
SECTION I
REQUEST FOR BIDS (RFB)
INSTRUCTIONS AND SPECIFICATIONS FOR:

Generator Maintenance and Repair Services
Project Number: 25-109
Issuance Date: December 24, 2024

The Village of Oak Park (Village) is accepting bids from qualified generator service contractors for annual preventative maintenance including load banking services, as well as, fixed hourly rates for planned and emergency work. The Public Works Department will review and evaluate the bids. Any agreement awarded as a result of this RFB will be executed by the Village Manager as authorized by the Village Board.

Sealed bids will be accepted at the Oak Park Public Works Center, 201 South Blvd., Oak Park, IL 60302, Monday through Friday, 7:30 a.m. to 4:00 p.m., local time until 3:00 p.m. on Wednesday, January 8, 2025.

Specifications and bid forms may be obtained at <http://www.oak-park.us/bid> or by calling the Public Works Center at 708.358.5700.

There will not be a formal “bid opening” for the contract. Electronic signatures will be accepted on all documents.

The Village Board reserves the right to accept or reject any and all bids, to waive technicalities, or to accept any item of any bid. Information is available from Orlando Velasquez, Senior Pumping Station Operator, at 708.358.5749 or Ovelasquez@Oak-Park.US.

Submission of Bids:

Bid shall be submitted on the Bid form included herewith. Bids shall be submitted on official company letterhead. The bid shall be submitted in a sealed envelope marked “**Bid: 25-109; Generator Maintenance and Repair Services**”, shall bear the return address of the bidder, and shall be addressed as follows:

To: Orlando Velasquez
Senior Pumping Station Operator
Public Works Department
201 South Blvd.
Oak Park, IL 60302

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

SECTION II
BID INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Bid

Bids must be submitted on the forms furnished and delivered to the Public Works Center by the specific time indicated on the cover page. Bids arriving after the specified time will not be accepted. Mailed Bids that are delivered after the specified hour will not be accepted regardless of the post-marked time on the envelope. Bids must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company.

Contract Term

The initial contract term shall be from the date of award to December 31, 2025. 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).

Contract Renewal

The Village will 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 will allow the Bidder to increase or decrease the contract price for each annual renewal.

Upon written request from the Bidder, on or before October 20 of each year of the Agreement, the cost of the services provided under the Agreement may be adjusted as follows:

The contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the period October through September for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).

Notwithstanding anything contained in this Request for Proposals to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for services provided under this Agreement in any year.

Any applicable adjustment shall take effect on January 1st.

Recertification

If the Village renews the contract for an additional one-year term, the Proposer will provide the Village with a renewed certification in the form of 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 Contract

The agreement will be awarded in whole or in part to the responsible contractor whose Bid, conforming to the request for Bids, will be most advantageous to the Village; price and other factors considered.

Notice to Proceed

Maintenance and repair services shall begin within seven (7) days from the Notice to Proceed from the Water & Sewer Superintendent or Senior Pumping Station Operator. All work shall be completed in accordance with the detailed specifications set forth herein this document.

Costs of Preparation

The Village will not be responsible for any expenses incurred in preparing and submitting a Bid 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.

Contractor's Certification

Contractors and all proposed subcontractors must complete the Bidder Certification in Section V of this RFB. If the Contractor submits a false certification, the Village will disqualify the Contractor from contracting, or if a contract has already been executed, it will be deemed void. If the false certification is made by a subcontractor, then the Contractor's submitted bid will not be declared void if the Contractor terminates the subcontract upon the Village's request after a finding that the subcontract's certification was false

Withdrawal of Bids:

Any contractor may withdraw its Bid at any time prior to the time specified in the advertisement as the closing time for the receipt of Bids, by signing a request therefore. No contractor may withdraw or cancel its Bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of Bids. The successful contractor may not withdraw or cancel its Bid after having been notified that the Bid 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 Bid 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 Bids. 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 Bid. The Village reserves the right to visit and inspect the premises and operation of any contractor.

Rejection of Contractor

The Village will reject any Bid 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 Bid from a contractor that failed to satisfactorily complete work for the Village under any previous agreement.

Prevailing Wage

This work will require conformance with prevailing wage laws.

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 Bid.

Compliance with Applicable Laws

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

Governing Law

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

Subletting of Agreement

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the contractor's Bid. 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 Bid may request an interpretation thereof from the Village no later than 8:00 A.M. on Friday, December 31, 2024. If the Village changes the Bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum. 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 Bid 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, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Licenses and Permits

The contractor shall be responsible for becoming a licensed contractor with the Village and shall follow all appropriate and required codes.

Agreement

The selected bidder 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 ten (10) calendar days after the agreement has been mailed to the contractor. The contractor shall execute three copies of the agreement. One fully executed copy will be returned to the contractor. See Section XI for a sample copy of the agreement.

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.

Familiarity with Scope of Services, Terms Conditions and Requirements

Contractors shall familiarize themselves with the full contents of this RFB and all conditions which affect their Bid or ability to complete the contract. Once a Bid has been submitted, the Contractor's failure to have read and understand all the conditions, instructions and specifications of this Request for Bids shall not be cause to alter the terms of the contract or bid.

Dispute Resolution

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

No Collusion

The Contractor must disclose any person, firm or entity that has an interest in this contract, including subcontractors. If at any time it shall be found that Contractor has colluded with any other person, firm, or corporation in procuring this Contract, then Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Contract shall, at the Village's option, be null and void.

Defaulted Contractors

The Village of Oak Park will not award a contract to any person or entity that has breached or failed to perform under any contract with the Village or which owes any debt to the Village.

Village of Oak Park Logo or Likeness Use

The official logo of the Village or Park District of Oak Park is not to be used in any form. Use of the Village or Park District logo is strictly prohibited by law and such use could subject the proposer to disqualification or termination of contract.

Safety Precautions

The contractor is solely responsible for implementing effective safety precautions on and around the work site to protect workers and other persons who might be affected and shall exercise every precaution at all times for the protection of the property, including installation of appropriate traffic control. The contractor shall not leave any combustible materials or other fire hazards overnight or allowed them to accumulate. The contractor shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations. The Bidder shall exercise every precaution at all times for the protection of the persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Water and Sewer Superintendent or his designee shall be immediately discontinued by the Bidder upon their receipt of instructions from the Water and Sewer Superintendent or his designee, to discontinue such practice.

Damage to Property

Contractor shall repair, at no additional cost to the Village, all damage to Village property caused by the contractor resulting from their work.

Change Orders

Change Orders: Changes in the Work may be agreed to after execution of the agreement, and without invalidating the agreement, if the change order is in writing and signed. Any changes to the scope of work which result in an increase in the agreement price will be subject to an agreement addendum which must be signed by both parties. Any such change order will be prepared by the Village. The contractor may only proceed with the change upon receipt of the written change order signed by the Village.

Emergency Changes: Contractor may perform work not included in the scope of work if necessary to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The Village shall be notified immediately. A change order will then be negotiated and executed for the work performed, and for work remaining, if any.

Minor Changes (Field Orders): The Village may verbally authorize minor changes in the scope of work in order to prevent a delay in the progression of the work. These field orders may not involve a change in the agreement price or be inconsistent with the scope of work.

Changes Due to Unknown Conditions: The contractor is not responsible for changes in the work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the contractor shall notify the Village and a change order will be negotiated.

Correction of Work Prior To Final Payment

The Village has the right to stop work if the contractor fails to carry out the work in a manner acceptable to the Village. If the Village deems the contractor's work unacceptable, at the Village's election, the contractor shall do one of the following:

1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;
2. If the Village deems it unacceptable to have the contractor correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the costs to the Village to have the work repaired. Such a deduction from the agreement price shall in no way affect the Village's other remedies or relieve the contractor from responsibility for defects and related damage occurring as a result of defective or unacceptable work.

Reporting Requirements

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

Alterations, Omissions and Extra Work

The Village of Oak Park 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.

Responsibility of Contractor

The selected contractor shall furnish all labor, supervision, tools, equipment, materials and supplies, and other means necessary for performing and completing the work, including debris hauling, and shall obtain and pay for any required permits.

Bidder's Representative

The Bidder shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the Bidder, and to receive and execute orders from the Village Manager or appointed representative. Any instructions given to such superintendent or person executing work for the Bidder shall be binding on the Bidder as though given to him personally. Bidder's representative must be proficient in the use and interpretation of the English language.

Mandatory Qualifications for Contractor's Personnel

- No more than 50% of the crew may be trainees at any one time.
- The Village reserves the right to require immediate removal of any employee of the contractor selected deemed unfit for service for any reason. This right is non-negotiable and the contractor selected agrees to this condition by accepting this agreement. The contractor selected shall have enough qualified personnel to replace a terminated employee within 24 hours. Failure to do so can result in the termination of the agreement. Failure of the contractor selected or his/her employees to comply with all applicable laws, regulations and rules shall permit the Village to immediately terminate this agreement without liability.

Workers

The Bidders shall employ competent laborers and shall replace, at the request of the Water & Sewer Superintendent or his designee, any incompetent, unfaithful, abusive, or disorderly workers. 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 Bidder's employee to be immediately removed from the work crew if the above behavior is exhibited.

Regarding FOIA Requirements

By submitting a bid or otherwise responding in any way to this request for bids, the bidder acknowledges the following:

1. This public body is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the bidder to this public body is subject to disclosure to third parties in accordance with FOIA.
2. If the bidder intends for the public body to withhold the bidder's trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the bidder must include with its bid submittal a written notification specifically identifying such information, along with a statement that disclosure of such information will cause competitive harm to the bidder, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the bidder at the time of bid submittal will be presumed to be open to public inspection. The bidder may be required to substantiate the basis for its claims at a later time.

3. Notwithstanding timely notice received from a bidder in accordance with Section 7(1)(g), the public body reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request.

Living Wage/Minimum Wage

See Section XI – Agreement.

Hold Harmless

See Section XI - Agreement.

Insurance

See Section XI - Agreement.

Termination of Agreement

See Section XI - Agreement.

SECTION III
DETAILED SPECIFICATIONS

Annual Preventative Maintenance Specifications

Introduction

Currently, the Village has two diesel generators. Generator #1 is a stationary unit located inside of the Village's Central Pumping Station at 102 N. Lombard Ave Oak Park, IL 60302. Generator #2 is a mobile unit fixed to a semi-trailer, housed inside of the Village's Public Works Center. For distinction purposes, these units shall be referred to as: stationary generator and mobile generator.

Background

A. Stationary Generator

- Make: Caterpillar
- Serial Number: 5NA05823
- Model Number: SR-4
- Generator Set: 3412
- Three Phases/ 480V/714Amps/594KVA/475KW
- Built: 1987

B. Mobile Generator

- Make: Caterpillar
- Serial Number: AFN01274
- Model Number: SR4B
- Generator Set: 3412
- Three Phases/ 480V/872Amps/906KVA/725KW
- Built: 2005

Time of Work

Annual preventative maintenance and load banking services shall be performed during regular Village business hours, 6:30 AM to 3:00 PM weekdays.

Scope of Work

Certified technician(s) shall perform recommended annual routine maintenance and inspection services to aforementioned Village-owned generators; the following items shall be serviced:

General

- Grease serviceable bearings
- Safety equipment
- Fluid levels
- Fault and alarms
- Fluid Leaks
- Seals

Cooling System

- Radiator/Heat Exchanger
- Drive belts; observe deflection and alignment
- Coolant properties
- Hoses, valves, and connections
- Water pump
- Fans, pulley and belt
- Thermostat(s)
- Space heater (inspect for sediment)
- Laboratory analyzed coolant sample

Batteries and Starting System

- Check proper operation of battery charger; verify voltage and amperage
- Cable connections and terminations
- Check electrolyte level and specific gravity
- Perform battery load test
- Alternator
- Starting Motor

Fuel System

- Tank levels and gauges
- Verify day tank controls and pump operations
- Fuel lines, connections, and fittings
- Verify fuel pressure and gauge; dynamic and static
- Governor and controls
- Replace fuel filters

Air Induction and Exhaust

- Inspect air filter
- Intake system
- Exhaust system and manifold
- Air filter service indicator
- Turbocharger
- Valves and rotators
- Louvers

Oil and Engine System

- Change oil and filters
- Check lubrication system
- Crankcase breather
- Laboratory analyzed engine oil sample

Electrical System

- Terminals, wiring, and components
- Rotor and stator
- Breakers and fuses
- Inspect wiring insulation

Generator Control Panel

- Gauges
- Safety Controls
- Alarms
- Start Controls, HOA Switch
- Volt, amp, and frequency meters

Transfer Switch

- Power and Control Wiring
- Switch enclosure and mechanism
- Controls and time delays
- Clock

Generator Operations

- Perform load bank test for minimum of two hours at 100% load capacity.
- Record oil temperature, battery voltage, engine speed, coolant temperature, oil pressure, fuel pressure, static and dynamic oil level. Record on all phases: voltage, amperage, KVA, KW, frequency. Measurements shall be taken routinely throughout duration of load bank.
- Load banking shall take place in the outdoor yard of the Central Pumping Station; mobile generator shall be relocated to this location for load bank test.

Parts and Supplies

- All parts and materials used on generators shall be from the original equipment manufacturer.

Report

- Contractor shall provide a report regarding all services performed and any recommend repairs or maintenance for each generator. Report shall be submitted to Senior Pumping Station Operator within thirty days after the load bank test has been performed. Report shall include lab results of oil and coolant samples.

Planned and Emergency Repairs

Introduction

The Village is seeking fixed hourly rates from qualified generator service contractors for as-needed planned and emergency repair services.

In the event that services are required, whether planned or emergency, the Village will notify the contractor. Contractor is expected to respond promptly (within 30 minutes) to calls and e-mails for service requests. The Contractor will provide the Village with a written estimate of the cost and the time and materials needed to make the repair. If acceptable, the Village will then provide written notice to proceed to the Contractor. The Contractor must then begin the repair work within 24 hours unless agreed otherwise by the Village. Final costs will be based on the actual time and materials required to make the repair. Issuance of this contract does not guarantee exclusive rights to maintain and/or work on generators.

Time of Work

Contractor may be asked to perform work at any hour of the day including weekends and holidays. The scope and scale of the emergency will dictate the timing of emergency response. The contractor will begin providing emergency repair services within seven (7) days after receiving the notice to proceed through December 31, 2025. This would include emergency repair response during overnight hours, weekends, and holidays.

Response

The Contractor must respond (dispatch a repair technician) within twenty-four (24) hours of emergency repair request notification and must own and use the appropriate equipment to make the repairs. The Contractor must have prior knowledge and demonstrated experience with generator system repairs. The work for each assignment for emergency work shall proceed uninterrupted until work is completed.

Parts and Supplies

All parts and materials used on generators shall be from the original equipment manufacturer.

**VILLAGE OF OAK PARK (VILLAGE)
 GENERATOR MAINTENANCE AND REPAIR SERVICE
 PROJECT NUMBER: 25-109
 SECTION IV: BID FORM**

INSTRUCTIONS:

Pricing shall be valid January 1, 2025 to December 31, 2025

Hourly rates listed below shall include entire hourly rate package, including salary, benefits, overhead, etc. for one (1) technician per hour.

The rates provided below shall apply to all quotes/invoices issued by the contractor in response to the Village's requests for service.

The Village's goal is to maintain its generators with Original Equipment Manufacturer (OEM) parts; all parts used or provided by vendor shall be made by the OEM, unless otherwise approved by the Village.

All invoices related to replacement parts for generator shall be submitted to the Village, as well as the original purchase receipt from the part vendor to the contractor.

	<u>Rate Type</u>	<u>Dollar Amount</u>	<u>Details</u>
1	Regular Business Hours Hourly Rate. (Describe regular business hours in Details Section. Example: Weekdays 7:30 AM - 4 PM)	\$ _____	
2	After Hours/ Overtime (Extension of work day) Hourly Rate. Describe definition of after hours in Details Section. Example: Mon - Fri 4PM - 7:30 AM, including Saturday)	\$ _____	
3	Double Time/ Sunday and Holiday Hourly Rate	\$ _____	
4	Emergency Call-Out Hourly Rate	\$ _____	
5	Milage Rate, if applicable. (Milage is not expected to change throughout life of contract. Provide anticipated milage from bidder's location to generators' location)	\$ _____ per mile	_____ Miles
6	Parts Mark-Up Rate	_____ %	
7	Preventative Maintenance: Stationary Generator	\$ _____	
8	Load Bank Testing: Stationary Generator	\$ _____	
9	Preventative Maintenance: Mobile Generator	\$ _____	
10	Load Bank Testing: Mobile Generator	\$ _____	

This Bid is offered for acceptance by the Village of Oak Park within sixty (60) calendar days from the date of opening. The Bidder has read and agrees to all terms and conditions of this RFB.

Company Name: _____

Address: _____

City: _____ State: _____

Date: _____

Signature: _____

24/7 Emergency Call-Back Number

Printed name: _____

Email: _____

Phone: _____

MUNICIPAL QUALIFICATION REFERENCE SHEET

Bidders shall furnish a minimum of three (3) references from projects similar in scope within the last two (2) years.

MUNICIPALITY _____
ADDRESS _____

CONTACT _____
PHONE _____
WORK _____
PERFORMED _____

MUNICIPALITY _____
ADDRESS _____

CONTACT _____
PHONE _____
WORK _____
PERFORMED _____

MUNICIPALITY _____
ADDRESS _____

CONTACT _____
PHONE _____
WORK _____
PERFORMED _____

SECTION V
BIDDER CERTIFICATION

_____, as part of its Bid on an agreement for the Generator Maintenance and Repair Services for the Village of Oak Park, hereby certifies that said Bidder selected is not barred from Bidding 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 relating to Bidding Requirement.

(Authorized Agent of Bidder selected)

Subscribed and sworn to before me this _____ day of _____, 202__.

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.)

(Proposer selected)

The individual or entity making the foregoing Bid 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 Bid 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 Proposer if the Bidder is an individual)
(name of partner if the Bidder is a partnership)
(name of officer if the Bidder is a corporation)

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

Subscribed and sworn to before me this _____ day of _____, 202__.

Notary Public's Signature

- Notary Public Seal -

SECTION VII
ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

A. Corporation:

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

President _____

Secretary _____

Treasurer _____

Registered Agent Name and Address: _____

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

B. Sole Proprietor:

The contractor is a Sole Proprietor. If the contractor does business under an assumed name, the

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

C. Partnership:

The contractor is a partnership which operates under the name _____

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

Signature	Signature

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

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

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

Signature of Owner

SECTION VIII
COMPLIANCE AFFIDAVIT

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

1. I am the (title) _____ of the Bidding 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 Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
3. The Bidding Firm is organized as indicated above on the form entitled "Organization of Bidding Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Bidding Firm nor its affiliates¹ are barred from Bidding on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Bid rigging and Bid rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Bidding Requirements".
6. The Bidding Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Bidding Firm nor its affiliates is barred from agreeing 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 Bidding 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 Bidding Firm under the agreement in civil action.
8. 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 Bidding Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: _____

Name and address of Business: _____

Telephone _____ E-Mail _____

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.

Subscribed to and sworn before me this _____ day of _____, 202__.

Notary Public

- Notary Public Seal -

SECTION IX
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 bid. For assistance in completing this form, contact the Public Works Department at 708-358-5700.

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 W/W/DBE certifications]

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

_____ Number of full-time employees

_____ Number of part-time employees

4. Similar information will be requested of all sub-Contractors working on this agreement. Forms will be furnished to the lowest responsible Contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: _____

Date: _____

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														
TOTAL														
Management Trainees														
Apprentices														

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

_____, being first duly sworn, deposes and says that he/she is the _____

(Name of Person Making Affidavit)

(Title or Officer)

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

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

(Signature)

(Date)

SECTION X
NO BID EXPLANATION

If your firm does not wish to Bid 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 Bid.

Bid Name: Project No. 25-109; Generator Maintenance and Repair Services

Comments:

Signed: _____

Phone: _____



SECTION XI
(For Reference – Do Not Fill In)
SAMPLE INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (herein after referred to as the “Agreement” or the “Contract”) is entered into on the ____ day of _____, 202__, 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 authorized to conduct business in the State of Illinois (hereinafter referred to as the “Contractor”). The Village and the Contractor may, at times, be referred to collectively as the “Parties” or each individually as a “Party”.

RECITALS

WHEREAS, the Contractor submitted a Proposal dated _____, 202__, a copy of which is attached hereto and incorporated herein by reference, to provide **GENERATOR MAINTENANCE AND REPAIR SERVICES** (hereinafter referred to as the “Work”) (hereinafter referred to as the “Project”) pursuant to the Village’s Request for Bids dated **DECEMBER 24, 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 Work required hereunder; and

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

NOW, THEREFORE, in consideration of the terms herein and the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. RECITALS INCORPORATED

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

2. SCOPE OF WORK

The Contractor shall perform the Project in accordance with its Proposal in an amount not to exceed \$____.____ in **2025** (the “Contract Price”). The Contractor shall complete the Project in accordance with any applicable manufacturers’ warranties and in accordance with its Proposal, the Village’s Request for Proposals, and this Contract, all of which together shall constitute the “Contract Documents.” The Contractor hereby

represents and warrants that it has the skill and experience necessary to complete the Project in a good and workmanlike manner in accordance with the Contract Documents, and that the Project shall 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 Manager 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, AND RATE ADJUSTMENT

The Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending at **11:59 p.m. December 31, 2025**. The Contractor shall invoice the Village for the Work provided pursuant to this Contract at the rates set forth in its Proposal.

The Village shall have the right to renew this Contract for two (2) additional one (1) year terms with all terms and conditions, other than price, remaining the same. The Village will allow the Contractor to increase or decrease the Contract Price for each year this Agreement is in effect.

Upon written request from the Contractor, on or before October 20 of each year of this Agreement, the cost of the Services provided under this Agreement may be adjusted as follows: The Contractor shall submit a request for adjustment to the Village based upon

the average of the published monthly Index (as defined below) for the period October through September for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100). Notwithstanding anything contained in this Request for Proposals to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for services provided under this Agreement in any year. Any applicable adjustment shall take effect on January 1st.

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 submission of any required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the Work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by the Contractor shall be made by the Village to the Contractor when the Contractor has fully performed the Work, the Work has been approved by the Village, and any required waivers and paperwork have been submitted 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 amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which the Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due 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 the Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to the Contractor all amounts due for the Work performed up to the date of termination.

7. DEFAULT/THE VILLAGE'S REMEDIES.

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

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, all 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 or Disability Benefit Acts 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 any Work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen thirty (30) days written notice to the certificate holder named to the left."

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

(A) Commercial General Liability:

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

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
- iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) Workers' Compensation:

- i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if 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

(D) **Umbrella:**

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

(E) The Village and its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except workers' compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village and its officers, 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, performed. 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 or facsimile 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 St
Oak Park, Illinois 60302
Email: VillageManager@oak-park.us

To the Contractor:

Email:

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

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

14. 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. 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.

18. PREVAILING WAGES

The Contractor and any applicable subcontractor shall pay prevailing wages as established by the Illinois Department of Labor and determined by the Village for each craft or type of work needed to execute the contract in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (“Act”). The Contractor shall prominently post the current schedule of prevailing wages at the Project site(s) and shall notify immediately in writing all of its subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the terms of any Contract shall be at the sole expense of the Contractor and not at the expense of the Village, and shall not result in an increase to the Contract Price. The Contractor shall be solely responsible to maintain accurate records as required by the Act and shall submit certified payroll records to the Village evidencing its compliance with the Act on no less than a monthly basis as required by the Act. The Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work for the Project.

The Contractor shall indemnify, hold harmless, and defend the Village, its officers, officials, employees, agents and volunteers (“Indemnified Parties”) against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorneys’ fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of noncompliance with the Act or which

may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Act by failing to give proper notice to the Grantee or any other party performing work on the Public Improvements that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing Work on the Project, including interest, penalties or fines under Section 4(a-3). The indemnification obligations of this section on the part of the Contractor shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, the Contractor shall, at its own expense, appear, defend and pay all charges of reasonable attorneys' fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action, the Contractor shall at its own expense, satisfy and discharge such judgment or award.

19. GOVERNING LAW AND VENUE

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

20. AMENDMENTS AND MODIFICATIONS

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

21. NON-WAIVER OF RIGHTS

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

22. CONFLICT

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

23. HEADINGS AND TITLES

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

24. COOPERATION OF THE PARTIES

The Village and 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 Contract and any signatures 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's Director of Public Works 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 Director of Public Works.

27. EQUAL OPPORTUNITY EMPLOYER

The Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein 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, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

In the event of the Contractor's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable

law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

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

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

**[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

[full name of Contractor - capitalized]

By: Kevin J. Jackson
Its: Village Manager

By:
Its:

Date: _____, 202__

Date: _____, 202__

ATTEST

ATTEST

By: Christina M. Waters
Its: Village Clerk

By:
Its:

Date: _____, 202__

Date: _____, 202__