
I
REQUEST FOR PROPOSALS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park
REQUEST FOR PROPOSALS
FOIA Public Record Management System
Date Issued: February 28, 2024
Proposal Due Date: March 22, 2024, 4:00 P.M. Central Time

The Village of Oak Park (“Village”) seeks proposals for a comprehensive village wide Freedom of Information Act (“FOIA”) Public Record Management System that delivers a flexible, manageable, secure, reliable, and scalable system to replace an in-house developed Laserfiche system. The Village is seeking a cloud hosted FOIA System solution. The proposed solution must meet or exceed the Village's communication needs and security requirements.

I. REQUEST FOR PROPOSALS - INSTRUCTIONS

The Village anticipates the following general timeline for this Request for Proposals (“RFP”). The following dates are subject to change:

Activity Schedule	Timeline
RFP Published	February 28, 2024
Via Email All Questions Due	March 8, 2024, 12:00 PM (noon) Central Time Email to itrfp@oak-park.us Subject: FOIA RFP Questions
Posting of Answers	March 13, 2024, 4:00 PM Central Time Website: https://www.oak-park.us/your-government/budget-purchasing/requests-proposals
Proposal Submittals Due	March 22, 2024, 4:00 PM Central Time Email to itrfp@oak-park.us Subject: FOIA RFP Submittal
Vendor Demonstration	April/May 2024
Anticipated Contract Award	May/June 2024

All proposals must be received by the specific time set forth above. Proposals received after the specified time will not be accepted. Proposals must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Proposals over 25MB in email size may be rejected and will require to be sent in smaller multiple emails.

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

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

- V. PROPOSAL SUBMITTALS
- VI. ORGANIZATION OF FIRM
- VII. COMPLIANCE AFFIDAVIT
- VIII. M/W/DBE STATUS AND EEO REPORT
- IX. REFERENCES FORM

The selected contractor will enter into an Independent Contractor Agreement in substantially the form attached hereto.

II. BACKGROUND INFORMATION

The **Village of Oak Park** is a full-service home rule municipal corporation located in Cook County, Illinois. Oak Park is a thriving, transit-oriented community with a population of 54,583 located immediately west of the City of Chicago and known for its great neighborhoods, architectural heritage and innovative public policy initiatives. Within its 4.5 square miles live one of the region's most diverse mixes of cultures, races, ethnicities, professions, lifestyles, religions, ages and incomes.

III. AWARD OF CONTRACT

A. Contract Term: The contract period commences on the date the Independent Contractor Agreement in substantially the form attached is fully executed and will end when the services are completed.

B. Authorization: The contractor will enter into the Independent Contractor Agreement ("Agreement") in substantially the form attached as approved and authorized by the Village of Oak Park Board of Trustees, and executed by the Village Manager. The contractor is advised that Village staff, other than the Village Manager, have no authority to sign agreements or modify existing agreements on behalf of the Village and that any such agreements are null and void.

C. Termination for Non-appropriation of Funds: The Village reserves the right to terminate the Agreement if the Village's Board of Trustees fails to appropriate funds for the services to be provided under the Agreement. All funds for payments after December 31st of the current fiscal year are subject to Village appropriation for this purpose.

D. Subcontracting: The contractor shall not assign or subcontract any portion of the services to be provided without the written approval of the Village. The contractor assumes responsibility for the performance of any services by subcontractors, whether or not authorized. In the event of a merger of a contractor with another firm, the agreement may only be assigned to the successor firm only upon the approval of the Village President and Board of Trustees.

E. Insurance Requirements: The selected contractor must purchase and maintain for the length of the Agreement and coverage as set forth in the Agreement attached hereto.

F. Information Data: All data and records prepared or obtained under this project shall be made available to the Village without restriction or limitation on their use. The Village shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all data, information, materials and documents obtained, discovered and produced by the contractor. All reports, data, information, etc., prepared or assembled by the contractor shall not be made available to any individual or organization other than the Village of Oak Park.

IV. EXISTING SYSTEMS AND ENVIRONMENT

The Village departments consist of the Adjudication, Development Services, Finance, Fire, Health, Human Resources, Information Technology, Neighborhood Services, Law, Police, Public Works, Village Clerk and Village Manager's Office. There are also divisions in some of the departments.

The current FOIA system is an in-house developed Laserfiche system with approximately 60 users. Most FOIA requests are submitted through an online portal and fulfillment is generally accomplished by email with online payment using InvoiceCloud service. In 2022, the Village received over 2,500 FOIA requests including over 1,700 for Police processing.

The new system should provide improved functionality, flexibility and efficiency, provide streamlined communication processes, user mobility and enhance productivity.

V. PROPOSAL SUBMITTALS

The FOIA system and ongoing service should be scalable, accommodate seamless addition of services and management of users, facilitate the submission, tracking, and processing of requests for access to government information. The system should ensure transparency, accountability, and efficiency in handling FOIA requests. Provide response to the following key system features the Village seeks for a new FOIA system:

Security and Administration:

- Encryption of data in transit and at rest.
- Integration with Microsoft Azure Active Directory and ease of user access management.
- Regular security assessments and updates to protect against vulnerabilities.
- Compliance with relevant data protection regulations including security policy and incident response plan.

Integration with Other Systems:

- Integration with existing agency systems (e.g., document management, email, case management) for seamless information flow.
- Laserfiche system and document repository
- Integration with merchant service provider/processor, such as Heartland
- Integration with payment gateway, such as InvoiceCloud.net or Authorize.net
- APIs for interoperability with external systems.

User Authentication and Authorization:

- User authentication to verify the identity of requesters and access documents.
- Ability for user self-service, such as forgot id or password.
- Role-based access control to ensure that only authorized personnel can handle and process FOIA requests.

Request Submission:

- Online submission of FOIA requests through a robust and user-friendly interface.
- Ability to accept requests in multiple formats, including text, PDF, and other common file types.
- An option for anonymous submissions where permitted by law.

Request Tracking:

- Unique identifiers for each FOIA request for easy tracking.
- Real-time status updates for requesters.
- Notifications to requesters at key stages of the processing, such as acknowledgment of receipt, request under review, extension, fee, and final response.

Case Management:

- Workflow management to facilitate the processing of requests through different stages (receipt, review, approval, denial, payment, etc.).
- Assignment and reassignment of tasks to specific and multiple personnel based on their roles and responsibilities.
- Integration with calendaring systems to manage deadlines and response timelines, such as weekends and non-work days.

Document Management:

- Secure storage and retrieval of documents related to FOIA requests.
- Version control for documents that may be updated during the review process.
- Robust processing of documents including emails.
- Robust redaction tools to protect sensitive information in released documents.

Search and Retrieval:

- Robust search functionality to quickly locate relevant information.
- Filters to sort and categorize requests based on various criteria.
- Full-text search capabilities within documents to facilitate efficient review.
- Secured access to private or sensitive documents, such as personal, HIPPA or PII

Reporting and Analytics:

- Generation of standard reports on FOIA request processing times, outcomes, and other key metrics.
- Customizable reporting for specific agency needs.
- Integration with business intelligence tools for in-depth analysis.

Compliance and Audit Trails:

- Logging of all interactions within the system for auditing purposes.
- Compliance with legal requirements, including retention policies for request-related documents.
- Tracking of exemptions and redactions made during document release.

Public Interface:

- A public-facing portal to provide information on the FOIA process, agency policies, and previously released documents.
- Access to frequently requested information that is proactively disclosed.

Accessibility and Usability:

- Compliance with accessibility standards to ensure the system is usable by individuals with disabilities.
- User training and support resources to facilitate easy adoption.

Valued Customer Support and License Cost:

- Scalable storage, features, and user licensing
- On-going customer support and training
- Additions and changes to forms, workflow, and letters.
- Product and service enhancements

By meeting the above features, the FOIA system can effectively manage the process of handling requests for information, ensuring transparency and accountability in government operations.

The following information must be provided as part of a response to this RFP:

- **Cover Letter**
Summarize the respondent's qualifications and ability to commit adequate resources to perform the scope of work. Provide the name, phone number, and e-mail address of the appropriate contact person at the firm to whom questions about the proposal should be directed.
- **Company Background**
Include a brief statement of the respondent's background and organization.
- **Qualifications and experience**
Provide a statement of the respondent's qualifications and ability to commit adequate resources to perform the scope of work and successfully complete the project as needed in a timely manner.

List the number of years respondent has been in business providing FOIA solutions under present business name.

Provide a list of the respondent's successful completion of projects of similar scope and size, including the telephone number and e-mail of the appropriate contact person for each project listed. A minimum of three (3) references are required. Highlight any key team members that would be directly involved in the project.

- **System requirements match**
Submit responses to all the items of this section (Section V). If additional material is required for one or more requirements, please label attachments clearly and reference them in your response.

Responses received under this RFP that fail to address each of the sections in adequate and complete details will be deemed as nonresponsive and will not be considered for selection. Note that responses of "to be provided upon request" or "to be determined" or similar response, or that do not otherwise provide the information requested (e.g., left blank) are not acceptable.

- **3rd Party Software Requirements**
If the proposed solution requires any third party software or service (ex. Adobe Acrobat, DocuSign etc.), list types and quantities of licenses required. Specify if licensing is included in the total proposal cost or is an additional cost.
- **Project implementation approach and timeline**
Provide detailed plan to accomplish the transition from the Village's current system to the new system with minimized disruption to staff. Provide a tentative schedule for each project step.

- **Support and Service-Level Agreement**
Provide Service Level Agreement (SLA) terms sample. Include incident levels and response times, escalation structure. Provide available support options, self-service, help documentation etc.
- **Summary of Cost/Fee**
Provide pricing terms, such as, 3-year, 5-year, or 10-year. Provide annual recurring cost and Non-Recurring Cost (NRC), such as implementation, configuration, initial storage, and initial license.
- **Implementation Costs**
Provide itemized costs for overall system implementation such as hardware configuration and installation, environment setup, user provisioning, training etc.
- **Itemized Feature List and Cost/Fee Proposal**
Provide itemized cost for any required service, license, and optional items proposed including identifying as optional/add-on, on-going/one-time, quantity, storage, installation, and configuration.
- **Itemized Maintenance/Support Costs/Fees**
Provide itemized cost of ongoing or increased licensing, maintenance, training, storage, form change, process change and support.

Evaluations:

Proposals will be reviewed and evaluated by Village staff. The Village will contact vendors to set up proposed system demonstrations for the Village's project team. Proposals will be evaluated based on qualifications, proposed services and features, experience, cost, and project approach.

The Village reserves the right to accept or reject any and all proposals, and to waive minor informalities and errors in submitted proposals. The Village may also request additional information it deems reasonably necessary or may choose to interview proposers to further evaluate qualifications to allow the Village to evaluate and select the most qualified proposer to perform the services described in this RFP. Respondents who submit proposals do so at their own expense.

Vendor Selection:

The Village will award the contract to the vendor whose proposal is most satisfactory to the Village in its discretion. Final selection is expected as set forth in the above schedule.

SECTION VI
ORGANIZATION OF FIRM

Please fill out the applicable section:

A. Corporation:

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

President _____

Secretary _____

Treasurer _____

Registered Agent Name and Address: _____

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

B. Sole Proprietor:

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

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

C. Partnership:

The Contractor is a Partnership which operates under the name _____

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

Signature	Signature

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

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

D. Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: _____

Signature of Owner

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SECTION VII
COMPLIANCE AFFIDAVIT

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

1. I am the (title) _____ of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Proposal based on the request and have verified the facts contained in the Proposal in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 related to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to "Proposing Requirements."
6. The Proposing Firm has completed the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates are barred from enter into an agreement with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-312 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the Firm is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

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.

Signature: _____

Name and address of Business: _____

Telephone _____ E-Mail _____

Subscribed to and sworn before me this _____ day of _____, 2024.

Notary Public

- Notary Public Seal -

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SECTION VIII
M/W/DBE STATUS AND EEO REPORT

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

1. Contractor Name: _____

2. Check here if your firm is:

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

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

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

_____ Number of full-time employees

_____ Number of part-time employees

4. Similar information will be requested of all sub-contractors performing work pursuant to the applicable agreement. Forms will be furnished to the lowest responsible contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: _____

Date: _____

EEO REPORT

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

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

Contractor Name _____

Total Employees _____

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

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

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

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

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

(Signature)

(Date)

**SECTION IX
REFERENCES AND LIST OF ENTITIES
FOR WHICH SERVICES HAVE BEEN PERFORMED**

Contractors shall furnish at least three (3) entities, preferably municipalities, that have used the Contractor's for similar services within the last three (3) years.

REFERENCES:

1. Name of Entity _____

ADDRESS _____

CONTACT _____

**PHONE AND
EMAIL ADDRESS** _____

**WORK
PERFORMED** _____

2. Name of Entity _____

ADDRESS _____

CONTACT _____

**PHONE AND
EMAIL ADDRESS** _____

**WORK
PERFORMED**

3. Name of Entity

ADDRESS

CONTACT

**PHONE AND
EMAIL ADDRESS**

**WORK
PERFORMED**

LIST OF MUNICIPALITIES OR GOVERNMENT AGENCIES FOR WHICH THE VENDOR HAS PROVIDED SERVICES DURING THE PAST FIVE (5) YEARS IF NOT NAMED ABOVE.

1. Municipality

ADDRESS

CONTACT

PHONE AND
EMAIL ADDRESS

WORK
PERFORMED

2. Municipality

ADDRESS

CONTACT

PHONE AND
EMAIL ADDRESS

WORK
PERFORMED



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as the “Contract” or “Agreement”) is entered into on the ____ day of _____, 2024, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and _____, an _____ corporation/limited liability company (hereinafter referred to as the “Contractor”).

WHEREAS, the Contractor submitted a Proposal dated _____, _____, a copy of which is attached hereto and incorporated herein by reference, to provide _____ (hereinafter referred to as the “Work”) for the _____ (hereinafter referred to as the “Project”) pursuant to the Village’s Request for Proposals dated _____, 2024, 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 Project and the work required hereunder (hereinafter referred to as the “Work”); and

WHEREAS, Contractor shall perform the Work 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

Contractor shall perform the Project in accordance with its Proposal (“Contract Price”) for a price not to exceed \$_____ plus \$_____ contingency for unforeseen conditions for a total cost of \$_____ (“Contract Price”). 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 Project will be completed in a good and workmanlike manner in accordance with the Contract Documents, and that the Project will be free from defects.

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 who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices, and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Contractor and with the effect of binding the Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of the Contractor as having been properly and legally given by the Contractor. The Contractor shall have the right to change its designated representative by providing the Village with written notice of such change, which notice shall be sent in accordance with Section 13 of this Agreement.

The Village's Information Technology Director 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 Contract. The Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Contractor with written notice of such change which notice shall be sent in accordance with Section 13 of this Agreement.

4. TERM OF CONTRACT, CONTRACT RENEWAL

The Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and shall expire on December 31, 2024. The Village shall have the right to renew the contract for two (2) additional one (1) year terms with all terms and conditions remaining the same.

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) the Contractor's sworn statement;
- (ii) the Contractor's partial or final waiver of lien;

- (iii) any subcontractor's sworn statement(s); and
- (iv) any 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 the 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 submitted 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 the 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 amounts as may reasonably appear necessary to compensate the Village for any actual or prospective losses 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 the Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorneys' 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 13 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 Contractor pursuant to the provisions of Section 13 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. 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, is in default, or has delayed in the prosecution of, the Work to be provided pursuant to this Contract with diligence and 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 (an "Event of Default"), and has failed to cure, or has not reasonably

commenced to cure any such Event of Default within fifteen (15) business days after the 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 the 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 the 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 any 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 Work properly performed prior to termination;

(D) The Village may withhold any payment from the Contractor, whether or not previously approved, or may recover from the 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 the Contractor's Event of Default.

(F) In addition to the above, if the 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 and in keeping with the terms of the Contract Documents.

8. 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, any statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

9. 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 (attorneys' and paralegals' 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 would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village, 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, disability benefit, or employee benefit acts.

10. INSURANCE

The Contractor shall at the 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. The Contractor shall furnish "Certificates of Insurance" to the Village before beginning the 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 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 any Work is subcontracted pursuant to the provisions of this Contract, the 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, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **Comprehensive Automobile Liability:**

- i. 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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(D) **Umbrella:**

- i. Limits:

Each Occurrence/Aggregate	\$5,000,000.00
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(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, 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 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. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents, and volunteers.

11. 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, 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.

12. AFFIDAVIT OR CERTIFICATE

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

13. 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 personal service, or by email transmission 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 60302-4272
Email: villagemanager@oak-park.us

To 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. AUTHORITY TO EXECUTE

The individuals executing this Contract 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 Contract.

15. EFFECTIVE DATE

The effective date of this Contract shall be the last date of its execution by one of the Parties as reflected below.

16. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract between 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.

17. CONFIDENTIALITY

With respect to the disclosure of data or other information by the Village, the Contractor shall hold such data or information in strict confidence for as long as the information remains confidential and not public or otherwise disclosed unless as required by law. The Village and the Contractor shall never disclose or make any use of any information and never copy any such information or remove it from the other's premises, except such use as is required in the performance of the Contractor's duties for the Village. Before providing any data or other information to a third party, the disclosing party shall secure the permission of the other party in writing to provide such data or other information to the third party.

The obligation set forth in Section 17 above shall not apply if: (i) the information to be disclosed has otherwise become public knowledge through no fault of the disclosing party where the disclosing person was not under an obligation not to disclose such

information; (ii) the information to be disclosed was available to the disclosing party prior to its disclosure; (iii) the information is independently developed by the disclosing party; or (v) the information is disclosed as required by law.

The Village and the Contractor shall always use all reasonable precautions to assure that all information and data is properly protected and kept from unauthorized persons and shall do so pursuant to current industry standards for data protection and privacy. All information, documents, records and other materials provided by the Village or the Contractor shall be returned to the other party upon.

18. 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.

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, 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 Proposals 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 the Contractor shall cooperate in the provision of the Work to be provided by the 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. The 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/EMAIL 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/email copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

26. CERTIFIED PAYROLL

The Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village at any time during the term of this Contract. The Contractor shall provide said certified payroll records within seven (7) days upon the request of the Village.

27. LIVING WAGE/MINIMUM WAGE

The Contractor shall comply with the Village's living wage requirements as set forth in Section 2-6-20 ("Living Wage") of the Oak Park Village Code, as amended. The Contractor shall further comply with the Cook County Minimum Wage Ordinance, codified as Sections 42-7 through 42-19 of the Cook County Code, as amended, and the minimum wage requirements of the State of Illinois set forth in 820 ILCS 105/4, as amended. The Contractor shall pay its employees the greater of the Village's living wage, the minimum wage set forth in the Cook County Minimum Wage Ordinance, or the minimum wage set forth in 820 ILCS 150/4 as applicable during the term of this Contract. The Contractor shall provide any and all certified payroll records pursuant to Section 26 of this Contract above in order to determine whether the Contractor is meeting said requirement.

28. EQUAL OPPORTUNITY EMPLOYER

The Contractor is an equal opportunity employer and the requirements of Ill. Adm. Code 44, 750 App. A and Chapter 13 (“Human Rights”) of the Oak Park Village Code are incorporated herein by reference.

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, 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 this 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, order of protection status, or physical or mental disabilities that do not impair ability to work.

29. STANDARD OF CARE

The Contractor shall endeavor to perform the Work with the same skill and judgment which can be reasonably expected from similarly situated firms or entities.

The Contractor shall endeavor to perform the Services with the same skill and judgment which can be reasonably expected from similarly situated firms or entities. The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement as applicable, including, but not limited to, Cook County’s minimum wage and paid leave ordinances, respectively Cook County Ordinance Number 24-0583 and Cook County Ordinance Number 16-4229, and the Village’s Living Wage Ordinance, Village of Oak Park Ordinance Number 16-093, codified as Section 2-6-20 of the Village Code, all as amended.

The Contractor shall ensure that the Work is provided, performed, and completed in accordance 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, unfavorable discharge from military service, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.* and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

**[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 dates set forth below.

VILLAGE OF OAK PARK

[NAME OF CONTRACTOR]

By: Kevin J. Jackson
Its: Village Manager

By:
Its:

Date: _____, 2024

Date: _____, 2024

ATTEST

ATTEST

By: Christina M. Waters
Its: Village Clerk

By:
Its:

Date: _____, 2024

Date: _____, 2024