



REQUEST FOR PROPOSALS: TOWING SERVICES

DATE ISSUED: April 2, 2021

1. REQUEST FOR PROPOSALS - INSTRUCTIONS AND SPECIFICATIONS

The Village of Oak Park (hereinafter referred to as the “Village”) is requesting proposals from qualified firms that wish to manage and administer a program for the Village Towing Services.

The Village will receive proposals at the Police Department, Monday through Friday, 8:30 a.m. to 5:00 p.m., at 123 Madison Street, Oak Park, Illinois 60302. Proposals will be accepted until 5:00 p.m. (local time) on April 19, 2021. Firms responding to this Request for Proposals must submit three (3) bound hard copies, one (1) unbound hard copy, and one (1) electronic copy on a CD or thumb drive of their proposals in sealed envelopes, and must conform to the format specified below.

The Village reserves the right to accept or reject any and all proposals or to waive technicalities. Information concerning this request for proposals is available from Kellie Murphy, Administrative Commander, 123 Madison Street, Oak Park, Illinois 60302. Kellie Murphy can be reached by telephone at the following number, (708) 386-3800 or via e-mail at kmurphy@oak-park.us

The documents constituting this request for proposals are listed below. Respondents are responsible for the completion of all required sections, in their entirety.

Upon formal award to the successful Contractor, the selected contractor shall enter into a Towing Services Agreement in substantially the form attached to this Request for Proposals. Below is a tentative schedule for the request for proposal, evaluation of responses, selection and approval of a preferred firm or firms (“Contractors”), and implementation of Towing Services:

Proposals due to Police Department	April 19 th
Presentations by preferred firm(s) (tent)	April 26 th
Village Board approval of Towing Services Contractor	May 17 th
Effective date of service	May 25 th

2. BACKGROUND INFORMATION:

The Village is a full-service home rule municipal corporation located in Cook County, Illinois. Oak Park is a thriving, transit-oriented community of about 52,000 people located immediately west of the City of Chicago and known for its great neighborhoods, architectural heritage and innovative public policy initiatives. Within its 4.5 square miles lives one of the region's most diverse mixes of cultures, races, ethnicities, professions, lifestyles, religions, ages and incomes.

The Village provides a full range of municipal services including fire protection, ambulance, police, highway and street maintenance, building code enforcement, public improvements, economic development, parking services, planning, zoning, transportation, water and sewer services and general administrative services.

The Village operates under the village manager form of government. An elected legislative board consisting of a president and six trustees set policy and a professional manager oversees the day-to-day administration of government. Village services and programs are delivered by about 370 employees.

The Oak Park Police Department is a full-service law enforcement agency serving the citizens of the Village of Oak Park. The mission of the Department is to provide high-quality police services that are accessible to all members of the community. The Department believes in the dignity of all people and respects individual and constitutional rights in fulfilling this mission. In order to achieve this mission, the Department has adopted Community Based Policing which includes the following components: citizen involvement, problem solving and quality of life focus, ethical behavior, situational leadership, and employee value. It is our goal to incorporate these values in the organization, and throughout our interactions with the community to promote a desirable quality of life in the community, with a commitment to maintaining and improving peace, order, and safety through excellence in law enforcement and community service.

3. CONTRACTOR QUALIFICATIONS: No contract shall be awarded except to responsible Contractors capable of providing the class of service described.

A. Evaluation of Proposals. An evaluation team using set criteria shall evaluate each proposal.

- 1) Evaluation Team. The evaluation team shall consist of staff from the Human Resources, Legal Department and representatives from Fire, Police and Public Works.
- 2) Evaluation Criteria. Proposals will be evaluated based on the criteria outlined in Section 6 of this document.

4. SPECIFIC CONTRACTOR REQUIREMENTS: All Contractors interested in providing towing services to the Village of Oak Park must have the ability to provide the following:

I. SCOPE OF SERVICE

The Contractor shall furnish the following services, labor, equipment, facilities and materials for towing or towing related services at the request of the Village:

- A. Vehicles involved in traffic collisions;

- B. Abandoned vehicles on the roadway;
- C. Disabled vehicles;
- D. Abandoned or unclaimed vehicles on private property;
- E. Vehicles seized or impounded as evidence;
- F. Recovered stolen vehicles;
- G. Vehicles involved in crimes;
- H. Vehicles as may be requested to be relocated during a Village emergency or special event;
- I. Other tows or towing-related services as may be requested by the Village's Police Department; and
- J. Street sweeps at traffic collision scenes.

Village directed towing is performed solely as a public service and the Village assumes no responsibility for any charges which may be incurred.

II. CALLS FOR SERVICE

Services are to be rendered only upon request of the Village. The Contractor upon notification by the Village immediately shall send a tow truck(s) to the designated location. At the direction of a police officer or community service officer at the scene, the Contractor shall remove the wrecked/abandoned/disabled vehicle or vehicles from the scene directly to the Contractor's lot, or if requested and when possible, to a location specified by the citizen within a ten (10) mile radius from the towing agency's place of business for charges specified **in this Request for Proposals.**

Operators of tow vehicles shall obey all lawful orders of police officers or community service officers (CSOs) and shall render all assistance when it has been determined that illegally parked vehicles or other hazardous or nuisances must be removed from public or private property.

Police officers or community service officers when summoning the tow Contractor for the removal of an abandoned vehicle on private property when the vehicle is not a hazard and the owner of the private property is not present requesting a tow, will make an attempt to have the vehicle towed during the Contractor's normal business hours. Police officers or CSOs for this type of tow will attempt not to have the vehicle towed during adverse weather conditions (i.e. rainstorms, snowstorms, etc.)

The Contractor shall consider calls from the Village's Police Department as having **first priority** over requests for towing services from other parties. The Contractor will furnish the Village with the names of all other agencies with which the towing Contractor has a towing contract or agreement with when the Towing Services Agreement attached hereto becomes effective;

and shall notify the Village when any other contracts or agreements are entered into by the Contractor during the term of the Towing Services Agreement attached hereto.

III. CONTRACTOR RESPONSIBILITY FOR PROPERTY

The Contractor expressly assumes full responsibility and liability for all property entrusted to its care including all equipment and contents thereof, and indemnifies and holds harmless the Village against all claims for damages to vehicles and equipment entrusted to its care and control.

IV. HOURS OF SERVICE

The Contractor will maintain an open facility with equipment and labor force adequate to supply demand on a full twenty-four (24) hour per day basis every day of the year. The Contractor at a minimum shall maintain office hours available to citizens to make inquiries and obtain vehicles in accordance with the following schedule:

Monday - Friday	8:00 a.m. to 6:00 p.m.
Saturday	9:00a.m. to 12:00 p.m.
Sunday	Unless open for normal business hours, Sunday releases may be subject to an after Hours Fee

The Contractor shall have an agent or employee available at all other times to allow police personnel access to all vehicles towed, **and** when emergency situations require the release of a vehicle (release fee will apply during non-business hours). All business hours will apply to the storage facility which will be the central contact point for both police personnel and citizens.

V. WRECKER AND TOWING EQUIPMENT

The Contractor will have in operation at all times at a minimum one (1) light wrecker with a 7,000 pound hand or power winch, crane and boom, and/or one (1) flatbed wrecker with a 7,000 pound power winch, crane and boom. Each wrecker is required to carry the full complement of service items and insurance as set forth in the Illinois Vehicle Code, 625 ILCS 5/12-606. In addition, the wrecker tow trucks shall be equipped with all safety devices and lights to meet all ICC regulations. All tow trucks must be personally inspected for identification and equipment by an officer from the Police Department before use.

VI. REMOVAL AND CLEAN UP OF DEBRIS

After any traffic collision for which the Contractor has been requested to respond, in compliance with the Illinois Vehicle Code, 625 ILCS 5/11-1413(c), the Contractor shall remove any glass or other debris except any hazardous substance as defined in Section 3.215 of the Environmental Protection Act, 415 ILCS 5/3.215, hazardous waste as defined in Section 3.220 of the Environmental Protection Act, 415 ILCS 5/3.220, and potentially infectious medical waste as defined in Section 3.360 of the Environmental Protection Act, 415 ILCS 5/3.360, dropped upon the highway and shall cover any oil, antifreeze, grease deposits, etc. as necessary.

VII. POLICE VEHICLE TOWS/STORAGE

The Contractor shall provide towing services for the Village at no charge to the Village. These tows may consist of squad vehicle tows, vehicles towed for evidentiary purposes or vehicles seized and impounded. In addition, the Contractor **will not charge** the Village for vehicles stored as a result of any of tow services set forth in this section.

When a tow is requested by the Village for evidentiary purposes and must be taken to a location chosen by the Village for investigation by the Village's Police Department before towing to the storage site, the vehicle owner if appropriate shall be required to pay the full amount for only the initial tow. For any additional tows required, the vehicle owner may be billed 1/2 the amount of a base tow. In instances such as the recovery of a stolen auto requiring evidence work where there is doubt as to whether a vehicle owner should be billed, the Contractor will check with the Police Chief or the Chief's designee to ascertain if a bill should be sent to the vehicle owner.

Vehicles impounded as evidence or requiring special handling such as for fingerprinting, photographing, or searches, shall not be removed or inspected by any person unless authorized to do so by the Chief of Police or the Chief's designee. These vehicles shall be kept in a secure enclosure until released to their owners or other legal disposition is made. The towing company shall not allow anyone to photograph, examine or remove articles from such an impounded vehicle without the express permission of the Chief of Police or the Chief's designee. Vehicles impounded by the Village's Police Department will be held by the Contractor a maximum of thirty (30) days. Thereafter, the Department will arrange for any vehicle remaining on a "hold" status to be moved to a different location provided the Contractor has notified the Chief of Police or the Chief's designee that the end of a thirty day period is approaching.

Any vehicle which is on "hold" status as indicated on the Police Department's Tow Sheet for a vehicle seizure, evidence or any other non-traffic criminal offense until 24 hours after its

release, will not have storage fees charged to its owner. Owners or responsible party of a vehicle which has been placed on a “hold” status for criminal traffic violations are responsible for all storage charges 24 hours after a vehicle has been towed.

No service or repair of any kind shall be performed on any impounded vehicle of the Village’s Police Department. Further, no contract or order for service or repairs shall be entered into with the owner or his agent until such vehicle has been released by the Chief of Police or the Chief’s designee.

Property which is not a component part of a vehicle such as a briefcase, stereo faceplate, etc. carried on or within a vehicle ordered towed or stored by the Village’s Police Department shall not be seized or held as security for services performed as set forth in 625 ILCS 5/4-203. Such property shall be released to the owner, or to another person set forth in 625 ILCS 5/4-203 with proof of the owner’s authorization to do so, upon proof of identity and ownership. Additionally, any personal property belonging to a person other than the vehicle owner may be returned if that person provides adequate proof that the personal property belongs to that person. Property which is a component part of the vehicle such as a license plate, tire, etc. does not have to be returned to the vehicle owner until the Contractor has been compensated for its services or the owner signs over the title to the Contractor. No personal property shall be released to the owner or designee of a vehicle that has been impounded as evidence while the vehicle remains on an active “hold” status.

In case of an error by the Village’s Police Department in towing a vehicle or when other extenuating circumstances exist, the Contractor will cancel all charges to the vehicle owner at the request of the Village’s Police Department.

Disposition of unclaimed vehicles shall be made pursuant to 625 ILCS 5/4-201 through 4-214 of the Illinois Vehicle Code and the Contractor shall maintain all appropriate records as specified by these statutes. The Contractor shall provide the Village’s Police Department with an inventory and status report of all police related towed vehicles still in the custody of the Contractor at the end of each month on or before the tenth day of the following month.

Within the first 10 ten days of every month, the Contractor shall provide to the Chief of Police or the Chief’s designee a list of vehicles which are on active “hold” status by the Village’s Police Department. When a vehicle is released from “hold” status the Contractor shall notify the owner of the vehicle that the hold on the vehicle has been released. Provided a vehicle has been stored longer than a 24-hour period, daily storage charges may begin once a vehicle has been released from its hold status.

VIII. REQUIREMENTS

- A. Except for the charges noted by the Contractor in its proposal and agreed to by the Village, **NO** other charges will be billed to any party to whom the Contractor provides its services.
- B. The existence of an Agreement between the Village and the Contractor does not exempt any Contractors' employee from any state, county or municipal law or ordinances.
- C. Monday through Friday during normal business hours, the Contractor shall arrive at the scene of a requested tow(s) with the proper equipment within fifteen (15) minutes after notification to the Contractor has been made. On weekends and after normal working hours, the Contractor will arrive at the scene of a tow within twenty (20) minutes after notification to the Contractor has been made. The Contractor shall provide his personnel with all necessary communications equipment to maintain the required response time.
- D. The Contractor shall provide a secure storage lot, completely enclosed by a fence with a minimum height of six (6) feet. The storage lot will be located within two (2) miles of the Village limits. Security lighting sufficient to illuminate the storage lot shall be in operation during all hours of darkness. The storage lot shall be kept locked at all times other than when access can be and is adequately controlled by on-site employees of either the Contractor or employees of the property owner where the storage facility is located.
- E. The Contractor shall provide space for at least ten (10) vehicles inside a building protected from the elements and secured against unauthorized access.
- F. The Contractor shall have current experience as a towing agency for a municipal police department or other relevant experience. The Contractor shall immediately provide the Village's Police Department with the names of any police agencies it provides towing services and the names of a contact person at those agencies. The Contractor shall specify the time period(s) it has provided towing services for said agencies.
- G. The Contractor immediately shall provide the Village's Police Department with the following information for each tow truck operator employed on the date when the Agreement is effective, and any operator hired during the term of the Agreement:
 - 1. Name (including middle initial);
 - 2. Home address;
 - 3. Sex and race;
 - 4. Date of Birth; and
 - 5. Driver's license number, state and classification.

No tow truck operator is allowed to perform Village Police Department directed services until he/she has been approved by the Department.

- H. The Contractor shall equip its tow truck operators with written notices containing their fee structure/s and all acceptable methods of payment which at the time of the tow or service, will be provided to the owner or driver of the vehicle. Acceptable methods of payment are defined **as cash, major credit card (Visa and Master Card will be accepted at a minimum), or personal check with the approval of the company owner or office manager.** A sign disclosing the fee structure for services requested by the Village's Police Department and all acceptable methods of payment shall be posted prominently in the main office of the Contractor. Copies of the written notice provided to the tow truck operators and of the sign within the office of the Contractor, shall be provided by the Contractor to the Chief of Police or the Chief's designee within (3) days after the Towing Services Agreement attached hereto is signed by both the Village and the Contractor. The Contractor will ensure its drivers have the availability of completing a credit card transaction at the scene of a service request.
- I. The Contractor shall maintain a separate tow log or other acceptable record keeping system for the Village's Police Department that will include the following information:
1. Time, date, location of tow (from and to) hold information if applicable, officer authorizing the tow and police report or incident number.
 2. Make, model, vehicle registration and vehicle identification number of the towed vehicle.
 3. Itemized billing of initial service charges, special charges, storage charges and vehicle repair charges if any.
 4. Signed release form completed by the person claiming a vehicle.
 5. Mechanism (customer complaint form) approved by the Chief of Police or designee for a vehicle owner to report complaints about charges, additional vehicle charges, additional vehicle damage, lost or stolen items or other related problems. Completed forms shall be forwarded to the Chief of Police or the Chief's designee as soon as possible after a complaint has been filed with the Contractor.

Items 1 and 2 above shall be maintained in a separate logbook. **All** police related records will be open at any time for inspection by the Chief of Police or the Chief's designee. Within the first ten (10) days of every month, the Contractor will provide to the Chief of Police or the Chief's designee copies of every invoice PAID by any party from previous month as a result of providing services at the request of the Village's Police Department.

- J. The Contractor is responsible for notifying the owner and/or applicable insurance agent or insurance company for removal of a vehicle which has been towed to the storage lot of the Contractor because of a traffic collision. If after thirty (30) days the Contractor has been unable to notify the owner and/or insurance agent, the Contractor if the storage lot is located within the Village will notify the Village's Police Department to begin proceedings to process the vehicle as an unclaimed/abandoned auto.
- K. The Contractor immediately shall report to the Village's Police Department any acts of theft, vandalism or attempts of same to any vehicle towed as authorized by the Village's Police Department. If the offense occurs within the Village the requirement shall be met by filing an incident report with the Police Department. If the offense occurs outside the Village, such report shall be in writing and contain the date and time of the offense, a complete description of items stolen or damage incurred, a complete description of the car including make, model, year, license plate number, vehicle identification number (VIN) and owners information. Additionally, the Village's Police Department's original report and incident numbers under which the tow was authorized and the name of the police agency with which the report is being filed will be provided.
- L. Fingerprinting
Each owner of the Contractor and each person operating a vehicle on behalf of the Contractor shall submit his or her fingerprints to the Department of State Police in the form and manner prescribed by the Department of State Police. These fingerprints should be transmitted through a live scan fingerprint vendor licensed by the Department of Financial and Professional Regulation. These fingerprints shall be checked against the fingerprint records now and hereafter filed in the Department of State Police and Federal Bureau of Investigation criminal history records databases. The Department of State Police shall charge a fee for conducting the criminal history record check, which shall be deposited in the State Police Services Fund and shall not exceed the actual cost of the State and national criminal history record check. The Department of State Police shall furnish, pursuant to positive identification, all Illinois conviction information and national criminal history record information to the law enforcement agency maintaining the tow rotation list. A person may not own a towing service or operate a vehicle on behalf of the Contractor included on a tow rotation list if that person has been convicted during the 5 years preceding the application of a criminal offense involving one or more of the following:
1. Bodily injury or attempt to inflict bodily injury to another person;
 2. Theft of property or attempted theft of property; or
 3. Sexual Assault or Attempted Sexual Assault of any kind;

M. Proper DL Classification

Each person operating a vehicle on behalf of the Contractor must be classified for the type of towing operation he or she shall be performing and vehicle he or she shall be operating and must submit proof of classification to the Village.

N. Traffic Incident Management Training

Every person operating a towing or recovery vehicle on behalf of the Contractor must have completed a Traffic Incident Management Training Program approved by the Department of Transportation

O. ICC Authority

The Contractor must hold a valid authority issued to it by the Illinois Commerce Commission.

P. Valid Vehicle Registrations

The Contractor must have valid vehicle registrations and utilize only vehicles that possess a valid vehicle registration, display a valid Illinois license plate pursuant to 625 ILCS 5/5-202 of the Illinois Vehicle Code and comply with the weight requirements of this Illinois Vehicle Code.

Q. Secure Storage Lot

The Contractor shall provide a secure storage lot, completely enclosed by a fence with a minimum height of six (6) feet. The storage lot shall be located not more than seven (7) miles from the Village's Police Department, 123 Madison Street, Oak Park, Illinois 60302. A storage lot within the corporate limits of the Village is preferred. It is desired (but not mandated) that security lighting sufficient to illuminate the storage lot be in operation during all hours of darkness. Security lighting may be required for future years of the contract 24 hours/day or with a motion sensor after dusk. The storage lot shall be kept locked at all times other than when access can be and is adequately controlled by on-site employees of either the Contractor or employees of the property owner where the storage facility is located. A photo(s) of the storage lot should be included in the proposal.

R. Inside Storage

The Contractor shall provide space for at least ten (10) vehicles inside a building protected from the elements and secured against unauthorized access for Village tows.

S. Employee Information

The Contractor shall provide the Village's Police Department with the following information for each currently-employed operator within three (3) days of the effective

date of the Towing Services Agreement attached hereto and for any thereafter-employed operators within three (3) days of their hiring:

1. Name (Including middle initial);
2. Home Address;
3. Sex;
4. Date of Birth; and
5. Driver's license number, state and classification.

No tow truck operator shall be allowed to perform Village Police Department directed services until he/she has been approved by the Department. This includes any tow truck operators and tow companies used by the primary towing Contractor to perform backup services.

T. Tow Log

The Contractor shall maintain a separate tow log or other acceptable record keeping system for the Village's Police Department that shall include the following information:

1. Time, date, location of tow (from & to), hold information if applicable, name and badge number of officer authorizing the tow and police report or incident number.
2. Make, model, vehicle registration and vehicle identification number of the towed vehicle.
3. Itemized billing of initial service charges, special charges, storage charges and vehicle repair charges, if any.
4. Signed release form completed by the person claiming a vehicle.
5. Mechanism (customer complaint form) approved by the Chief of Police or the Chief's designee for a vehicle owner to report complaints about charges, additional vehicle charges, additional vehicle damage, lost or stolen items or other related problems. Completed forms shall be forwarded to the Chief of Police or the Chief's designee as soon as possible after a complaint has been filed with Contractor.

Items 1 and 2 above shall be maintained in a separate logbook. All police-related records shall be open at any time for inspection by the Chief of Police or the Chief's designee. Within the first ten (10) days of every month, the Contractor shall provide to the Police Chief or the Chief's designee copies of every invoice PAID by any party from previous month as a result of providing services at the request of the Village's Police Department.

U. Notifying the Owner/Insurance Agent

The Contractor is responsible for notifying the owner and/or insurance agent, in writing, for removal of a vehicle which has been towed to the storage lot of Contractor because

of a police-directed tow within 48 hours of the tow, using the name and address shown on the Secretary of State's records. If after thirty 30 days the Contractor has been unable to notify the owner and/or applicable insurance agent or insurance company, the Contractor, if the storage lot is located within the Village, it will notify the Village's Police Department to begin proceedings to process the vehicle as an unclaimed/abandoned auto. The Police Department will review the documentation and ensure proper protocol was followed.

V. Reporting Acts of Theft/Vandalism

The Contractor shall immediately report to the Village's Police Department any acts of theft, vandalism or attempts of same to any vehicle towed as authorized by the Village's Police Department. If the offense occurs within the Village, the requirement shall be met by filing an incident report with the Police Department. If the offense occurs outside the Village, such report shall be in writing and contain the date and time of the offense, a complete description of items stolen or damage incurred, a complete description of the car including make, model, year, license plate number, vehicle identification number (VIN) and owners information. Additionally, the Village's Police Department's original report and incident numbers under which the tow was authorized and the name of the police agency with which the report is being filed shall be provided.

W. Notification of Operational Changes

Contractor shall immediately notify the Village's Police Department of any operational changes, e.g., new equipment, changes in location of storage lots, new tow truck operators, etc. Failure to notify the Village's Police Department may result in suspension of the use of the Contractor's services until inspections ensuring compliance with these specifications are conducted.

X. Heavy Wrecker Towing Vehicles

The Contractor shall ensure that if an agreement exists (as evidenced by inclusion in the Towing Services Agreement attached hereto), with another named towing contractor to provide heavy wrecker towing related services to the Village, all towing equipment belonging to the other agency bears the name, telephone number and town of the primary Contractor. This may be done by the use of magnetic signs, which shall be displayed while services to the Village's Police Department are being provided. Failure of another towing agency to display such signs may result in the Village's Police Department prohibiting the continued use of the other contractor's services.

Y. Incident Report Numbers

The Contractor shall ensure that its employees obtain either a traffic collision number, incident report number or CAD incident number from any officer at any scene and include it on its invoice. The Contractor further shall ensure that its employees routinely pick-up Contractor's copies of tow slips at the Department.

Z. Junking Requests

The Contractor, before forwarding to the Department a request for the junking or auctioning of a vehicle, shall ensure that the Department tow slip is attached or the correct report number is included in the packet.

AA. Registration with the Village

The Contractor shall annually obtain a business license from the Village as required by the Oak Park Village Code.

5. DETAILED RESPONSE SPECIFICATIONS: All firms interested in providing towing services for the Village of Oak Park must provide detailed responses for each of the questions listed below. Be sure to indicate next to your response the question that is being answered. If the answer is contained within any attached marketing material, please indicate precisely where the response to the particular question is located.

- A. A brief description and history of the firm.
- B. A list of all current municipal/public entity/government clients within the State of Illinois. Please include a reference contact name for each client and their phone number.
- C. Education, experience, expertise and certifications of the firm
- D. Price Proposal: Contractors shall provide an itemized list of available services and associated prices to fulfill the scope of services outlined in this RFP.
- E. References: The Village will notify all references identified in the qualified Contractor's response.
 - 1) Provide a reference list including any municipal clients within the State of Illinois
 - 2) Provide evidence of the firm's experience in providing service for other unionized municipalities.
 - 3) List other accounts the firm has served and indicate whether the Village may independently contact such accounts for an appraisal of comparable services they have received from your firm
- F. Forms and Reports: Provide samples of all forms your facility uses to document services and how quickly reports will be available for the Village. Please provide samples of invoices, statements and any other accounting reports.

6. EVALUATION CRITERIA: Proposals shall provide a straight-forward, concise description of the Contractor's capabilities to satisfy the requirements of this RFP. During the evaluation process, the Selection Committee may, at its discretion, request any one or all Contractors to make oral presentations. Such presentations will provide Contractors with an opportunity to answer any questions the Selection Committee may have on a firm's proposal. Not all Contractors may be asked to make such oral presentations. Award will be made to the contractor who represents the best overall quality and value to the Village and proposals will be evaluated with an emphasis on the following:

- A. Qualifications and experience providing towing services for government agencies with similar job classifications to the Village.
- B. Performance (quality and efficiency) providing towing services to government agencies.
- C. Service availability, ease of process, customer service and convenience.
- D. Proven systems in place for timely communication and follow-up.
- E. Price.
- F. References.

7. EVALUATION PROCESS: The Selection Committee will advance the recommended Contractor as set forth below.

- A. The Selection Committee will select the proposal which is most responsive to the Village's requirements and based on the demonstrated ability, appears to be best able to serve the Village.
- B. Award of the Contract must be approved by the Village's Board of Trustees.

8. AWARD OF CONTRACT

- A. Contract Term: The Village anticipates awarding an initial minimum contract for two years, after which the Village will have the right to renew for an additional one year period of time.
- B. Authorization: The selected Contractor shall enter into a Towing Services Agreement in substantially the form attached hereto, subject to the review and approval of the Village Attorney, authorized by the Village of Oak Park Board of Trustees, and executed by the Village Manager. The selected Contractor is advised that Village staff, other than the Village Manager, have no authority to sign agreements or modify existing agreements on behalf of the Village and that any such agreements are null and void.

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

- D. Contractor Personnel Assigned to the Village of Oak Park Account(s): The Village reserves the right to accept or reject any staff designated by the Contractor to manage the Village account(s). If no suitable replacement staff is provided, the Village reserves the right to terminate the contract.

- E. Subcontracting: The Contractor shall not assign or subcontract any portion of the services to be provided without the written approval of the Village. The Contractor assumes responsibility for performance of all subcontractors, whether or not authorized. In the event of a merger of a Contractor with another firm, the contract will be transferable to the successor firm only upon the approval of the Village President and Board of Trustees.

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9. PROPOSAL FORM

The undersigned proposes to furnish TOWING AND STORAGE SERVICE to the Village of Oak Park according to the attached specification, at the following prices for a two (2) year period from date of award:

The cost of the towing service will be charged to the owner of the vehicle towed at the following rates:

A. All tows pursuant to Village authority/ ordinance including, but not limited to: towing of vehicles that have been involved in accidents, booted vehicles, hazardous vehicles, vehicles parked on public or private property without consent, stolen vehicles, vehicles used in the commission of a crime, street- cleaning obstruction vehicles, tree-cutting obstruction vehicles, street or sewer maintenance obstruction vehicles, and tow-away y-zone obstruction vehicles. Rates for all such tows will include all labor, including, but not limited to, the use of floats, winches, or any other mechanism necessary to affect the tow. A tow exists at the time the wheels of the vehicle being towed are lifted from the ground by the tow truck.

\$ _____

B. Storage rate per day on automobile redeemed by owner (rate starts midnight of day towed)

\$ _____

C. Storage in excess of three Village of Oak Park vehicles

\$ _____

D. Schedule of towing of trucks:

i. 2-1/2 ton

\$ _____

ii. 5 ton

\$ _____

iii. Tractor (truck)

\$ _____

E. Hourly rate Village-owned vehicle tows and service calls

\$ _____

F. Hourly rate: tow trucks and driver emergency snow-towing service

\$ _____

G. Relocation of vehicles

\$ _____

Proposal Signature: _____

State of _____), County of _____)

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

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

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

Organization Name
(Seal - If Corporation)

By: _____ Dated: _____
Authorized Signature

Address

Telephone

E-mail

Subscribed and sworn to before me this
_____ day of _____, 2021.

Notary Public

10. COMPLIANCE AFFIDAVIT

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

1. I am the (title) _____ of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. The Proposing Firm is organized as indicated on Exhibit A to this Affidavit, entitled "Organization of Proposing Firm," which Exhibit is incorporated into this Affidavit as if fully set forth herein;
3. I have examined and carefully prepared this proposal based on the request and verified the facts contained in the proposal in detail before submitting it;
4. I authorize the Village of Oak Park to verify the Firm’s business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates¹ are barred from submitted a proposal 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. Neither the Proposing Firm nor its affiliates is barred from contracting with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the 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 contract and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the contract in civil action.
7. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
8. All statements made in this application are true and correct.

Signature: _____

Printed Name: _____

Name of Business: _____

Title: _____

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

Business

Address: _____
(Number, Street, Suite #) (City, State & Zip)

Telephone: _____ Fax: _____ Web Address: _____

Subscribed to and sworn before me this _____ day of _____, 2021.

- Notary Seal -

Notary Public

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

11. ORGANIZATION OF PROPOSING FIRM

(Complete Applicable Paragraph Below)

(a) Corporation: The Contractor is a corporation, operating under the legal name of _____ is organized and existing in good standing under the laws of the State of _____ and is authorized to conduct business in the State of Illinois. The full names of its officers are:

President _____

Secretary _____

Treasurer _____

The Name and Address of its Registered Agent is: _____
(Name)

(Number, Street, Suite #) (City, State & Zip)

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

(b) Partnership: The Contractor is a Partnership operating under the name:

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

Name Address Signature

Name Address Signature

Name Address Signature

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

If the partnership does business under an assumed name, the assumed name is _____ which is 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.*

(c) Sole Proprietorship: The Contractor is a sole proprietorship. 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.*

(d) Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: _____

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

Signature of Owner

Date: _____, 2021

12. VILLAGE OF OAK PARK EQUAL EMPLOYMENT OPPORTUNITY REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this proposal. For assistance in completing this form, contact the Finance Department at 708-358-5460. **An EEO-1 Report may be submitted in lieu of this report**

1. Contractor Name: _____
2. Check here if your firm is:
 _____ MBE _____ WBE _____ DBE _____ None of the above
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 contract. Forms will be furnished to the lowest responsible bidder with the notice of contract award, and these forms must be completed and submitted to the Village before the execution of the contract by the Village.

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

Please fill out this form completely. **Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this proposal.** An incomplete form will disqualify your proposal. For assistance in completing this form, contact the Finance Department at 708-358-5460.

Job Categories	Total Employees	Total Males	Total Females	Males					Females					Total Minorities
				Black	Hispanic	Indian & Alaskan	Asian & Pacific Islander	Black	Hispanic	Indian & Alaskan	Asian & Pacific Islander			
Officials & Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Semi-Skilled														
Laborers														
Service Workers														
TOTAL														
Management														
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,
(Name of Person Making Affidavit)

deposes and says that he/she is _____ (Position/Job Title) 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 _____, 2021.

- Notary Seal -

Notary Public

END OF PROPOSAL



TOWING SERVICES AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 2021, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and _____, a _____ (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Village intends to have towing services (hereinafter referred to as "Services") performed by the Contractor to, pursuant to the Village's Request for Proposals dated _____ (hereinafter referred to as "RFP"), attached hereto and incorporated herein by reference; and

WHEREAS, the Contractor submitted a Proposal to perform the Services, attached hereto and incorporated herein by reference (hereinafter referred to as "Proposal"); and

WHEREAS, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly perform the Services; and

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

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

1. RECITAL INCORPORATED.

The above recital is incorporated herein as though fully set forth.

2. SERVICES OF THE CONTRACTOR.

2.1. The Contractor shall perform the Services after written authorization to proceed by the Village pursuant to the Village's RFP and the Contractor's Proposal. The Village shall approve the use of subcontractors by the Contractor to perform any of the services that are the subject of this Agreement.

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

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

2.4. Village Authorized Representative. The Village's Police Chief or the Police Chief's designee shall be deemed the Village's authorized representative, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. 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 18 of this Agreement.

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

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

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Contractor for the services as set forth in the Village's RFP and the Contractor's Proposal. Any payments due to the Contractor shall be paid

installments not more frequently than once each month (“Progress Payments”). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Contractor. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

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

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

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

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled

to apply any money withheld or any other money due the Contractor under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Contractor under this Agreement.

4. TERM AND TERMINATION.

4.1. This Agreement shall take effect upon the Effective Date as defined herein and shall expire two (2) after the Effective Date. The Village shall have the right to renew this Agreement for an additional one (1) year period.

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

4.3. If this Agreement is terminated by either party, the Contractor shall be paid for Services performed to the effective date of termination, including reimbursable expenses.

5. INDEMNIFICATION.

5.1. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, officials, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including, but not limited to, reasonable attorney's fees and court costs (hereinafter referred to as "Claims") which may accrue against the Village, its officers, officials, agents, employees and volunteers to the extent arising out of the negligent performance of the work by the Contractor, its employees, or subcontractors, except for the negligence of the Village, its officers, officials, agents, employees, or volunteers.

6. INSURANCE.

6.1. The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. The Contractor shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, which ever date is reached first. All insurance policies shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision (or reasonable equivalent) shall also be stated on each Certificate of

Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Contractor shall require any of its subcontractors to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village, its officials, agents, employees, or volunteers as set forth in this Agreement.

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

(A) **Commercial General Liability:**

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

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

(B) **Workers' Compensation:**

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under workers' compensation insurance, 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. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits:

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

- i. Limits:

Each Occurrence/Aggregate	\$5,000,000.00
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- (E) **Garage Keepers' Liability:**
 - i. Limits:

Combined Single Limit	\$1,000,000.00
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- (F) The Village, its officers, officials, agents, employees and volunteers shall be named as an additional insured on all insurance policies identified herein except workers' compensation and professional liability. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, agents, employees, and volunteers.

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

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

7. SUCCESSORS AND ASSIGNS.

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

8. FORCE MAJEURE.

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

9. AMENDMENTS AND MODIFICATIONS.

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

10. STANDARD OF CARE.

10.1. Contractor shall endeavor to perform the Services with the same skill and judgment which can be reasonably expected from similarly situated firms or entities performing similar or like services.

10.2. 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.

10.3. The Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

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

11. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.

11.1. Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the services

to be provided pursuant to this Agreement (“Documents”) shall be and remain the property of the Village upon completion of the project and payment to the Contractor all amounts then due under this Agreement. At the Village’s request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Contractor shall have the right to retain copies of the Documents for its files. The Contractor shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

11.2. The Contractor’s Documents and records pursuant to this Agreement shall be maintained and made available during performance of Project services under this Agreement and for three (3) years after completion of the Project. The Contractor shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to the Contractor not to dispose of or destroy said Documents and to require Contractor to deliver same to the Village, at the Village’s expense. The Contractor and any subcontractors shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Contractor agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Contractor shall make the Documents available for the Village’s review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

11.3. The Contractor shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) (“FOIA”) request within five (5) business days after the Village issues notice of such request to Contractor. The Contractor shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. The Contractor agrees to defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney’s and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Contractor’s actual or alleged violation of the FOIA,

or the Contractor's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Contractor shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor shall defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to the Village.

12. SAVINGS CLAUSE.

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

13. NON-WAIVER OF RIGHTS.

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

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

14. THE VILLAGE'S REMEDIES.

14.1. If it should appear at any time prior to any payment that the Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Contractor's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as

they come due (“Event of Default”), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (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:

14.1.1. 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 services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Contractor and the services into compliance with this Agreement;

14.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory services or part thereof and make an equitable reduction in the applicable payment;

14.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for services properly performed prior to termination;

14.1.4. The Village may withhold any progress payment or final payment from the Contractor, whether or not previously approved, or may recover from Contractor, any and all costs but not exceeding the amount of the Contract Price, including attorneys’ fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

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

15. NO COLLUSION.

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

Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

16. ENTIRE AGREEMENT.

16.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

17. GOVERNING LAW AND VENUE.

17.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

17.2 Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

18. NOTICE.

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

If to the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Fax: (708) 358-5101
Email: villagemanager@oak-park.us

If to the Contractor:

Fax:
Email:

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

18.3. Notice by facsimile or electronic transmission shall be effective as of date and time of facsimile or electronic 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 electronic notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

19. BINDING AUTHORITY.

19.1. The individuals executing this Agreement on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

20. HEADINGS AND TITLES.

20.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

21. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.

21.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

21.2. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

22. EFFECTIVE DATE.

22.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village manager for the Village of Oak Park executes this Agreement as set forth below.

23. AUTHORIZATIONS.

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

24. EQUAL OPPORTUNITY EMPLOYER.

24.1. The Consultant is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein as though fully set forth. The Consultant 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 Consultant shall comply with all requirements of Chapter 13 (“Human Rights”) of the Oak Park Village Code.

24.2. In the event of the Consultant’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 Consultant 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.

24.3. In all solicitations or advertisements for employees placed by it on its behalf, the Consultant 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.

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

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

VILLAGE OF OAK PARK

CONTRACTOR

By: Cara Pavlicek
Its: Village Manager

By:
Its:

Date: _____, 2021

Date: _____, 2021

ATTEST:

ATTEST:

By: Vicki Scaman
Its: Village Clerk

By:
Its:

Date: _____, 2021

Date: _____, 2021