



# REQUEST FOR PROPOSALS (RFP)

Elevator Inspection Services for Development Customer Services

Issued: September 23, 2019  
Due: Monday October 7, 2019 at 5:00 PM

The Village of Oak Park ("the Village") is requesting qualifications to identify vendors to assure that it is receiving the optimum level of services at a competitive price.

Responses shall be returned on or before Monday October 7, 2019 at 5:00 PM to:

Village of Oak Park  
Development Customer Services Department  
Attn: RFP-DCS-2019-Elevator Inspection Services  
123 Madison Street  
Oak Park, IL 60302  
[scutaia@oak-park.us](mailto:scutaia@oak-park.us)

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**REQUEST FOR PROPOSALS  
INSTRUCTIONS AND SPECIFICATIONS FOR:**

**Village of Oak Park  
Elevator Inspection Services**

**Proposal Number: RFP-DCS-2020-Elevator-Inspection Services  
Issuance Date: 09-23-2019**

The Village of Oak Park ("Village") will receive proposals from State of Illinois licensed and Qualified Elevator Inspector (QEI) elevator inspection companies for services during the calendar year 2020. Proposals will be accepted at the Village of Oak Park, Development Customer Services Department, 123 Madison, and Oak Park, IL 60302 Monday through Friday, 8:30 a.m. to 5:00 p.m. until 5:00p.m. local time on Monday, October 7, 2019. Proposals will be reviewed and the results of the review will be presented to the Village Board of Trustees.

Proposals must be enclosed in a sealed envelope marked **"RFP-DCS-2020-Elevator Inspections 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 from Development Customer Services Department, Steven Cutaia at 708-358-5420, [scutaia@oak-park.us](mailto:scutaia@oak-park.us).

Do not detach any portion of this document. Upon formal award to the successful Contractor, a written agreement will be executed for the Project in substantially the form attached.

The Board of Trustees 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 in the form of a hard copy or electronic version. The proposal shall be submitted in a sealed envelope marked **"RFP-DCS-2020-Elevator-Inspections Services"** and shall bear the return address of the contractor, and shall be addressed as follows:

There is no pre -submittal conference currently scheduled. All additional questions and other inquiries shall be submitted via e-mail no later than Thursday, September 26, 2019 at 4:00PM, directed to Steve Cutaia, Development Customer Services at [scutaia@oak-park.us](mailto:scutaia@oak-park.us). Responses will be provided to the known list of RFP recipients on our Village website, as well as, on Demandstar.com.

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

TO: Steven Cutaia  
Development Customer Services Department/Permit Processing Division  
Village of Oak Park  
123 Madison  
Oak Park, IL 60302  
[scutaia@oak-park.us](mailto:scutaia@oak-park.us)

**PROPOSAL FOR:**  
**Village of Oak Park 2020 Elevator Inspection Services**

**Notice to Proceed**

Work shall begin within fourteen (14) days from the **Notice to proceed** from the Village's Director of Development Customer Services Department, Tammie Grossman. All work shall be completed as set forth herein.

**SECTION I**  
**PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS**

**Preparation and Submission of Proposal:**

All proposals must be delivered to the Village of Oak Park 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.

**Contract Term**

The initial contract term shall be from the date of award to December 31, 2020. The Village has the right to renew the contract on an annual basis for two (2) optional one year terms (January 1 to December 31) as set forth below. The Contractor shall begin performing the services within fourteen (14) days of a notice to proceed from the Director of the Development Customer Services Department, or her designee.

**Contract Renewal**

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

The Contractor must propose an annual cost adjustment pursuant to the terms of this section with supporting documentation in writing to the Village 100 days before the expiration of the applicable term. If the Village rejects the proposed price change, it will have the option not to renew the contract.

**Recertification**

If the Village renews the contract for an additional one year term, the Contractor will provide the Village with a renewed certification in the form in Section V indicating that it continues to be eligible to contract with units of local government. If a contractor or subcontractor is not

able to certify that it continues to meet all requirements, it shall provide a detailed explanation of the circumstances leading to the change in certification status.

#### **Award of Agreement**

The Agreement will be awarded in whole or in part to the responsible Contractor or Contractors whose proposals, 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 (State Tax Exemption Identification Number E9998-1823-06). Contractors should exclude these taxes from their prices.

#### **Withdrawal of Proposals**

Any Contractor 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 Contractor 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 Contractor may not withdraw or cancel its proposal after having been notified that the proposal was accepted by the Village Board of Trustees.

#### **Investigation of Contractors**

The Village will make such investigations as are necessary to determine the ability of the Contractor to fulfill the proposal requirements. If requested, the Contractor 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 Contractor 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 Contractor.

#### **Rejection of Contractor**

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 Contractor that failed to satisfactorily complete work for the Village under any previous agreement.

#### **Conditions**

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a proposal.

**Compliance with Applicable Laws**

The Contractor 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.

**Subcontracting**

No agreement awarded by the Village shall be assigned or any part subcontracted without the prior written consent of the Village. In no case shall such consent relieve the Contractor from its obligations or change the terms of the Agreement.

**Interpretation of Agreement Documents**

Any Contractor with a question about this Request for Proposals may request an interpretation thereof from the Village. If the Village changes the 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 Contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the Contractor's responsibility to obtain all addenda issued. Contractors 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 Contractors and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, sexual orientation, national origin, age, disabled unrelated to ability to perform the job or protected veteran's status.

**Agreement**

The selected Contractor shall enter into an Agreement with the Village to complete the Project in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Contractor and returned within seven (7) calendar days after the Agreement has been served upon the Contractor. The Contractor shall execute three copies of the Agreement. One fully executed copy will be returned to the Contractor.

**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.

**Hold Harmless**

See attached form Agreement.

**Insurance**

See attached form Agreement.

**Termination of Agreement**

See attached form Agreement.

**References:**

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

**CONTRACTOR REFERENCES**

Contractor Name: \_\_\_\_\_

	Name	Address	Contact Person & Phone #
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

State the number of years in this business \_\_\_\_\_.

State the number of current personnel on your staff that are licensed to perform the work required in the proposal and agreement \_\_\_\_\_.

## **SECTION II**

### **DETAILED SPECIFICATIONS**

#### **Scope of Work**

The Village is seeking proposals from State of Illinois licensed and qualified elevator inspectors (QEI) elevator inspection companies to provide mechanical and electrical inspection as well as plan review of all existing and new safety devices and equipment related to passenger and freight elevators, escalators, dumbwaiters, or any conveyance device that is listed under the authority of the rules, regulations and laws of the State of Illinois ("Elevators"), located within the Village. Inspections shall be conducted to assure compliance with the requirements of the State of Illinois Elevator Safety Act within the time limitations of the Act and subject to the rules and policies of the State of Illinois State Fire Marshal's Office. At this time, inspections are required on a bi-annual basis (Minimum twice per year).

Duties and responsibilities shall include inspections in accordance with the State of Illinois Elevator Safety Act (225 ILCS 312/1 et seq.), the Oak Park Village Code and applicable Village ordinances relating to the operation of elevators. Addresses of elevator locations will be provided by the Development Customer Services Department, Permit Processing Division. In addition, plan reviews for new and upgraded Elevators shall be conducted for compliance with the State and Village Code. Correction Orders shall be issued to responsible parties stating elevator safety violations and required corrective work. When applicable, declaration and postings shall be made identifying elevators to be out of service when inspections reveal serious code violations making continued service hazardous. The selected contractor shall schedule all initial and follow up inspections with the responsible agent or representative of the building owners or occupants. The selected contractor shall be available to pick up and return plans when notified. The selected contractor shall provide invoices to the Village as set forth herein.

#### **Village Information**

There are approximately 344 elevators located within the Village. These elevators range from simple scissor lifts to high rise elevators. There are approximately (20-30+/-) plan reviews conducted each year.

#### **Current Inspection Practices**

The Village currently contracts with Thompson Elevator Inspection Service, Inc., of Mt. Prospect, Illinois, to provide inspections on existing elevators, plan reviews and inspections on new elevators. Inspection reports are provided to the Department of Development Customer Services Department, Permit Processing Division at the conclusion of the inspection service.

#### **Work Rules and Procedures**

##### **a. Vendor to Provide and Maintain Valid Federal, State and Local Licensure.**

The selected contractor shall maintain all required certificates and or licensures required by any federal, state, county or municipal authority as applicable. All such required documents shall remain current, valid and effective throughout the time period of the awarded contract.



**b. Contactor to Supply Labor and Materials.** The selected contractor shall supply all required supervision, skilled labor, transportation, materials, apparatus and tools necessary to assure accurate and concise inspections and or plan reviews of all components and devices addressed under the scope of the laws or rules pertaining to the Elevator Safety Act of the State of Illinois, the Oak Park Village Code and applicable Village ordinances. The selected contractor shall provide all necessary and or required safety equipment for all personnel as well as for the protection of other persons. The Village shall not be responsible for site safety. The selected contractor shall solely and exclusively be responsible for the means, methods, technologies required to perform the duties assigned as well as the safe environment in and around the area the contractor is performing said tasks.

**c. Selected Contractor to Coordinate / Schedule Inspections.** The selected contractor shall arrange, coordinate and schedule inspections with all building owners, owner's representatives and/or responsible agents, companies or service organizations that represent the owners/operators of such devices that require inspection. All inspections shall be conducted during normal business hours or that which is deemed reasonable and convenient to all parties.

- (1) The Development Customer Services Department's- Permit Processing Division shall provide the selected contractor with all known to be current contact information pertaining to the building or buildings in which the conveyance devices are located on an annual basis. The selected contractor shall work with the Department to maintain updated contact information.
- (2) The selected contractor shall pre-arrange access to all pertinent rooms and areas of concern ahead of determined inspection date and time. Neither the selected contractor nor its employees, associated employees, or approved subcontractors shall have access to any key boxes as designated for Fire Department use only (i/e lock boxes that provide access to buildings for emergency response personnel).
- (3) The selected contractor shall provide a copy of inspection report(s) to building owner/ representative at the time of completion of the inspection.

**d. Selected Contractor Report.** The selected contractor shall provide to the Development Customer Services Department's Permit Processing Division a report of pass / fail inspections and a report summarizing all the actions that took place during each monthly time period. The reports shall include the total number of inspections and re-inspections required at each address for each unit being inspected. The Village will internally handle invoicing for all inspections. The report shall be provided monthly, during said contractual agreement.

**e. Inspections to be conducted** - The selected contractor is required to perform its inspections in accordance with the Elevator Safety and Regulation Act; the Oak Park Village Code as may be amended from time to time; applicable Village ordinances; American Society of Mechanical Engineers Safety Code for Elevators and Escalators; Safety Standard for Platform Lifts and Stairway Chairlifts; Safety Code for Existing Elevators and Escalators;

Performance-Based Safety Code for Elevators and Escalators; and the Codes of any other agency so referenced by State of Illinois Authority for the safe operation of such devices. The contractor shall provide the required elevator certificate upon passing the inspection and receiving payment for the inspection(s). The certificate format shall be reviewed and approved by the Chief Building Official.

**An initial inspection and one follow-up inspection to assure compliance with any noncompliance found at the time of the initial inspection shall be included in the selected contractor's fee.**

**f. Equipment Installations/Plan Reviews,** The selected contractor shall be responsible for the review of all pertinent plans and construction documents that relate to renovations or installations of any associated equipment that falls under the scope of the laws or rules pertaining to the Elevator Safety Act of the State of Illinois and the codes adopted by the municipality. All such review commentary and or results shall be conveyed to the Department designee in an expedited, timely yet accurate manner.

**g. Equipment Repair and Maintenance,** The repair, replacement, alterations or any other work as may be necessary as outlined or depicted within the inspection report shall be the sole responsibility of the building owner.

**h. Subcontractors** Use of subcontractor(s) performing work on or within the terms of this contract must be approved in written form by the Village prior to work being performed. Should the Village authorize the use of a subcontractor, such subcontractor shall be held to the same terms and conditions of the contract as the selected contractor.

**j. Inability to Perform.** In the event the selected contractor is unable to perform assigned task in time frame prescribed, the Village reserves the right to hire another Vendor to complete the task on said property as well as any other future properties. Any charges over and above awarded contract prices will be deducted from the awarded Vendor's next invoice.

**k. Nonexclusive Contract.** This applicable agreement with the Village shall be non-exclusive. The Village reserves the right to use other contractors or its own employees to perform work similar to that being performed under the terms of this contract. Performance of work by others shall be construed as being consistent with the terms of the contract and shall not be cause for the selected contractor to cease performance of work, as directed.

**l. Prevailing Wage.** The Vendor shall comply with the State of Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.) as applicable.

**m. No Conflict of Duties.** The selected contractor shall not allow any of its employees or authorized subcontractors to perform any services to correct any non-compliance as set forth in any report. The selected contractor or its employees or authorized subcontractors shall not conduct any work, installation, maintenance or repair on any device within the jurisdiction of the Village while under contract with the Village.

**n. Consequences of Termination.** In the event of termination, the selected contractor shall deliver to the Village copies of all reports, documents and other work performed by the selected contractor under the applicable agreement, and upon receipt thereof, the Village shall pay the selected contractor for services performed to the date of termination.

**o. Independent Contractor.** The selected contractor shall be an independent contractor. The selected contractor shall maintain complete control over all of its employees and operations. Neither the selected contractor, nor any person employed by the contractor may represent, act, or purport to act as the agent, representative or employee of the Village.

Neither the Vendor nor the Village is granted any right or authority to assume or create any obligation on behalf of the other.

#### **Alterations, Omissions and Extra Work**

The Village reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

#### **Method of Payment**

The Village will pay monthly, all undisputed invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%.

Inspection fees shall be waived for all Village of Oak Park owned elevators/lifts (+/-10).

The selected contractor shall bill and collect directly payments directly from the customer/elevator owner. A monthly accounts receivable report shall be sent to the Village's Chief Building Official on a monthly basis.

#### **Workers**

The contractor shall employ competent laborers and shall replace, at the request of the Director of Development Customer Services any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a contractor's employee to be immediately removed from the service with the Village if the above behavior is exhibited.

#### **Time of Work**

Contractor shall only work on weekdays, (Monday through Friday), from 8:30 a.m. to 5:00 p.m. No work will be allowed on weekends or on legal holidays as recognized by the Village, except as authorized by the Director of the Development Customer Services Department.

#### **Dispute Resolution**

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including

attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph will be deemed per se invalid.

**SECTION III**  
**RFP SUBMITTAL REQUIREMENTS**

At a minimum, the following submittal requirements shall be included in the response to the RFP:

- a. **Cover Letter.** Cover letter signed by an authorized representative of the contractor committing the contractor to provide the services as described in the RFP in accordance with the terms and conditions of this RFP and any contract awarded pursuant to the RFP process. The cover letter must include the items listed below:
  1. The number of years the contractor has been in business.
  2. An overview of the experience and background of the contractor.
  3. The legal name of the entity, its principal place of business, its legal form (corporation, partnership, limited liability company, etc.), the name of all principals and/or owners and/or partners, and authority to do business in Illinois.
  4. The name and telephone number of the principal contact.
  5. A commitment to comply with all OSHA and other federal, state, and city safety standards.
- b. **Professional Licenses.** Contractor shall provide evidence and copies of any and all required licenses from the State of Illinois. All documents shall be kept current and valid. At Contractor's sole expense, it shall procure all necessary licenses, certifications and permits needed to conduct the required work.

**SECTION IV**  
**PROPOSAL FORM (Pricing)**

The undersigned contractor agrees to all terms and conditions of the preceding specifications in the attached Personal Services Agreement and will furnish all the insurance documentation and security deposits as stipulated. The unit prices listed below is for 2020 only.

2020 Service

<i>Annual Inspection Cost per inspection <u>and one re-inspection</u></i>	\$	_____
<i>Each additional re-inspection</i>	\$	_____

Note - The fee for the required annual inspection shall include that inspection and one re-inspection required to assure compliance with that initial report. A re-inspection fee can only be charged to an additional re-inspection for the same non-compliance or a missed inspection that was not cancelled by the building owner or their representative a minimum of 24 hours in advance of the pre-arranged inspection time.

<i>Existing Construction Inspection per inspection</i>	\$	_____
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<i>Existing Construction Re-Inspection per inspection</i>	\$	_____
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<i>Plan Reviews-New</i>	\$	_____
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<i>Plan Reviews Renovated/Modernization</i>	\$	_____
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Note -The fee for reviews shall include the initial review and one (1) re-review if necessary. A re- review fee can only be charged for the same non-compliance or a missed correction on the second review.

<i>Per hour Consulting Rate</i>	\$	_____
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**SIGNATURE PAGE**

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

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

\_\_\_\_\_,  
(Type Name of Individual Signing)

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

Signature of contractor authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: \_\_\_\_/\_\_\_\_/20\_\_\_\_  
Organization Name  
(Seal - If Corporation)

By:

\_\_\_\_\_  
Authorized Signature Address

\_\_\_\_\_  
Telephone

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ in the State of \_\_\_\_\_. My  
Commission  
Notary Public

Expires on \_\_\_\_/\_\_\_\_/\_\_\_\_

**PROPOSAL FORM continued**

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

(b) Partnership

Names, Signatures, and Addresses of all Partners

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

The partnership does business under the legal name of \_\_\_\_\_, which name is

is registered with the office of \_\_\_\_\_ in the county 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 \_\_\_\_\_.



Signed: \_\_\_\_\_  
Sole Proprietor

In compliance with the above, the undersigned offers and agrees, if his/her proposal is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

MUNICIPAL QUALIFICATION REFERENCE SHEET

MUNICIPALITY

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ADDRESS

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CONTACT

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PHONE

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WORK  
PERFORMED

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MUNICIPALITY

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**SECTION V**  
**CONTRACTOR CERTIFICATION**

\_\_\_\_\_, as part of its proposal on agreement for 2020 Elevator Inspections and Plan Review for the Village of Oak Park Village Hall, hereby certifies that said contractor selected is not barred from proposing on the aforementioned agreement 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.

\_\_\_\_\_  
(Authorized Agent of contractor selected)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

- Notary Public Seal -

**SECTION VI**  
**TAX COMPLIANCE AFFIDAVIT**

\_\_\_\_\_, being first duly sworn, deposes  
and says:

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

\_\_\_\_\_.  
(contractor 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 contractor if the contractor is an individual)  
(name of partner if the contractor is a partnership)  
(name of officer if the contractor 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public's Signature

- Notary Public Seal -

**Minority Business and Women Business Enterprises Requirements**

The Village in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of contractors and subcontractors in taking affirmative action and providing Equal Employment Opportunity without regard to race, religion, creed, sexual orientation, 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 will result in disqualification of your proposal.

**SECTION VII**  
**ORGANIZATION OF PROPOSING 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



**SECTION VIII**  
**COMPLIANCE AFFIDAVIT**

**Compliance Affidavit**

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

(Print Name)

1. I am the (title) \_\_\_\_\_ of the Proposing Firm ("Firm") and am authorized to make the statements contained in this affidavit on behalf of the Firm.
2. The Firm is organized as indicated on Exhibit A to this Affidavit, entitled "Organization of Proposing Firm," which Exhibit is incorporated into this Affidavit as if fully set forth herein.
3. I have examined and carefully prepared this proposal based on the Request for Proposals and verified the facts contained in the proposal in detail before submitting it.
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option.
5. Neither the Firm nor its affiliates<sup>1</sup> are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to "Proposing Requirements".
6. Neither the Firm nor its affiliates is barred from contracting with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class a Misdemeanor and, in addition, voids the contract and allows the Village of Oak Park to recover all amounts paid to the Firm under the contract in a civil action.
7. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference.
8. All statements made in this Affidavit are true and correct.

Signature: \_\_\_\_\_

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

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

You're Title: \_\_\_\_\_

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

(Unit Number, Suite #) \_\_\_\_\_ (City, State & Zip): \_\_\_\_\_

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

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

<sup>1</sup> Affiliates means: (i) any subsidiary or parent of the bidding or contracting business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the bidding or contracting business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the bidding or contracting business entity.

Signature:\_\_\_\_\_

Name and address of Business:\_\_\_\_\_

Telephone \_\_\_\_\_ E-Mail \_\_\_\_\_

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

- Notary Public Seal -

**SECTION IX**  
**M/W/DBE STATUS AND EEO REPORT**

Please fill out their form completely. Failure to respond truthfully to any questions on their form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of proposal. An incomplete form will disqualify your proposal.

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

2. Check here if your firm is:

\_\_\_\_\_ MBE  
\_\_\_\_\_ WBE  
\_\_\_\_\_ Non MBE/WBE

***(Copies of all certification letters must be included)***

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

\_\_\_\_\_ Number of full-time employees  
\_\_\_\_\_ Number of part-time employees

### 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**

Contractor 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												
<b>TOTAL</b>												
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 \_\_\_\_\_,

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

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

**SECTION X**  
**NO PROPOSAL EXPLANATION**

If your firm does not wish to propose on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a Proposal.

Thank you.

RFP Name: Village of Oak Park Village Proposal RFP-DCS-2020-Elevator-Inspections Services.

Comments:

Signed: \_\_\_\_\_

Phone: \_\_\_\_\_



## **PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter referred to as the “Contractor”).

### **RECITALS**

**WHEREAS**, the Village intends to have elevator inspection services performed by the Contractor pursuant to the Village’s Request for Proposals (hereinafter referred to as “RFP”), attached hereto and incorporated herein by reference, and the Contractor’s Proposal, attached hereto and incorporated herein by reference; and

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

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

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

#### **1. RECITALS INCORPORATED.**

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

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

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

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

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

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

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

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

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

3.1. The Village shall compensate Contractor for the Services as set forth pursuant to the Contractor's Qualifications in an amount not to exceed \$ 45,000. Contractor shall be paid not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Contractor. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

3.2. The Village may, at any time, by written order, make changes regarding the general scope of this Agreement in the Services to be performed by Contractor. If such changes cause an increase or decrease in the amount to be paid to Contractor or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by Contractor shall be furnished without the written authorization of the Village.

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

3.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing Contractor's Services; (4) delay in the progress or completion of the Services; (5) inability of Contractor to complete the Services; (6) failure of Contractor to properly complete or document any pay request; (7) any other failure of Contractor to perform any of its obligations under this Agreement; or (8) the cost to the Village, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify Contractor of cause for withholding within fourteen (14) days of the Village's receipt of an invoice.

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due Contractor under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to Contractor under this Agreement.



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

4.1. This Agreement shall be for a one (1) year term beginning 12:01 a.m. on \_\_\_\_\_, 2019 through 11:59 p.m. on \_\_\_\_\_. The term of this Contract may be extended in writing for two (2) additional one (1) year terms at the Village's option. The Village will allow Contractor to increase or decrease the Contract Price for each annual renewal provided that the annual price adjustment shall equal the change in the latest published Index (as defined below) as compared to the index for the previous year. The index shall be the United States Department of Labor, Bureau of Labor Statistics, (US OOL/BLS) Revised Consumer Price Index for all Urban Wage Earners and Clerical Workers for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all Items, 1982-1984 = 100). However, the maximum increase in the Contract Price shall be capped at five percent (5%) of the previous year's cost. Contractor must propose an annual cost adjustment to the Contract Price pursuant to the terms of this Section with supporting documentation in writing to the Village One Hundred (100) days before the expiration of the current term.

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

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

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

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

#### **6. INSURANCE.**

6.1. Contractor shall at Contractor's expense secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth

in this Section 6. Contractor shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Contractor shall require any of its subcontractors to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village, its officers, officials, employees, agents, and volunteers as set forth in this Agreement.

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

(A) **Commercial General Liability:**

- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:
 

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 2,000,000.00
Personal Injury	\$ 2,000,000.00
- iii. Coverage for all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor.

(B) **Professional Liability:**

- i. Per Claim/Aggregate \$2,000,000.00
- ii. Coverage for all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor, and the Contractor's obligations under the indemnification provisions of this Agreement to the extent same are covered.

(C) **Workers' Compensation:**

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

(D) **Comprehensive Automobile Liability:**

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

ii. Limits:

Combined Single Limit	\$1,000,000.00
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(E) **Umbrella:**

i. Limits:

Each Occurrence/Aggregate	\$5,000,000.00
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(F) The Village, its officers, officials, employees, agents, and volunteers shall be named as additional insureds on all insurance policies set forth herein except workers' compensation and professional liability/malpractice. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, agents, and volunteers.

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

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

**7. SUCCESSORS AND ASSIGNS.**

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

**8. FORCE MAJEURE.**

8.1. Neither the Contractor nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

**9. AMENDMENTS AND MODIFICATIONS.**

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

**10. STANDARD OF CARE.**

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

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

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

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

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

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

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

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

11.1. Reports, examinations, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of the Village upon completion of the Services and payment to Contractor all amounts then due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. Contractor shall have the right to retain copies of the Documents for its files. Contractor shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

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

the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Services as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

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

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

## **12. SAVINGS CLAUSE.**

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

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

13.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or

practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

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

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

14.1. If it should appear at any time prior to payment for Services provided pursuant to this Agreement that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or Contractor's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen business days after Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

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

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;

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 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

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

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

**15. NO COLLUSION.**

15.1. Contractor hereby represents and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* Contractor hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has in procuring this Agreement, colluded with any other person, firm, or corporation, then Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

**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 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, email or facsimile 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  
Fax: (708) 383-5101  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
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 email or facsimile transmission shall be effective as of date and time of facsimile 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 or facsimile 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 and 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.**

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 Village Manager for the Village of Oak Park executes this Agreement as set forth below.

**23. AUTHORIZATIONS.**

23.1. The Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Contractor's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager and Village Clerk warrant that they have been lawfully authorized to execute this Agreement. The Contractor and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

**24. EQUAL OPPORTUNITY EMPLOYER.**

24.1. The Consultant 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.

**[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: Cara Pavlicek  
Its: Village Manager

Date: \_\_\_\_\_, 2019

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

Date: \_\_\_\_\_, 2019

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Vicki Scaman  
Its: Village Clerk

Date: \_\_\_\_\_, 2019

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

Date: \_\_\_\_\_, 2019