
I
REQUEST FOR PROPOSALS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park
REQUEST FOR PROPOSALS
Voice over IP (VoIP) Cloud Hosted Telephone System
Date Issued: January 24, 2024
Proposal Due Date: February 16, 2024, 4:00 P.M. Central Time

The Village of Oak Park (“Village”) seeks proposals from qualified contractors to provide a comprehensive village-wide VoIP Phone System that delivers a flexible, manageable, secure, reliable, and scalable system to replace the Village's existing telephone system. The Village is seeking cloud hosted VoIP Phone System solution. The proposed solution must meet or exceed the Village's communication needs and security requirements.

I. REQUEST FOR PROPOSALS - INSTRUCTIONS

Proposals in response to this Request for Proposals are due on or before 4:00 p.m. (Chicago time), Friday, **February 16, 2024**. Proposals must be emailed in pdf format to itrfp@oak-park.us addressed to Tomas Kilikevicius, IT Operations Manager.

All proposals must be received by the specific time set forth above. Proposals received after the specified time will not be accepted. Proposals must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company.

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

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

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

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

II. BACKGROUND INFORMATION

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

III. AWARD OF CONTRACT

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

B. Authorization:

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

C. Termination for Non-appropriation of Funds

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

D. Subcontracting

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

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

F. All data and records prepared or obtained under this project shall be made available to the Village without restriction or limitation on their use. The Village shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all data,

information, materials and documents obtained, discovered and produced by the contractor. All reports, data, information, etc., prepared or assembled by the contractor shall not be made available to any individual or organization other than the Village of Oak Park.

IV. EXISTING SYSTEMS AND ENVIRONMENT

Village facilities consists of Village Hall building (includes Police Department), Public Works building, 3 Fire stations, 3 water pumping stations, 3 parking garages and 3 Police sub-stations. 12 of Village facilities are interconnected by redundant single mode 10G private fiber ring. The 2 Police sub-stations have their own internet connection provided by Comcast.

The Village's main internet connection point is located at Village Hall and is 1Gb symmetrical link provided by Granite Telecommunications. SIP trunks are provided by FirstComm. Internal network at all facilities have PoE+ switches with 1Gb links to each endpoint. As a separate project, the Village will be adding a secondary internet link at its Public Works Center building combining both with SD-WAN solution.

The Village's existing phone system was installed in 2014 and is a fully onsite Mitel system consisting of 3300MXe and 3300 CX gateways, NuPoint unified messaging, call accounting and contact center servers as follows:

- Approximately 275 regular seats using 5330e or 5340e desk phones;
- 40 SIP devices (Viking, Cyberdata, and Axis intercoms, Grandstream ATA devices);
- 3 Contact Centers with 5 agents each;
- 20 Auto-attendant department main lines;
- Oaisys call recording for Police Department non-emergency lines;
- FaxFinder FF840 fax server with 40 lines.

The Village has a total of 460 assignable DID's of which 312 are in use. Average annual call volume is about 100,000 at the Public Works Center and 200,000 at Village Hall.

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

V. PROPOSAL SUBMITTALS

The phone system and ongoing service should be scalable, accommodate seamless addition of services and management of users, telephone lines, and extensions as needed. It should also be built on modern technology standards and allow for future upgrades and integration with emerging communication technologies.

As a baseline for the new system's functionality, a vendor's proposal must include the items set forth below. If a vendor is unable to provide any of the required items, the vendor shall identify which items cannot be provided and why the vendor is unable to provide them. All features set forth below are minimum requirements. If a vendor's system offers additional functionality, please list those in a separate appendix to a vendor's proposal.

Please indicate the availability of the required features using the acronyms below:

Acronym	Description
Y	Yes. The proposed system currently meets this requirement and is included with the standard system at no additional cost.
AD	Add-On. The proposed system currently meets this requirement with an add-on module that is fully integrated. Provide the add-on cost in the comments section.
CS	Custom/3rd party. The proposed system does not include this requirement, but the feature can be added through customizable services or via 3 rd party solution. Provide explanation and the not-to-exceed cost in the comments section.
NA	Not-Available. This feature is not available and can't be provided.

Please provide responses for the items set forth in the tables below categorized by system/function:

Table 1: Basic Features and Functionality			
No.	Feature	Availability	Comments
1.	Complete replacement of existing phone and communication infrastructure with interconnectivity to all facilities.		
2.	Proposed system is hosted VoIP cloud solution		
3.	Village will keep all existing phone numbers		
4.	Complete system management through one secure cloud portal		
5.	Supports mobile phone integration		
6.	Includes soft phone app that will work on a mobile phone and desktop. Shall work on Windows, Mac, iOS, and Android platforms.		
7.	Integrates with existing SIP devices (Axon, Cyberdata, Grandstream)		
8.	Corporate Directory		

9.	Call Forward (internal or external) on Busy / No Answer / All Calls		
10.	Call Redirect		
11.	Call Hold / Release		
12.	Call Park / Pickup		
13.	Call Transfer		
14.	Call Recording on demand		
15.	Call Waiting		
16.	Caller ID Name		
17.	Caller ID Number		
18.	Conference Calling (Include maximum number of participants)		
19.	Music on hold		
20.	SIP Intercom integration		
21.	Multiple paging groups to desk phones		
22.	Hunt Groups		
23.	Distinct Ringing		
24.	Call number block/blacklisting		
25.	4-digit extension dialing		
26.	Custom Holiday Mode Greetings		
27.	Call Screening		

Table 2: Phone Station Requirements			
No.	Feature	Availability	Comments
1.	Provide 200 regular desk phones.		
2.	Provide 80 common/courtesy phones		
3.	Provide 10 conference phones		
4.	Provide 20 DECT headsets		
5.	Phones are VoIP/SIP (Voice over Internet Protocol/ Session Initiated Protocol) based.		
6.	Phone sets are powered by PoE (Power Over Ethernet).		
7.	Proposed phones have 1 GbE (Gigabit Ethernet) Pass-Through.		
8.	Proposed phones are multiple line capable (minimum 4 lines).		

9.	Proposed phones are compatible with Bluetooth headsets / handsets/ earphones.		
10	Proposed phones are headset compatible (standard 3.5mm).		
11	Voicemail Message Indicator		

Table 3: Phone Types and Descriptions

No.	Feature	Availability	Comments
1	Vendor will provide documentation and pricing for phone types available that includes basic phones, phones with advanced features, multiline phones for reception areas, courtesy phones, conference phones, soft phones.		
2	Vendor will provide documentation and pricing for conference room phone options.		
3	Vendor will provide documentation and pricing for accessories such as wired or wireless headsets and wireless handsets		
4.	Vendor will provide hardware warranty length and coverage for the items proposed.		
5.	Vendor will provide all equipment in new, unused condition with applicable manufacturer warranty		

Table 4: Voicemail Required Features

No.	Feature	Availability	Comments
1.	200 Personal regular mailboxes.		
2.	115 Virtual extension/ voicemail only mailboxes		
3.	Group mailboxes.		
4.	Ability to forward voicemails to emails as web link.		

5.	Ability to forward voicemails to emails as audio attachments.		
6.	Voicemail for users without an assigned phone.		
7.	Voicemail message easily set by the user from any location.		
8.	Ability to store multiple greetings/extended absence per mailbox.		
9.	(Optional) Ability to transcribe voicemails to emails.		

Table 5: Auto Attendant Required Features			
No.	Feature	Availability	Comments
1.	Includes open hours, closed hours and holiday modes.		
2.	Compatible with a contact center environment.		
3.	Includes on-hold music and messaging		
4.	Supports multiple pre-recorded messages		

Table 6: Contact Center Required Features			
No.	Feature	Availability	Comments
1.	3 Contact Centers with max 5 agents each		
2.	Ability to integrate with soft phone		
3.	Agent auto log-off with no answer		
4.	Customizable wrap-up timer		
5.	Live dashboard representing agent's status, call queue etc.		
6.	Agent level reporting		
7.	Virtual queue /automated callback		

8.	IVR (interactive voice response)		
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Table 6: Fax Required Features			
No.	Feature	Availability	Comments
1.	40 Fax lines		
2.	Support for email to fax		
3.	Support fax to email		
4.	Email to fax support for popular file types such as .doc, .docx, .pdf,		

Table 7: Softphone / Mobile App Required Features			
No.	Feature	Availability	Comments
1.	Configurable multiple line appearance		
2.	Ability to distinguish incoming line		

Table 8: Emergency Services Requirements			
No.	Feature	Availability	Comments
1.	24x7 Call recording on Police Non-Emergency lines		
2.	Recordings available for 90 Days		
3.	Recordings searchable by date/time/caller number		
4.	Recordings exportable in standard audio formats (.mp3)		
5.	Alert/Call/Text/email notification to several users when 911 is dialed from any extension		
6.	E-911 Registration for multiple locations (CESID)		
7.	Transfer calls to 911 with caller information		

Table 9: System Management Required Features			
No.	Feature	Availability	Comments
1.	System management security is role based		

2.	System management portal access is MFA capable		
3.	User provisioning and authentication integrates with Active Directory and/or Microsoft Azure AD		
4.	Automated notifications on overall system operational status changes		
5.	Administrator activity logging and auditing		

Table 9: System Reporting and Call Detail Reporting			
No.	Feature	Availability	Comments
1.	Ability to use one centralized call accounting system to track calls out of all locations.		
2.	Call accounting system is able to distinguish which phone originated the call regardless of the phone's physical location		
3.	Call accounting system is able to distinguish calls made from desk phones vs softphones/app		
4.	Call accounting system is able to track an outside call through its destination, including any internal transfers.		
5.	Call accounting system has prebuilt detailed reports on system utilization by date, time, extensions, etc.		
6.	Call accounting system is able to export Call Detail Reporting (CDR) records for external analysis.		
7.	Call accounting system ability to create custom reports		

8.	Call accounting system ability to schedule automated reports		
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The following additional information must be provided in a vendor’s proposal submitted to the Village:

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

List the number of years the vendor has been in business providing telephone systems services under present business name.

Provide a list of vendor’s successful completion of projects of similar scope and size, including the telephone number and e-mail of the appropriate contact person for each project listed. Minimum 3 references are required. Highlight any key team members directly involved in the project

- **System requirements match**
Submit answers to all the items in requirement tables in Section V of this proposal

If additional material is required for one or more questions, please label attachments clearly and reference them in your response. Responses received under this RFP that fail to address each of the sections, in adequate and complete details, will be deemed as nonresponsive and will not be considered for selection. Note that responses of "to be provided upon request" or "to be determined" or the like, or that do not otherwise provide the information requested (e.g., left blank) are not acceptable.

- **Project implementation approach and timeline**
Provide detailed plan to accomplish the transition from the old system to the new system with minimized disruption to staff. Provide tentative schedule for each project step.
- **Support and Service-Level Agreement**

Provide Service Level Agreement (SLA) terms sample. Include incident levels and response times, escalation structure. Provide available support options, self-service, help documentation etc.

- Itemized Equipment List and Cost/Fee Proposal
Provide itemized cost for any hardware items proposed including shipping,
- Itemized Service Cost/Fee Proposal.
Provide itemized cost for services, licenses and any proposed add-ons or optional items.
- Implementation costs
Provide itemized cost for overall system implementation such as hardware configuration and installation, environment setup, user provisioning, training etc.
- Itemized Maintenance/Support Costs/Fees.
Provide itemized cost for year 2 and 3 of ongoing licensing, maintenance and support.

SECTION VI
ORGANIZATION OF FIRM

Please fill out the applicable section:

A. Corporation:

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

President _____

Secretary _____

Treasurer _____

Registered Agent Name and Address: _____

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

B. Sole Proprietor:

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

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

C. Partnership:

The Contractor is a Partnership which operates under the name _____

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

Signature

Signature

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

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

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

Signature of Owner

[THIS SPACE LEFT INTENTIONALLY BLANK]

SECTION VII
COMPLIANCE AFFIDAVIT

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

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

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

Signature: _____

Name and address of Business: _____

Telephone _____ E-Mail _____

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

Notary Public

- Notary Public Seal -

[THIS SPACE LEFT INTENTIONALLY BLANK]

SECTION VIII
M/W/DBE STATUS AND EEO REPORT

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

1. Contractor Name: _____

2. Check here if your firm is:

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

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

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

_____ Number of full-time employees

_____ Number of part-time employees

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

Signature: _____

Date: _____

EEO REPORT

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

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

Contractor Name _____

Total Employees _____

Job Category	Total # of Empl.	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 and notarized report must accompany your Proposal. It should be attached to your Affidavit of Compliance. Failure to include it with your Proposal may disqualify you from consideration.

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

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

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

(Signature)

(Date)

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

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

REFERENCES:

1. Name of Entity _____

ADDRESS _____

CONTACT _____

**PHONE AND
EMAIL ADDRESS** _____

**WORK
PERFORMED** _____

2. Name of Entity _____

ADDRESS _____

CONTACT _____

**PHONE AND
EMAIL ADDRESS** _____

**WORK
PERFORMED**

3. Name of Entity

ADDRESS

CONTACT

**PHONE AND
EMAIL ADDRESS**

**WORK
PERFORMED**

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

1. Municipality

ADDRESS

CONTACT

PHONE AND
EMAIL ADDRESS

WORK
PERFORMED

2. Municipality

ADDRESS

CONTACT

PHONE AND
EMAIL ADDRESS

WORK
PERFORMED

X. RFP Procedure

Proposals:

Proposals must be received by **4:00pm Central Time on Friday, February 16, 2024**. Proposals received after that time are considered late and will not be accepted for evaluation. Late submissions will not be considered. Proposals must be submitted by electronic mail.

Please include "Phone System Proposal" in the subject line.

- E-mail: itrfp@oak-park.us

File attachments over 25MB in size may be rejected by email filtering system and should be sent in parts.

Schedule:

The Village anticipates the following general timeline for this RFP. The following dates are subject to change:

RFP Published	January 24, 2024
All Questions Due	February 2, 2024
Questions and Answers Published	February 7, 2024
Proposals Due	February 16, 2024 4 PM Central Time
Vendor demonstrations	February/March 2024
Award of Contract	March/April 2024

Questions:

All questions should be emailed to itrfp@oak-park.us

Answers to questions will be compiled and posted on the Village's website by 4:00 p.m. on February 7, 2024.



INDEPENDENT CONTRACTOR AGREEMENT

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

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

WHEREAS, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly complete the Project and the work required hereunder (hereinafter referred to as the “Work”); and

WHEREAS, Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

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

2. SCOPE OF WORK

Contractor shall perform the Project in accordance with its Proposal (“Contract Price”) for a price not to exceed \$_____ plus \$_____ contingency for unforeseen conditions for a total cost of \$_____ (“Contract Price”). The Contractor hereby represents and warrants that it has the skill and experience necessary to complete this project in a good and workmanlike manner. The Contractor further represents and warrants that the Project will be completed in a good and workmanlike manner in accordance with the Contract Documents, and that the Project will be free from defects.

3. DESIGNATED REPRESENTATIVES

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

The Village's Information Technology Director or the Director's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices, and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. The Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Contractor with written notice of such change which notice shall be sent in accordance with Section 13 of this Agreement.

4. TERM OF CONTRACT, CONTRACT RENEWAL

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

5. PAYMENT SCHEDULE

The Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) the Contractor's sworn statement;
- (ii) the Contractor's partial or final waiver of lien;
- (iii) any subcontractor's sworn statement(s); and

- (iv) any subcontractor's partial or final waiver of lien.

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

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

6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the Work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 13 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to Contractor pursuant to the provisions of Section 13 below. In such event, the Village shall pay to the Contractor all amounts due for the Work performed up to the date of termination.

7. DEFAULT/THE VILLAGE'S REMEDIES

If it should appear at any time prior to payment for the Work provided pursuant to this Contract that the Contractor has failed or refused to prosecute, is in default, or has delayed in the prosecution of, the Work to be provided pursuant to this Contract with diligence and at a rate that assures completion of the Work in full compliance with the requirements of this Contract, or has attempted to assign this Contract or the Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due (an "Event of Default"), and has failed to cure, or has not reasonably commenced to cure any such Event of Default within fifteen (15) business days after

the Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

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

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

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

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

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

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

8. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal, and/or other governmental unit or regulatory body now in effect during the performance of the Work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations, and rules with which the Contractor must comply: all forms of workers' compensation laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, any statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

9. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers, and agents from and against all claims, damages, losses, and expenses, including, but not limited to, legal fees (attorneys' and paralegals' fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's Work, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the Work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to indemnity which the Village would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village, its officers, officials, employees, volunteers, and agents against and from any and all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation, disability benefit, or employee benefit acts.

10. INSURANCE

The Contractor shall at the Contractor's expense secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. The Contractor shall furnish "Certificates of Insurance" to the Village before beginning the Work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days' prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail thirty (30) days' written notice to the certificate holder named to the left."

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

(A) **Commercial General Liability:**

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

- ii. Limits:

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

(B) Workers' Compensation:

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

(C) Comprehensive Automobile Liability:

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

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

- i. Limits:

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

(F) The Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor, shall in no way limit

the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents, and volunteers as herein provided. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents, and volunteers.

11. GUARANTY

The Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. The Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

The Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

12. AFFIDAVIT OR CERTIFICATE

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

13. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by email transmission to the persons and addresses indicated below or to such addresses and persons as either Party hereto shall notify the other Party of in writing pursuant to the provisions of this Section:

To the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302-4272
Email: villagemanager@oak-park.us

To Contractor:

Email: _____

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. Notice by email transmission shall be effective as of date and time of transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to

5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

14. AUTHORITY TO EXECUTE

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

15. EFFECTIVE DATE

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

16. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

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

17. 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. CONTRACT BOND

Before commencing the Work on the Project, the Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount of \$25,000 as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of the Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award, or within such extended period as the Village may grant if the

Contract Bond does not meet its approval, shall constitute a default and the Village may either award the Contract to the next lowest qualified bidder or re-advertise for bids. A charge against the Contractor may be made for the difference between the amount of the Contractor's Bid and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

19. GOVERNING LAW AND VENUE

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

20. AMENDMENTS AND MODIFICATIONS

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

21. NON-WAIVER OF RIGHTS

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

22. CONFLICT

In case of a conflict between any provision(s) of the Village's Request for 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.

23. HEADINGS AND TITLES

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

24. COOPERATION OF THE PARTIES

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

25. COUNTERPARTS, FACSIMILE, OR PDF/EMAIL SIGNATURES

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

26. CERTIFIED PAYROLL

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

27. LIVING WAGE/MINIMUM WAGE

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

28. EQUAL OPPORTUNITY EMPLOYER

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

The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, order of protection status, or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

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

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

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

29. STANDARD OF CARE

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

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

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

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

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

VILLAGE OF OAK PARK

[NAME OF CONTRACTOR]

By: Kevin J. Jackson
Its: Village Manager

By:
Its:

Date: _____, 2024

Date: _____, 2024

ATTEST

ATTEST

By: Christina M. Waters
Its: Village Clerk

By:
Its:

Date: _____, 2024

Date: _____, 2024