Requirements

The following forms must be completed in their entirety, notarized and included as part of the proposal document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your proposal.



Attachment III.

ORGANIZATION OF BIDDING 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 Bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

B. Sole Proprietor:

The 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



Attachment IV. Compliance Affidavit

COMPLIANCE AFFIDAVIT

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

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 relating to Bid rigging and Bid rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."

Subscribed to and sworn before me this _____ day of _____, 2023.

Notary Public

- Notary Public Seal -

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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.

M/W/DBE STATUS AND EEO REPORT

SECTION IX
M/W/DBE STATUS AND EEO REPORT

1. Contractor Name: _____

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 Bid. For assistance in completing this form, contact the Department of Development Customer Services at 708-358-5420.

2. Check here if your firm is:

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

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

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

_____ Number of full-time employees

_____ Number of part-time employees

4. Similar information will be requested of all sub-contractors working on this 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: _____

[THIS SPACE LEFT INTENTIONALLY BLANK]

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 Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

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

Vendor Name _____

Total Employees _____

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

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

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

of _____ and that the above EEO Report information is true and accurate and is submitted with the intent that it be relied upon.

Subscribed and sworn to before me this _____ day of _____, 20__.

 (Signature)

 (Date)



Attachment V.

No Proposal Explanation

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

Proposal No: RFP #23-003
Project Name: Snow-Ice Removal for Public Parking Lots, Sidewalks and Snow Plowing

Comments:

Signed: _____

Phone: _____

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INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as “Contract” or “Agreement”) is entered into on the ____ day of _____, 2023, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and _____, a _____ (hereafter referred to as the “Contractor”).

WHEREAS, Contractor submitted a Proposal dated _____, attached hereto and incorporated herein by reference, pursuant to the Village’s “Snow-Ice Removal for Public Parking Lots, Sidewalks and Snow Plowing” Request for Proposals (hereinafter referred to as the “Project”), incorporated herein by reference as though fully set forth; and

WHEREAS, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly complete the work for the Project required hereunder (hereinafter referred to as the “Work”); and

WHEREAS, it is the intent of the Village and Contractor that the Contractor shall perform the Work for the Project pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

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

2. SCOPE OF WORK

The Contractor shall perform the Project in accordance with its Proposal. The Contractor shall complete all Work for the Project in accordance with any applicable manufacturers’ warranties and in accordance with the Village’s Request for Proposals, the Contractor’s Proposal and this Contract, all of which together shall constitute the “Contract Documents.” The Contractor hereby represents and warrants that it has the skill and experience necessary to complete this project in a good and workmanlike manner. The Contractor further represents and warrants that the work for the Project will be completed in a good and workmanlike manner in accordance with the Contract

Documents, and will be free from defects. The Contractor shall achieve completion of all work required pursuant to the Contract Documents ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete any Work for the Project on or before said date, the Village shall be entitled to liquidated damages in the amount of \$500.00 per day for each day the work remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Project is not completed on time. The Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site.

3. DESIGNATED REPRESENTATIVES

The Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract. Such person shall have complete authority to transmit and receive instructions and information, interpret and define the Contractor's policies and decisions with respect to the Work governed by this Contract. The Village's Development Customer Services Director or the Director's designee shall have complete authority to transmit and receive instructions and information, interpret and define the Village's policies and decisions with respect to the Work governed by this Contract, or such other person as designated in writing by the Village Manager.

4. TERM OF CONTRACT

The initial agreement shall be from January 1, 2024 to December 31, 2024. The Village may renew the agreement for two (2) optional snow seasons January 1, 2025 to December 31, 2025 and January 1, 2026 to December 31, 2026 under the same terms and conditions as the initial agreement. Price escalation will be allowed for an applicable renewal.

The requested increase must be that of the general industry. In this event, written notification stating the requested increase and supporting document justification must be forwarded to the Village. The adjustment shall be based upon 100% of the percentage of change of the latest published Index (as defined below) as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-84 = 100). Notwithstanding anything contained herein to the contrary, the adjustment shall not be greater than three percent (3%) of the previous year's cost for services provided under this Contract in any year. If the Contractor fails to justify the requested increase, the Village reserves the right to reject the request and cancel the balance of this Contract and/or not renew this Contract.

If any price reduction is announced during the term of this Contract or any applicable renewal, the Village shall receive benefit of such reduction. This request shall also be in

the form of a written notification and shall become effective thirty (30) days from the date the notice was received by the Village.

5. PAYMENT SCHEDULE

The Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material 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 Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by the Contractor shall be made by the Village to the Contractor when the Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release the Contractor from, any defects in the work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which the Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to the Contractor.

6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14)

days' written notice to the Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to the Contractor all amounts due for the work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which the Contractor must comply: all forms of Workers Compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

8. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village, and its officers, officials, employees, volunteers and agents would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village and its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation or disability benefit acts or employee benefit acts.

9. INSURANCE

Contractor shall at Contractor's expense secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) 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 thirty (30) days written notice to the certificate holder named to the left."

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

(A) **Commercial General Liability:**

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

ii. Limits:

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

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

(B) **Workers' Compensation:**

i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Workers' Compensation Act, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **Comprehensive Automobile Liability:**

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

ii. Limits:
Combined Single Limit \$1,000,000.00

(D) **Umbrella:**

i. Limits:
Each Occurrence/Aggregate \$5,000,000.00

(E) The Village and its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. 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 and its officers, officials, employees, agents, and volunteers.

(F) The Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village and its officers, officials, employees, agents and volunteers as herein provided. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village and its officers, officials, employees, agents and volunteers.

10. GUARANTY

The Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. The Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

The Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

11. AFFIDAVIT OR CERTIFICATE

The Contractor shall furnish any affidavit or certificate in connection with the work covered by this Contract as required by law.

12. NOTICES

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

To the Village:

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

To the Contractor:

Email:

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

14. EFFECTIVE DATE

The effective date of this Contract as reflected above and below shall be the date that the Village Manager executes this Contract on behalf of the Village.

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract of the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

16. INDEPENDENT CONTRACTOR

The Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of 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 Work.

17. BOND

The Contractor, before commencing the work under this Contract, shall furnish a Contract Bond. The Contract Bond shall remain in effect during the term of this Agreement. The Contract Bond shall be in an amount equal to 100% of the full amount of the Contract Price as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on standard AIA Documents, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against the defaulting Contractor may be made for the difference between the amount of the Contractor's Proposal and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the proposal guarantee.

18. DEFAULT/THE VILLAGE'S REMEDIES.

If it should appear at any time prior to payment for the Work provided pursuant to this Contract that the Contractor has failed or refused to prosecute, and is in default, or has delayed in the prosecution of, the Work to be provided pursuant to this Contract with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract, or has attempted to assign this Contract or the Contractor's rights under this Contract, 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 Contract 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:

(A) The Village may require Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Work that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any

or all other action necessary to bring Contractor and the Work into compliance with this Contract;

(B) The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction;

(C) The Village may terminate this Contract without liability for further payment of amounts due or to become due under this Contract except for amounts due for Services properly performed prior to termination;

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

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

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

19. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

20. AMENDMENTS AND MODIFICATIONS

This Contract 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.

21. NON-WAIVER OF RIGHTS

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 Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

22. CONFLICT

In case of a conflict between any provision(s) of the Village's Request for Proposals or the Contractor's Proposal and this Contract, this Contract and the Village's Request for Proposals shall control to the extent of such conflict.

23. HEADINGS AND TITLES

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

24. COOPERATION OF THE PARTIES

The Village and Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

25. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

26. AUTHORITY TO EXECUTE

The individuals executing this Contract on behalf of 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 Contract.

27. EQUAL OPPORTUNITY EMPLOYER

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

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.

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.

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.

28. AUTHORIZATIONS.

Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by 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. 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.

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

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

VILLAGE OF OAK PARK

CONTRACTOR

By: Kevin J. Jackson
Its: Village Manager

By:
Its:

Date: _____, 2023

Date: _____, 2023

ATTEST

ATTEST

By: Christina M. Waters
Its: Village Clerk

By:
Its:

Date: _____, 2023

Date: _____, 2023