



REQUEST FOR PROPOSAL HOMEWOOD-FLOSSMOOR PARK DISTRICT

Replace 10-ton Roof Top HVAC Unit with a New 12.5-ton Unit

**Coyote Run Golf Course
800 Kedzie Ave
Flossmoor, IL 60422**

The Homewood-Flossmoor Park District is accepting proposals for replacement of a current 10-ton roof top HVAC unit with a new 12.5 ton roof top unit. Proposals must be submitted in a sealed, opaque envelope, marked "HVAC Proposal-Coyote Run Golf Course" and will be received until 10:00 a.m., on November 13, 2019 at the following address:

Tom Denklau, General Manager at Coyote Run
Homewood-Flossmoor Park District
3301 Flossmoor Road
Flossmoor, IL 60422
708-957-8700 phone
708-957-8574 fax
tdenklaughfhparks.com

Specifications and Contract Documents may be obtained beginning October 24, 2019, at the above address, Monday - Friday, 9:00 a.m. – 5:00 p.m., or in PDF format at the Park District's website: www.hfparks.com.

The work of this Project is subject to the Illinois *Prevailing Wage Act*, 820 ILCS 130/0.01 *et seq.* A prevailing wage determination has been made by the Illinois Department of Labor for public works projects in Cook County. The Contract entered into for the work will be drawn in compliance with said law and proposals should be prepared accordingly and provide for payment of all laborers, workmen, and mechanics needed to perform the work at no less than the prevailing rate of wages (or the prevailing rate for legal holiday and overtime work) for each craft, type of worker, or mechanic.

The Contractor selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders including but not limited to those pertaining to equal employment opportunity.

REQUEST FOR PROPOSAL

Replace 10-ton Roof Top HVAC Unit with a New 12.5-ton Unit

Coyote Run Golf Course
800 Kedzie Ave
Flossmoor, IL 60422

I. Introduction

The Homewood-Flossmoor Park District (the "Park District") is seeking proposals for replacement of a current 10-ton roof top HVAC unit with a new 12.5 ton roof top unit. Unit should be Carrier STD EFF Med Gas Heat 12.5 Ton Cooling 208/230V 3Q.

This 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 purchasing and installing the HVAC Unit. 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.

For purposes of this RFP, the word "Proposer" shall mean the party submitting the Proposal in response to this RFP and "Contractor" shall mean the party entering the contract for the performance of the work covered by the written Specifications (the "Contract"), and his/her legal representatives or authorized agents.

For any questions regarding this RFP, please contact Tom Denklau, General Manager at Coyote Run at tdenklau@hfparks.com or 708-957-8700.

II. Project Description/Locations

The Project includes disconnecting and removing old roof top unit from jobsite, providing and installing new roof top unit to existing ductwork, reconnecting power and gas piping, providing start-up and checking operation. Work will be performed at the Park District's Coyote Run Golf Course, 800 Kedzie Ave, Flossmoor, IL 60422.

III. Proposal Form and Submission Requirements

- A. Each proposal shall be made on the "Proposal Form" furnished by the District and included in this RFP.
- B. The Proposal Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Proposal Form provided could result in rejection of the proposal. The proposal shall bear the legal name of the business organization. The signatures shall be in longhand and executed by a duly authorized official of the Proposer's organization and the name of the official and title shall be typed below the signature. Erasures, interlineations, corrections, or other changes on the Proposal Form shall be explained or noted over the signature of the Proposer. No proposal submitted with deviations or reservations from the full Contract called for will be considered.

- C. Proposers' prices are to include the cost of all services; including the cost of all equipment, supplies, tools, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the services. Proposals shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the services. An exemption certificate will be furnished by the Park District upon request of the Proposer.
- D. Proposers must acknowledge all Addenda received in the spaces provided on the Proposal Form. By submitting a proposal, Proposer indicates that all considerations issued by Addendum are incorporated in the proposal.
- E. Attached to the Proposal Form will be one or more certifications regarding the Proposer's compliance with applicable laws. **Failure of a Proposer to complete/submit a required certification shall be the basis for immediate rejection of that Proposer's proposal.** The certification of the successful Proposer shall become a part of the Contract with the Park District.
- F. The proposals shall be sealed in an opaque envelope, marked: "HVAC Proposal – Coyote Run Golf Course", the proposal submission deadline, and addressed to the following:
- Tom Denklaue, General Manager at Coyote Run
Homewood-Flossmoor Park District
3301 Flossmoor Road
Flossmoor, IL 60422
708-957-8700 phone
708-957-8574 fax
tdenklaue@hfparks.com
- G. Proposals shall be delivered or mailed in time for delivery to the foregoing address no later than November 13, 2019 at 10:00 a.m. Oral proposals or oral modifications to proposals will not be considered. It is the sole responsibility of the Proposer to see that his proposal is received in proper time. **No faxed or e-mail proposal or modification of a proposal will be considered.**
- H. Any Proposer may modify his proposal by written notice (signed by the Proposer) at any time prior to the scheduled closing time for receipt of proposals, provided that such written notice is received by the District prior to the closing time. Modifications of proposal submittals sent by facsimile will not be permitted.

IV. Requirements of Proposers

- A. Proposers must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing services similar in kind and scope to the services required by this RFP; and 2) are able to show that they have adequate laborers and materials to successfully complete the services as indicated this RFP and within the time required by the RFP. The Park District reserves the right to set aside a

proposal from a contractor who, in the Park District's opinion, does not exhibit past experience equal to the size and scope of this Project. The successful Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

- B. On the reference form provided herein, list at least five (5) projects your organization has completed in the past three (3) years, which are comparable in scope and size, giving the name of the project, project description, project address, owner and telephone number.
- C. All proposals must include a completed **Proposal Form, Contractor's Certifications and Contractor's References** which are provided herein. **Failure of a Proposer to complete/submit these documents shall be the basis for immediate rejection of that Proposer's proposal.**

V. Examination of Contract Documents

- A. Proposer shall thoroughly examine and be familiar with all of the RFP documents including, but not limited to, the specifications (the "Contract Documents"). Any errors, omissions or ambiguities in the specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a proposal.
- B. The failure or omission of any Proposer to obtain, receive or examine any form, instrument, or information, or to seek needed clarification shall in no way relieve any Proposer from any obligations with respect to his proposal. By submitting a proposal, the Proposer agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the Contract Documents, has obtained all needed clarifications and where the RFP documents indicate in any part of the services, that a given result be produced, that the RFP documents are adequate and the required result can be produced as indicated in the specifications. Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

VI. Addenda

- A. Any interpretation, correction to, or addition to the RFP documents will be made by written Addendum and will be delivered by mail or fax to each prime Proposer of record. The written Addenda constitute the only interpretations of the RFP documents; the Park District accepts no responsibility for any other claimed interpretations or communications.
- B. It is the responsibility of each Proposer to verify that he has received all Addenda prior to submitting a proposal. It is also the responsibility of each Proposer to verify that all subcontractors and material suppliers whose prices are incorporated in the Proposer's proposal are familiar with the RFP documents in their entirety, including all Addenda issued up to the time of proposal deadline.

- C. The Park District reserves the right to determine whether a substituted selection, in its judgment, is an acceptable alternate.

VII. Substitutions

Unless otherwise indicated, the use of a brand name or catalog number in the specifications is used for the purpose of establishing a grade or quality. Because the Park District does not wish to rule out other competition, whenever a specific brand name or catalog number is mentioned, the Proposer should add the phrase “or approved equal.” Proposers proposing a substitution must request approval in writing to the Park District at least seven (7) business days prior to the proposals submission deadline and mark the items as “or approved equal.”

Additionally, Proposers requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Proposer, in submitting the request for substitution, waives the right to additional payment or an extension of Contract time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Proposers of record of the acceptance of the proposed substitute by means of an Addendum to the RFP. The Park District’s approval of a substitute does not relieve the Contractor of the responsibility to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the work and suitability for the uses specified.

Proposals proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

VIII. Withdrawal

Proposers may withdraw or cancel their proposals at any time prior to the advertised proposal deadline by signing and submitting a request for said withdrawal. After the proposal deadline, no proposal shall be withdrawn or canceled for a period of sixty (60) calendar days.

IX. Basis of Award

- A. The Park District may accept the proposal of, and award the Contract for the work to, the Proposer submitting the proposal most responsive to the RFP, as determined by and in the sole discretion of the Park District.
- B. Although price is a major consideration in the award of this Contract, the Park District does not award on price alone and will also consider terms of delivery, quality, serviceability, conformity with specifications, financial capability of the Proposer, and the performance of the Proposer on other projects, as determined by the Park District.

- C. The Park District reserves the right to (1) reject all proposals; (2) reject only certain proposals which are non-conforming or non-responsive to the RFP requirements; (3) accept only a portion, part or specific items of work of all and reject others, as the Park District shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the Proposer submitting the proposal most responsive proposal to the RFP requirements. No proposal will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.
- D. The Homewood-Flossmoor Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the proposals, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

X. General Conditions and Requirements

The following general conditions shall apply to any Contract awarded pursuant to this RFP:

- A. **Payment.** Contractor will submit an invoice for payment, which will be paid according to the Park District's established payment procedure and in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

Contractor for itself and for all its sub-suppliers and subcontractors, agrees that no mechanic's lien or other claim shall be filed or maintained by Contractor or by any sub-supplier, subcontractor, laborer or any other person, whatsoever, against the Park District's funds for or on account of any work furnished under this Contract. Prior to the payment of the work, Contractor shall provide: a) for any payment other than final payment for the work, a partial waiver of lien from Contractor and each sub-supplier and subcontractor reflecting any partial payouts, and for final payment, a final waiver of lien from Contractor and each sub-supplier and sub-contractor for the full amount of each subcontract for the work, showing all materials and labor have been paid in full; and b) sworn affidavit, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/001 *et seq.*), showing in detail the sources of all labor and materials used in the work, including the names and addresses of sub-suppliers and subcontractors and showing amounts paid for each.

Final payment shall not become due until the Contractor has fully performed the work, including but not limited to delivery of all manufacturer's and supplier's warranties, and has delivered to the Park District a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Park District to indemnify the Park District against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Park District all money that the Park District may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

- B. Final Completion/Title.** Contractor shall install the HVAC units beginning December 1, 2019 and shall achieve **Final Completion of all the work on or before April 20, 2020**. Final Completion means the date the work has been completed in accordance with the Contract Documents and the Park District has approved final payment to the Contractor.

Contractor shall not grant rights in or to, or otherwise encumber the HVAC equipment or any parts thereof, to, in or by any third parties at any time, that would impair or delay the full exercise by Park District of any of its rights or remedies under the Contract. Clean and unencumbered title to the HVAC equipment shall be transferred to the Park District upon acceptance of the HVAC equipment by the Park District. Title to, and the risk of loss, injury or destruction from any casualty to the HVAC equipment, regardless of cause, will be the responsibility of the Contractor until the HVAC equipment has been received, inspected and accepted by the Park District.

- C. Insurance.** 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.

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.

1. 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.

2. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each occurrence for at least three years following Substantial Completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 13, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall

include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

3. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

4. Workers Compensation Insurance

Contractor shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, Contractor waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contract.

5. 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.

6. Endorsements

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

Additional Insured Status

The Park District, its officers, officials, employees, agents, 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 Park District, its officers, officials, employees, agents, 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.

7. 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.

8. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

9. 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.

10. 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.

11. Subcontractors

Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Park District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

12. 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.

- D. 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.
- E. Prevailing Wage.** This Contract calls for construction of a "public work" within the meaning of Illinois Prevailing Wage Act, 820ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performance.

Revisions of the Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These may be accessed by computer at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/pages/2018-rates.aspx>. Contractors submitting a proposal for this work and performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of proposal submission and performance of the work. Failure of a Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract. In consideration for the award to it of the Contract for this Project, the Contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the Contractor of periodic changes in the prevailing wage rates and the Contractor agrees to assume and be solely responsible for, as a material obligation of the Contractor under the Contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act,

and to pay and require its subcontractors to pay wages in accordance with such revised rates.

- F. Compliance with Laws.** Contractor shall comply with all federal, state, county and local laws, ordinances, rules and regulations and orders that in any manner pertain to this work. Such laws, ordinances, rules and regulations and orders shall be considered a part of these documents. Lack of knowledge on the part of the Contractor will in no way be cause for release of this obligation. Contractor shall, at its sole cost and obligation, be responsible for obtaining all licenses and permits required to perform its duties under the Contract. The Park District reserves the right to reject any proposal, cancel the Contract and pursue and legal remedies deemed necessary if it becomes aware of a violation of any laws on the part of the Contractor. Contractor shall execute and submit with its proposal, Contractor's Compliance and Certification Attachment, which shall attach to and become a part of the Contract.

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 Park District to liability and the Contractor shall indemnify and hold harmless the Park District 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.

- G. Governing Law.** This Contract shall be governed by the laws of the state of Illinois. Any suit or action arising under this Contract shall be commenced in the Circuit Court of Cook County, Illinois.

XI. Cancellation of RFP

The Park District reserves the right to cancel this RFP at any time, to elect not to award the work listed, to reject any or all of the responses, to waive any informality or irregularity in any response received, and is the sole judge of the merits of the respective responses received.

SCOPE OF WORK/SPECIFICATIONS

- Disconnect and remove old roof top unit from jobsite
- Install new Carrier STD EFF Med Gas Heat 12.5 Ton Cooling 208/230V 3Q, , or approved equal, to existing ductwork
- Reconnect power and gas piping
- Provide start-up
- Check operation

Warranty

Proposal must include a one-year warranty on parts and labor.

PROPOSAL FORM
Homewood-Flossmoor Park District

Coyote Run Golf Course
Replace 10-ton Roof Top HVAC Unit with a New 12.5-ton Unit
Carrier STD EFF Med Gas Heat 12.5 Ton Cooling 208/230V 3Q

Total Project Cost

\$ _____

The undersigned hereby acknowledges the receipt of the following addenda (if any) distributed by the Park District.

Addendum No. _____ Date: _____
Addendum No. _____ Date: _____

Company Name: _____

Address: _____

Telephone Number: _____

Fax: _____

Email: _____

Contact Name: _____

Contact Title: _____

Signature: _____

Date: _____

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Contract between the Homewood-Flossmoor Park District (the "Owner") and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination and any subsequent determinations issued by the Illinois Department of Labor, all in accordance with applicable law. These revisions may be accessed by computer at <http://labor.illinois.gov/>. Contractor is responsible for determining the applicable prevailing wage rates at the time of proposal submission and at the time of performance of the work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.
- D. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual

harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- G. (i) Contractor's proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Contract or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- H. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- I. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- J. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- K. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- L. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- M. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of Owner's designated Freedom of Information Act Officer (FOIA

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., (“Act”) prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Homewood-Flossmoor Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]:**

A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

Notice

- This RFP is not a contract or offer of employment.
- 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.
- 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. Such decisions are final and not subject to recourse.
 - Modify the selection procedure, the scope of the proposed work, minimum requirements, or the required responses.
 - Negotiate with any, all, or none of the respondents to the RFP.
 - Cancel this RFP.
- The cost of preparation of the proposal shall be the sole obligation of the Proposer.