



**REQUEST FOR PROPOSAL
HOMEWOOD-FLOSSMOOR PARK DISTRICT**

SUPPLYING AND PLANTING OAK TREES

Irons Oaks

20000 Western Avenue, Olympia Fields, Illinois 60461

I. Introduction

The Homewood-Flossmoor Park District is seeking proposals for supplying and planting 2”+ caliper Oak Trees at Irons Oaks.

II. Site

Familiarity with the site is recommended.

III. General Conditions and Requirements

This request for proposal (RFP) is only an invitation to submit a proposal and does not commit the Park District in any way to enter into a contract for supplying or planting of oak trees. In addition, the RFP does not obligate the Park District to pay any costs incurred by any respondent in conjunction with the preparation of a response to this request.

The following provisions, without limitation, apply:

- A) Contractor will submit an invoice for payment which will be paid according to the Park District’s established payment procedure.
- B) The Contractor shall at all times observe and comply with all Federal, State, and Local laws, regulations and ordinances which in any manner affect the conduct of the work, including, but not limited to the following: (a) the Drug Free Workplace Act (30 ILCS 580/1 et seq.); (b) the Illinois Human Rights Act (775 ILCS 5-101 et seq.), including APPENDIX A Equal Employment Opportunity Clause (44 Ill. Adm.Code 750. App. A) copy attached; and will have in place a no-harassment policy pursuant to said Act; (c) the Homewood-Flossmoor Park District Ethics Ordinance #466; (d) the United States Equal Employment Opportunity Act. Any complaint, claim or action brought against the Contractor for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the Owner liability and the Contractor shall indemnify and hold harmless the Owner from any and all such complaints, claims, or actions All workmanship and materials shall conform and comply with the requirements of the building ordinances and rules and regulations of all departments and bureaus of the county, city and state having lawful jurisdiction.
- C) The Contractor shall require all of its subcontractors to comply with the requirements of the preceding paragraph, which shall be incorporated in each and every subcontract for all or any portion of the work. ILLINOIS WORKERS: The Contractor shall comply with all requirements of 30 ILCS 570/1 et. seq., with reference to Employment of Illinois Workers on Public Works Project Act. The Contractor shall submit a certificate as required by the Illinois Criminal Code, 720 ILCS 5/33E, et seq. “SUBSTANCE ABUSE PREVENTION: the Contractor shall comply with the Substance Abuse Prevention on Public Works Act (820 ILCS 265, et. Seq.).

- D) Documents submitted in response to the RFP become the exclusive property of the Park District and are accordingly considered public records under the Freedom of Information Act. The Act specifically exempts proposals until a final award is made.
- E) The Park District expressly reserves the right at any time and from time to time, for its own convenience, and without notice to do any or all of the following:
- Waive or correct any defect or technical error in any response, proposal, or proposal procedure, as part of the RFP or any subsequent negotiation process.
 - Reject any and all proposals, with or without cause, and without obligation to indicate any reason for such rejection.
 - Modify the selection procedure, the scope of the proposed license, minimum requirements, or the required responses.
 - Negotiate with any, all, or none of the respondents to the RFP.
 - Must comply with all American with Disabilities regulations.

IV. Qualifications

The selected firm will demonstrate a proven record in providing comparable services.

- A) Provide five (5) acceptable references. List your experiences dealing with similar service.
- B) Insurance Requirements for Contractors – Attention is directed to the insurance requirements below. It is highly recommended that companies confer with their respective insurance carriers or brokers to determine in advance of proposal submission, the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low proposal fails to comply strictly with the insurance requirements, that proposal may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with services, products and materials supplied to the Park District. The cost of such insurance shall be borne by the Contractor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and include products coverage.

Minimum Types and Limits of Insurance

Commercial General Liability

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, contractual liability, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply

separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

If the Contractor maintains higher limits than the minimums shown above, the Park District requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Park District.

Cyber Liability

Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to Park District and for claims involving any professional services for which Contractor is engaged with Park District for such length of time as necessary to cover any and all claims

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Park District. At the option of the Park District, either: the Contractor shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Park District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Park District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Park District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Park District.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Park District.

Verification of Coverage

Contractor shall furnish the Park District with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Park District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Park District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

Contractor hereby grants to Park District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Park District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Park District has received a waiver of subrogation endorsement from the insurer

Special Risks or Circumstances

Park District reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Indemnification

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising out of or resulting from Contractor's activities, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, irrespective as to whether it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Park District, 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 Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

Contractor shall show proof that it has all required state and local licenses to provide the services set forth in this RFP.

V. Response to the Request

Questions concerning this request must be directed to Cheryl Vargo, Manager of Irons Oaks, 708-481-2330 or cvargo@hfparks.com.

Interested companies must respond to this request no later than **Monday, April 8, 2019 at 10:00 a.m.**

Proposals should be submitted by email to cvargo@hfparks.com, by fax to 708-957-8574, or by mail to:

Cheryl Vargo
Homewood-Flossmoor Park District
3301 Flossmoor Road
Flossmoor, IL 60422

SCOPE OF WORK

Work to be completed by May 31, 2019.

GENERAL REQUIREMENTS

1. LAYOUT OF WORK

Together with the contractor, the owner shall mark the limits of the site. Locations for planting trees will be flagged before planting is to begin. It shall be the responsibility of the contractor to verify all existing conditions and dimensions. Cooperate with the owner in keeping the facility in operation. Repair any damage to the facility, turf or landscaping resulting from the performance of work under contract.

2. QUALITY OF MATERIALS

All natural materials specified are to be Illinois native, local genotype, healthy and free of disease. Trees are to be single stem (trunk) and a minimum of 2" caliper and maximum of 3" caliper. Where the product and material of a particular manufacturer is specified, it is intended that the proposal be submitted by the Contractor include that particular product or material.

3. ELECTRICAL POWER AND STORAGE

Owner shall furnish electrical power and water if required. Owner will allow for reasonable product and equipment storage if needed.

4. PROTECTION OF THE PUBLIC

The Contractor shall erect temporary barricades to the extent required by the Owner for the protection of the public and environment. Irons Oaks shall remain all open to the public during their regular business hours.

5. PROTECTION OF THE WORK

It is the responsibility of the Contractor to adequately protect his work from vandalism, weather and accidents of damage until the work is accepted by the owner.

6. PROTECTION OF PROPERTY AND CLEAN-UP

All work, completed or otherwise, shall be properly protected at all times. Contractor shall follow all accepted methods of safety practice and provide all fences, barricades, etc. as may needed to protect life and property and as may be required by authorities having jurisdiction over this work. He shall repair at his own cost any damages to the premises or adjacent work caused by his operation.

7. GUARANTEE

The contractor shall guarantee all workmanship and materials for a period of one (1) year, save normal wear and tear.

Joint Committee on Administrative Rules
ADMINISTRATIVE CODE

**TITLE 44: GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY
MANAGEMENT**

SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES

CHAPTER X: DEPARTMENT OF HUMAN RIGHTS

PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES

SECTION 750.APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Section 750.APPENDIX A Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the

contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

- 5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)