
SECTION I
REQUEST FOR BIDS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park
2027 Auto/Truck Transmission Repair Bid Number: 26-114
Issuance Date: August 19, 2026

The Village of Oak Park will receive Bids from experienced vendors for auto/truck transmission repairs during the calendar year 2027 pursuant to this Request for Bids. Bids will be accepted at the 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 Friday, September 18, 2026**. Bids may also be emailed to Ken Crowley, Superintendent of Fleet Services, kcrowley@oak-park.us

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

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

The Village Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Information is available from the Fleet Services Superintendent, Ken Crowley CAFM, CPFP, at 708-358-5700 or kcrowley@oak-park.us

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

Submission of Bids

The Bid shall be submitted on the Bid form included herewith. The Bid shall be submitted in a **sealed** envelope marked “**BID: 26-114, 2027 Auto/Truck Transmission Repair**”, shall bear the return address of the bidder, and shall be addressed as follows:

TO: Ken Crowley CAFM, CPFP, Fleet Services Superintendent
Public Works Department
201 South Blvd.
Oak Park, IL 60302

In responding to this Request for Bids the official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the proposer to disqualification.

SECTION II

BID INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Bid:

All Bids must be 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 received by the Village 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. Bids shall be sealed in an envelope and marked as stated on the cover page.

Contract Term

The initial contract term shall be from the date of award to December 31, 2027.

Contract Renewal

The term of this Contract may be extended in writing for up to two (2) additional one (1)-year periods of time pursuant to the consent of the parties.

Rate Adjustment

The Contractor shall be permitted to adjust its rates subject to one (1) adjustment annually, effective on the anniversary date of this Contract. Written notice to the Village from the Contractor must be provided for any annual rate adjustment providing the basis for the requested increase and supporting document justification within thirty (30) days prior to the anniversary date. The annual adjustment shall be 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 Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-84 = 100). Notwithstanding anything contained herein to the contrary, the annual adjustment shall not be greater than five percent (5%) of the previous year's rates for services provided under this Contract in any year. If the Contractor fails to justify the requested increase, the Village reserves the right to reject the request and terminate the remaining term of this Contract.

Notice to Proceed

Work shall begin within fourteen (14) days from the Notice to Proceed from the Village. All work shall be completed in accordance with the detailed specifications set forth herein this document.

Recertification

If the Village renews the contract for an additional one year term, the Bidder will provide the Village with a renewed certification in the form in Section IX indicating that it continues to be eligible to contract with units of local government. If a contractor or subcontractor is not able to certify that it continues to meet all requirements, it shall provide a detailed explanation of the circumstances leading to the change in certification status.

Award of Agreement

The Agreement will be awarded in whole or in part to the responsible Bidder or Bidders whose bids, conforming to the request for bids, will be most advantageous to the Village; price and other factors considered.

Costs of Preparation

The Village will not be responsible for any expenses incurred in preparing and submitting a 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. Contractors should exclude these taxes from their prices.

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.

Conditions

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have a familiarity with this category of work. 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 3:00 P.M. on Friday August 28, 2026. If the Village changes the Bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum and will post the Addenda on the Village website no later than 3:00 P.M. on Monday, September 07, 2026. All bidders will be responsible for checking for any addenda. The Village will not assume responsibility for receipt of such addenda. 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 on the sealed bid envelope.

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.

Agreement

The selected bidder shall enter into an Agreement with the Village to complete the work 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 XII 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.

Dispute Resolution

The Village of Oak Park does not agree to mandatory arbitration of any dispute. All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph will be deemed per se invalid.

Bid Notice 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.

SECTION III **GENERAL SPECIFICATIONS**

Scope of Work

The Fleet Services Division within the Public Works Department in the Village of Oak Park Illinois is requesting Bids for auto/truck transmission repair in 2027. The Fleet Division is responsible for the purchase, repairs, maintenance, warranty management, and disposal of vehicles & heavy equipment for the Public Works, Police, Fire and Parks. The fleet consists of 220 motorized units of equipment that consists of: sedans, vans, pick-up trucks, heavy fire apparatus, emergency medical technician units, police cruisers, Class 8 trucks, and heavy equipment.

Expected Benefits:

- Lower costs
- Standardized (OEM) parts
- Timely repair of Village vehicles and heavy equipment
- Pre-qualified vendor

The successful contractor will enter into an Independent Contractor Agreement with the Village of Oak Park.

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.

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.

Method of Payment

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

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.

Any Change which results in a total agreement price in excess of \$10,000 must be approved by the Village of Oak Park Board of Trustees.

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.

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 Public Works Director 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.

Workers

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

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.

SECTION IV

DETAILED SPECIFICATIONS

Detail Scope of Services

Since every Village of Oak Park vehicle is critical to public safety, i.e., police, fire, street/utility repair, it is imperative that all vendors demonstrate the ability to deliver prompt response, reasonable repair times, and quality work.

The purpose of this Request for Bids is to obtain from qualified individuals or vendors, their experience, qualifications and pricing for transmission repair services. The Village's goal is to retain a business to perform transmission repairs on the Village's fleet.

Minimum Requirements:

These requirements cover the minimum expectations for the repair and servicing of transmissions.

1. Vendor assumes liability for any damage to any Village of Oak Park property while such property is in the vendor's possession, or during transport between the vendor's facility and the Village of Oak Park Fleet Services facility. All vehicles must be secured when at repair shop. Representatives of the Village may visit the repair facility after bid opening, but prior to award. The Village reserves the right to make unannounced visits to the vendors repair facility after award has been made. The condition of the vendors repair facility could result in rejection of bid or the termination of the contract if, in the Village's opinion, the facility is excessively dirty, disorganized or is considered by the Village to be an unsatisfactory environment for the Village vehicles.
2. Vendor must have been in the Transmission Repair business for a minimum of five (5) years. Indicate the number of years in business in the space provided on the Bid Form, Section V. Proof of the number of years in business must be submitted with bid.
3. Repairs and service not listed on the Proposal Form shall be billed on a labor/materials basis. A written estimate of repairs shall be provided to the Village prior to the commencement of work. If actual cost of repairs exceeds the original estimate, the vendor shall STOP WORK immediately and provide the Village with a detailed written quote for the total cost of repairs. The Village of Oak Park reserves the right to reject the quote and seek a second opinion. The Village will not pay for work which has not been authorized.
4. Vendors are required to enter the hourly rate and discount for parts, if any, on the Proposal Form. The hourly rates and parts discount will be used for repairs not otherwise covered under these specifications.
5. The Village of Oak Park reserves the right to award this proposal to the best-qualified vendor who meets or exceeds all proposal specifications and whose proposal represents the best value for the Village, which includes but is not limited to price, hourly labor rate, parts discount, warranty, years in business, past experience with vendor.

6. Vendor performance is very important to the Village of Oak Park. If a total of three (3) vehicles have to be returned to the vendor for either additional work after the vehicle was picked up and/or to execute repairs under the warranty within a twelve (12) month time period, the Village shall have the right to terminate the contract due to vendor performance. Vendor performance could also be considered during future proposal evaluations.

7. All work must be performed by skilled workers, adequately trained for the equipment being serviced. Damages due to neglect or abuse while in the possession and control of the vendor is the sole responsibility of the vendor.

8. Repairs shall be completed no later than four (4) working days after the receipt of vehicle. Operation of Village of Oak Park vehicles is limited to pick-up from the Village of Oak Park to the vendors repair shop, test drive to ensure proper repair, and return to the Village of Oak Park. At no time shall the vendor use any Village of Oak Park vehicles or equipment for any other reason.

Repair Provisions

Estimates: For services requested by Fleet Services Management, a written estimate with the number of hours, based on the shop hourly rate for the type of repair being done, and type of parts required to perform the service shall be supplied by the vendor. If approved by the Village, this shall become a ceiling as to the maximum cost for the particular repair order. In the event that hidden damage is discovered during tear down, the vendor shall inform Village of Oak Park Fleet Services immediately. In no event shall the vendor proceed with new additional work without the express consent of the Village of Oak Park Fleet Services.

Basis for Repair Cost: If the price offered by the vendor for the job is considered unreasonable by the Village of Oak Park or otherwise subject to question based on cost experience, or for any other reason, the Village may withdraw the service requirement for that job. The Village of Oak Park reserves the right to obtain comparative quotes at any time during the term of the contract.

Quality of Work: The vendor agrees that all work shall be performed by competent personnel, experienced and qualified to work on the specified make of automotive equipment, and that all work shall be performed in accordance with the best commercial practices and without delays. The vendor must have available suitable modern equipment necessary for the satisfactory execution of any repair job. Fleet Services Management will inspect each vehicle prior to or after the vehicle is returned by the vendor. Based on the situation or vendor location determination will be made in advance by mutual agreement, as to how final inspection will occur. The vendor is expected to correct any deficiencies found after repairs are completed without delay at no additional cost to the Village. Repeated quality control problems shall be cause to terminate future repairs.

Parts and Materials: All material or parts furnished by the vendor and used on the repair of equipment shall be new and conform to the original equipment manufacturer's specifications unless otherwise approved, in advance, by the Village of Oak Park Fleet Services. Rebuilt assemblies or sub-assemblies may be used in the repair of equipment only with prior approval of the Village of Oak Park Fleet Services when such is standard industry practice, and the

rebuilt assembly or sub assembly carries the same warranty as a new assembly or sub assembly. Vendor must apply the appropriate core credit to the repair. The vendor must reuse, recycle or dispose of all associated wastes in an environmentally friendly and responsible manner.

Installation of Village Supplied Materials or Parts: On occasion, the Village of Oak Park will utilize materials or parts from retired vehicles as a cost savings measure. The vendor will be expected to install these materials or parts at the same rate as new parts excluding any pre-authorized repair/refinishing work to same.

The vendor shall submit invoices for all work completed at the time the repaired vehicle is ready for pick-up or delivery.

Attached documents are just a snapshot of the vehicles used by the Village of Oak Park. Repair needs that may be required beyond those commonly listed, shall be priced in a manner consistent with the pricing schedule of the quoted services.

References

Submit at least three (3) municipal or large commercial references including name, address and telephone number of a contact person at the municipality or business responsible for monitoring the contract and a brief description of the services performed thereunder.

Assumptions, Deviations and Exceptions

If exceptions or deviations from this Request for Bids are evident, describe such exceptions or deviations and provide a rationale for such exceptions or deviations. In no event shall such assumption, deviation or exception involve the modification of any permits or approvals obtained by the Village. Failure to provide some or all of the information requested may be deemed, in the discretion of the Village, to be cause for disqualification of a Bidder.

Certificate of Insurance

At the time of award, the proposer will be required to provide a certificate of insurance naming the Village of Oak Park as an additional insured as noted in the attached sample agreement.

Award of Contract

The Village shall award the contract to the chosen vendor after the recommended vendor is approved by the Village of Oak Park.

Evaluation Criteria

The evaluation team comprised of Public Works and Fleet Services Staff will utilize the following criteria to evaluate the Bids of those proposers to be considered for interviews and/or potential negotiations. Each of the criteria is assigned varying weights to reflect relative importance. Bidders are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

- ☐ Qualifications, Experience and understanding of the services to be performed
- ☐ References
- ☐ Shop Hourly Labor Rate

- ☐ Start Time in Days from Receipt of Parts
- ☐ Discount Off List Price for Parts
- ☐ Pick-up and Delivery Charge
- ☐ Pick-up and Drop-off Service
- ☐ Location

SECTION V
BID FORM (Pricing)

The undersigned bidder agrees to all terms and conditions of the preceding specifications for 2027 Auto/Truck Transmission Repair Bid. Bidder must fill in all blanks on this form.

Auto/Light Truck Transmission Repair			Vendor Response: Complete the information for the vehicles your firm is propping for				
					Ability to Make Related Mechanical Repairs on Site:	Pick-up & Drop-off Service	Exception (an explanation is required for exception, use as a separate sheet if necessary)
	Response Time in hours from request of estimate	Working Days to Return Estimate	Shop Hourly Labor Rate	% Discount Off List Price for Parts		Yes/No	
Vehicle Make & Model							
Chevrolet C&K Series 2500	4 Hours	2 Days					
Ford Fusion Hybrid	4Hours	2 Days					
Ford (Police) Taurus	4 Hours	2 Days					
Dodge(Police) Charger	4 Hours	2 Days					
Ford (Police) Explorer	4 Hours	2 Days					
Ford Transit Connect	4 Hours	2 Days					
Ford F-Series Truck	4 Hours	2 Days					
Nissan Leaf	4 Hours	2 Days					

Med. HD Truck Transmission Repair			Vendor Response: Complete the information for the vehicles your firm is propping for							
				Start Time in Days from Reciept of	% Discount Off List Price for Parts	Ability to Make Related Machanical Repairs on Site:	Pick-up & Drop-off Service	Pick-up and Delivery Charge	Name of Estimator's Guide Softw are Used	Exception (an explanation is required for exception, use as a separate sheet if necessary)
	Response Time in hours from request of estimate	Working Days to Return Estimate	Shop Hourly Labor Rate	Days from Reciept of Parts			Yes/No			
Vehicle Make & Model										
Ford F550 Dump Truck	4 Hours	2 Days								
Ford E450 Ambulance	4Hours	2 Days								
Ford F550 Ambulance	4 Hours	2 Days								
I. H. 4900 Series Dump Truck	4 Hours	2 Days								
I. H. 7400 Series Trucks	4 Hours	2 Days								
H.M.E Fire Trucks	4 Hours	2 Days								

(Print Name and Title of Individual Signing)

Signed

BID FORM CONTINUED

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

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

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

Dated: ____/____/2026

Organization Name (Seal - If Corporation)

By:

Address

Email

Telephone

Number of years in business _____

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

_____ in the State of _____. My Commission
Notary Public

Expires on ____/____/____

BID FORM CONTINUED

Complete Applicable Paragraph Below

(a) Corporation

The bidder is a corporation, which operates under the legal name of _____ and is organized and existing under the laws of the State of _____. The full names of its Officers are:

President _____

Secretary _____

Treasurer _____

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

(b) Partnership

Names, Signatures, and Addresses of all Partners

The partnership does business under the legal name of _____, which name is registered with the office of _____ in the county of _____.

(c) Sole Proprietor

The bidder is a Sole Proprietor whose full name is _____. If the bidder is operating under a trade name, said trade name is _____, which name is registered with the office of _____ in the county of _____.

Signed: _____
Sole Proprietor

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

SECTION VI
MUNICIPAL QUALIFICATION REFERENCE SHEET

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

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

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

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

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

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

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

SECTION VII
BIDDER CERTIFICATION

_____, as part of its Bid for 2027 Auto/Truck Transmission Repairs for the Village of Oak Park, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement".

(Authorized Agent of bidder selected)

Subscribed and sworn to before me this _____ day of _____ 2026.

Notary Public's Signature

- Notary Public Seal -

SECTION VIII
TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn, deposes and says:

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

_____.
(bidder selected)

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

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

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public's Signature

- Notary Public Seal -

SECTION IX
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 Bid based on the request and have verified the facts contained in the Bid 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 affiliates are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Bid rigging and Bid rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates is barred from agreementing 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 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **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 _____

Subscribed to and sworn before me this _____ day of _____, 2026.

Notary Public

- Notary Public Seal -

SECTION X
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 Department of Public Works 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 subcontractors 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 Department of Public Works at 708-358-5700.

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

Contractor Name _____

Total Employees _____

Job Category	Total # of Empl.	Total Males	Total Females	Black	Males				Females				Total Minorities
					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 report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will disqualify you from consideration.

_____, says that he/she is the _____ of _____ and that the above EEO
 Name of Person Making Affidavit Title or Officer

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 _____, 2026.

 Signature

 Date

SECTION XI
NO BID EXPLANATION

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

Bid Name: **Project No. 26-114; Village of Oak Park, 2027 Auto/Truck Transmission Repairs**

Comments:

Name (printed): _____

Signed: _____

Phone: _____

SECTION XII
AGREEMENT

(For Reference – Do Not Fill Out)

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Contract”) is entered into on the _____ day of _____, 2026, 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”).

WHEREAS, Contractor submitted a Proposal dated _____, 2026, a copy of which is attached hereto and incorporated herein by reference, to provide 2027 Auto/Truck Transmission Repairs (hereinafter referred to as the “Work”) pursuant to the Village’s Request for Proposals dated _____, 2026, incorporated herein by reference as though fully set forth; 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 premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

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

2. SCOPE OF WORK

The Contractor shall perform the Project in accordance with its Proposal in an amount not to exceed \$_____ (“Contract Price”). The Contractor shall complete the Project in accordance with any applicable manufacturers’ warranties and in accordance with the Village’s Request for Bids, the Contractor’s Bid and this Contract, all of which together shall constitute the “Contract Documents.” The Contractor hereby represents and warrants that it has the skill and experience necessary to complete this project in a good and workmanlike manner. The Contractor further represents and warrants that the 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

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

4. TERM OF CONTRACT

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. on December 31, 2027.

The Village shall have the right to renew the contract for two (2) additional one (1) year terms with all terms and conditions, other than price, remaining the same. The Village will allow the contractor to increase or decrease the contract price for each annual renewal.

Upon written request from the contractor, 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:

1. 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).

2. Notwithstanding anything contained in this Request for Bids 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.
3. 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) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

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

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

6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 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 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, and is in default, or has delayed in the prosecution of, the Work to be provided pursuant to this Contract with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract, or has attempted to assign this Contract or the Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

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

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

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

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

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

(F) In addition to the above, if Contractor fails to complete any required Work pursuant to this Contract, the Village shall be entitled to liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day the Services remains uncompleted. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the required 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, 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 (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village and its officers, officials, employees, volunteers and agents would otherwise have. The Contractor shall similarly protect,

indemnify and hold and save harmless, the Village and its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation or disability benefit acts or employee benefit acts.

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 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 work is subcontracted pursuant to the provisions of this Contract, the Contractor shall require each subcontractor similarly to provide

worker's compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Worker's 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 \$2,000,000.00

(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, 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, or personal service, or by facsimile or 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 St.
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.

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 facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile or email notice 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 Agreement as reflected above and below shall be the date that the Village Manager executes this Contract on behalf of the Village.

16. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

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

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. 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.

19. 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.

20. 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.

21. CONFLICT

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

22. 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.

23. COOPERATION OF THE PARTIES

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

24. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

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

25. CERTIFIED PAYROLL

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. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

26. 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.

27. EQUAL OPPORTUNITY EMPLOYER

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 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 sick leave ordinances, respectively Cook County Ordinance Number 16-5768 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 Services are 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 Contract to be signed by their duly authorized representatives on the days and dates set forth below.

VILLAGE OF OAK PARK

[full name of Contractor - capitalized]

By: Kevin J. Jackson
Its: Village Manager

By:
Its:

Date: _____, 2026

Date: _____, 2026

ATTEST

By:
Its:

Date: _____, 2026