



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

**2022 Court Repair, Resurfacing and Color Finishing and  
Transformation of a Tennis Court into a Pickleball Court**

**I. Introduction**

The Homewood-Flossmoor Park District (the “Park District”, the “District” or “Owner”) is seeking proposals for court repair and related services for two tennis courts located at the District’s Orchard Park.

**II. Project Locations/Scope of Work**

The project includes the following scope of work for two tennis courts located at the District’s Orchard Park, 1701 Olive Road, Homewood, Illinois 60430:

- Court repair, resurfacing and color finishing of one tennis court; and
- Court repair, resurfacing, color finishing and transformation of a second tennis court into a pickleball court.

**III. Response to the Request**

Questions concerning this request must be directed to Doug Boehm, Superintendent of Parks & Planning, 708-957-0300, [dboehm@hfparks.com](mailto:dboehm@hfparks.com).

***Interested companies must respond to this request no later than 12 noon on Monday, June 13, 2022.***

Proposals should be submitted to:

Doug Boehm  
Homewood-Flossmoor Park District  
3301 Flossmoor Road  
Flossmoor, IL 60422  
708-957-0300 phone  
708-957-8574 fax  
[dboehm@hfparks.com](mailto:dboehm@hfparks.com)

Oral proposals or oral modifications to proposals will not be considered. It is the sole responsibility of the respondent to see that its proposal is received in proper time. The Park District is not responsible for the premature opening of proposals not marked as required. Any proposal opened prematurely due to the failure of the respondent to mark the envelope in accordance with this RFP will be considered non-responsive.

**IV. Request For Proposal Requirements**

- A) 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 above the scope of work. 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 RFP.
- B) Documents submitted in response to the RFP become the exclusive property of the Park District and are accordingly considered public records under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq.

The Park District expressly reserves the right, for its own convenience, with or 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.
  - Accept or reject any and all proposals, accept only portions of a proposal and reject the remainder with or without cause, and without obligation to indicate any reason for such rejection. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any respondent against the Park District.
  - Modify the selection procedure, the scope of the proposed Work, proposal requirements, or the qualifications.
  - Negotiate with any, all, or none of the respondents to the RFP.
- C) Each proposal shall be made on the "Proposal Form" furnished by the District and included in this RFP. The Proposal Form shall be executed properly and all writing, including all signatures, shall be with black ink.
- D) Attached to the Proposal Form will be the Contractor's Compliance and Certification Attachment regarding the respondent's compliance with applicable laws. **Failure of a respondent to complete/submit a required certification shall be the basis for immediate rejection of that respondent's proposal.** The certification of the successful Contractor shall become a part of the Contract with the Park District.
- E) Proposals are to include the cost of delivery of all materials; including plant, equipment, supplies, tools, scaffolding, transportation, insurances, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work. 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 Work. An exemption certificate will be furnished by the Park District upon request of the respondent.
- F) 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.
- G) Each proposer shall visit the site(s) of the proposed Work and fully acquaint himself with conditions, as they exist, and shall undertake such additional inquiry and investigation, as he shall deem necessary so that he may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Respondents shall thoroughly examine and be familiar with all of the RFP documents including, but not limited to, the Drawings and the written Specifications. Any conflicts or discrepancies found between or among RFP documents including, but not limited to, the Drawings and written Specifications and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a proposal.

The failure or omission of any proposer to obtain, receive or examine any form, instrument, or information or to visit the Project site(s), and become knowledgeable with respect to conditions there existing, 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 respondent agrees, represents and warrants that

he has undertaken such investigation as he deemed necessary, has examined the site(s) and the RFP documents, has obtained all needed clarifications and where the RFP documents indicate in any part of the Work, that a given result be produced, that the RFP documents are adequate and the required result can be produced as indicated in the Specifications and Drawing(s). 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.

- H) Any interpretation, correction to, or addition to this RFP will be made by written Addendum and will be delivered to each respondent of record. The written Addenda constitute the only interpretations of this RFP; the Park District accepts no responsibility for any other claimed interpretations or communications.
- I) Respondents may withdraw or cancel their proposals at any time prior to the advertised proposal due date by submitting a request for said withdrawal. After the proposal opening time, no proposal shall be withdrawn or canceled for a period of sixty (60) calendar days.

**V. Qualifications**

The selected firm will demonstrate a proven record in providing comparable services. Respondents must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project; and 2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in this RFP and within the time required by this RFP. The Contractor selected shall not have been debarred or determined ineligible for public contracts by any governmental agency.

- A) Respondents must provide five (5) acceptable references. List projects your organization has completed in the past five (5) years which are comparable in scope, giving the name of the project, project description, project address, owner and telephone number.
- B) 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.
- C) Insurance Requirements for Contractors. 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. Attention is directed to the insurance requirements set forth in Section VII of this RFP. 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 proposer fails to comply strictly with the insurance requirements, that proposer may be disqualified from award of the Contract.
- D) The Park District reserves the right to require of any proposer such information to verify the proposer's qualifications and financial status and to withhold formal signing of the Contract until such information is received.

## **VI. Award**

- A) The Park District will award the Contract to the lowest most responsible and responsive proposer as determined by the Park District. In considering the respondent's responsibility, the Park District may evaluate, among other factors, the ability of the respondent to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the respondent, and the performance of the respondent on other projects.
- B) The Contract will be awarded to one respondent for the entire Project or to any combination of respondents for any portion(s) of the Project.
- C) This RFP, together with, the Agreement Between Owner and Contractor for Court Resurfacing and Related Work, substantially in the same form as included in this RFP and proof of insurance comprise the Contract Documents.

## **VII. General Conditions of the Contract**

For purposes of this RFP, the term "Work" shall mean all of the successful Contractor's duties under the Contract Documents, including the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

### **A) Commencement and Completion of the Work**

The Work at the site shall commence on such a date as may be agreed upon by the Parties. Unless otherwise extended by agreement of the Parties pursuant to the General Conditions, Contractor shall achieve Final Completion on or before August 12, 2022.

### **B) Use of the Sites**

The Contractor shall confine all equipment, the storage of materials and the operations of its workers, to limits indicated by law, ordinances, permits, or directions of the Owner and shall not unreasonably encumber the site with such materials. The site shall not be utilized for the storage of vehicles, materials, equipment, or fixtures not intended for the Work to be performed.

### **C) Cooperation with Utilities**

The Contractor shall notify all utility companies, public and private, as necessary in advance of commencing performance of the Work. The responsibility for moving water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable ways, signals and all other utility appurtenances which are within the limits of the proposed construction will be assumed by the Contractor, at no additional compensation.

The Contractor shall verify the location of all utilities prior to the start of construction and shall be responsible for the preservation of existing utility installation and the cost of providing precautionary supports, braces, etc. to insure against damage to said utility installation.

The cost to repair and replace any new or existing utilities damaged will be paid for by the Contractor.

It is understood and agreed that the Contractor has considered in its proposal all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for delays, inconvenience, or damage sustained by the Contractor, due to any interference from the said utility appurtenances or the operation of moving them either by the utility company or by the Contractor, or on account of any special construction methods required in performing the Work due to the existence of said appurtenances whether in their present or relocated positions.

**D) Protection of Property -Safety Responsibility**

In accordance with the Specifications, the Contractor shall protect all existing property and improvements within the Project site and those adjacent to the Owner's property in a manner agreed upon between the Owner and Contractor. The Contractor shall be responsible for the repair cost of any damage created by its operations or the operations of any subcontractors.

Contractor shall comply with State and Federal regulations as outlined in the latest revision of the Federal Construction Safety Standards and with applicable provisions and regulations of Occupation Safety and Health Administration (OSHA), Standards of the William-Steiger Occupational Health and Safety Act of 1970 (revised). The Contractor and Owner shall each be responsible for their respective agents and employees.

The Contractor shall be obligated to indemnify, hold harmless and protect the Owner, its officers, employees and agents, from any actions or suits instituted as a direct or indirect result of any injury or damage consequent upon any failure to use or misuse by the Contractor, its agents and employees and any subcontractor, its agents and employees, of any ladder, support or other mechanical contrivance erected or constructed by any person or any or all kinds of equipment whether or not owned by or furnished by the Owner.

Contractor shall comply with, and require all of its employees, subcontractors and invitees to comply with, all applicable COVID-19/Coronavirus-related health and safety laws, rules, regulations, orders, guidelines, or guidance from any source with jurisdiction over this Project, including but not limited to, guidelines promulgated by the Centers for Disease Control and Prevention ("CDC"), the Occupational Safety and Health Administration ("OSHA"), the Illinois Department of Health ("IDPH"), and the Cook County Health Department.

**E) Insurance**

The successful respondent shall obtain insurance of the types and in the amounts listed below.

**1. Commercial General and Umbrella Liability Insurance**

The Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The District, its elected and appointed officials, employees, agents and volunteers shall be included as an additional named insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by the District shall be deemed excess of such Contractor's insurance and shall not contribute with it.

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**

The Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 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**

The 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.

Such Contractor waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to such Contractor's activities.

## 5. General Insurance Provisions

i. Evidence of Insurance: The Contractor shall furnish the District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the District prior to the cancellation or material change of any insurance referred to therein. Written notice to the District shall be by certified mail, return receipt requested.

Failure of the District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements, or failure of the District to identify a coverage deficiency from evidence that is provided, shall not be construed as a waiver of such Contractor's obligation to maintain such insurance.

The District shall have the right, but not the obligation, of prohibiting such Contractor from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of the Contract entered by the parties at the District's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the District upon request.

Such Contractor shall provide certified copies of all insurance policies required above within 10 days of the District's written request for said copies.

ii. Acceptability of Insurers: All insurance companies shall maintain a rating no less than A-VII from A.M. Best, based on the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A-VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

iii. 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.

iv. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents, or such Contractor may be required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claims administration and defense expenses.

## **6. Subcontractors**

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

### **F) Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' 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 (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) 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, regardless of whether or not 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 Owner, 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.

Nothing contained herein shall be construed as prohibiting the District, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The District's participation in its defense shall not remove the successful Contractor's duty to indemnify, defend and hold the District harmless as set forth herein.

The indemnification required hereunder shall not be limited by reason of the enumeration of insurance coverage herein provided.

The successful Contractor's indemnification of the District shall survive the termination or expiration of the Contract.

### **G) Warranty**

The Work performed and the materials and equipment installed under this Contract shall be in compliance with the Contract Documents and must be guaranteed by the Contractor for a period of twelve (12) months from Final Completion or for the period(s) set forth in the scope of work/Specifications, whichever is longer, against defective workmanship and material of any nature. On all material or equipment incorporated, the Contractor and its Surety must guarantee that the type, quality, design and performance will fully meet the requirements of the Specifications and Drawings. Neither final payment nor termination of the guarantee period, nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice he/she shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.

**H) Completion of Work**

All Work, as either implied or reasonably inferable from the Contract Documents and Specifications shall be the responsibility of the Contractor. All Specifications are directed to the attention of the Contractor and the inclusion of any work by mention, note, detail, itemization or implication, however brief, means that the Contractor shall provide and install same. All Work performed shall include all appurtenances and apparatus normally deemed to be a part of a completed package within the definitions of normal industry standards.

**I) Supervision**

The Contractor is to provide a full-time superintendent on the Project to coordinate all subcontractors' work and supervise the daily activity of the Project as well as maintain the site in a safe clean manner.

**J) Site Conditions**

All Contractors' work shall be performed in a first-class, workmanlike manner, cutting, patching, matching and aligning all surfaces where applicable to afford a finished neat appearance. Contractor shall clean all surfaces free of dirt and refuse caused by debris from all installation techniques of the trade. All adjacent surfaces to their work shall be left as they appear prior to the commencement of the Contractor's work to be done. Contractor shall properly protect all adjacent surfaces during the course of this installation.

**K) Owner Inspection**

The District's representative shall have access to the site at all times. Any inferior material or workmanship shall be removed upon demand and work shall be reconstructed as approved by the Owner at the Contractor's sole expense.

**L) Other Contracts**

The Owner reserves the right to let other contracts in connection with the Work of the Project. The Contractor shall be responsible for coordination of work and establishing schedules for all trades; and shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work.

**M) Compliance with Laws**

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.

**VIII. Special Conditions**

Unless expressly agreed otherwise by the District, Orchard Park shall remain open to the public for the duration of the Project. As such, Contractor shall maintain the Project site in a manner that ensures safe access to the park's amenities by the public, Park District staff and others requiring access to the park. Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

## **IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES**

Revisions of the Prevailing Wage Rates are made periodically by the Illinois Department of Labor (IDOL). As required by the Illinois Prevailing Wage Act, the contractor/subcontractor has an obligation to check IDOL's web site for revisions to prevailing wage rates. These revisions may be accessed by computer at <http://labor.illinois.gov/>. Proposers and contractors 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 proposer/contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. 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.

## **SCOPE OF WORK**

Work to be completed by August 12, 2022

### **SECTION I**

#### **A. Homewood-Flossmoor Park District's two Orchard Park courts:**

1. Remove two existing tennis posts from one court and patch
2. Clean courts; pressure wash as needed
3. Fill existing cracks with court patch binder
4. Surface grind raised cracks
5. Level "bird baths"
6. Apply one coat of acrylic resurfacer over repairs
7. Apply one coat of acrylic resurfacer over entire court
8. Apply two coats of fortified Plexipave color
9. Stripe one court per United States Pickleball Association and the other per United States Tennis Association
10. Install pickleball posts, provided by the Park District, on the two new pickleball courts

#### **B. Specifications for repair and color coating of courts**

##### **1.0 General**

###### **1.01 Section Includes**

- A. Preparation
- B. Crack Repair
- C. Color System

##### **2.0 Products**

###### **2.01 Color System**

- A. California Products
  1. Current USAPA colors for pickleball courts/current US Open colors for tennis courts or equal as approved by the Homewood-Flossmoor Park District

##### **3.0 Execution**

###### **3.01 Preparation**

- A. Remove all tennis nets and posts and store.
- B. Court surface shall be cleared off of dust and debris with air blowers. All stains shall be cleaned with T.S.P. (Tri Sodium Phosphate).

### **3.02 Crack Repair**

- A. All cracks shall be sanded down level with a surface grinder.
- B. Fill all cracks with latex binder.

### **3.03 Court Leveling**

- A. All holes and depressions shall be patched level to match surrounding elevation.
- B. All repaired and fiber glass areas shall receive an additional coat of resurfacer.

### **3.04 Color System**

- A. The color finish shall be Plexipave. This system includes:
  - 1. Resurfacer
    - a. One (1) coat of acrylic resurfacer shall be applied over the repairs and one (1) coat of acrylic resurfacer shall be applied to the entire court area in order to provide a uniform and even surface.
  - 2. Color
    - a. USAPA colors for pickleball courts/US Open colors for tennis courts.
    - b. Two (2) coats of fortified Plexipave color shall be applied to the entire court surface.
  - 3. Playing Lines
    - a. Lines shall be taped in order to assure razor sharp edges prior to painting.
    - b. Two (2) coats of acrylic line paint shall be applied accurately and in accordance with the USAPA and U.S.T.A.
    - c. Baseline to be 3 inches wide.

**Proposal Form**

**Company Information**

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Contact Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Proposal Form**  
**Homewood-Flossmoor Park District**  
**Orchard Park Court Repair, Resurfacing, Color Finishing and Transformation of a Tennis Court into a Pickleball Court**

Project Cost for the repair, resurfacing and color finishing of one tennis court and the repair, resurfacing, color finishing and transformation of a second tennis court into a pickleball court.

**TOTAL PROJECT COST** \$ \_\_\_\_\_

Description and cost for any additional necessary work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By submission of its proposal, the undersigned acknowledges, agrees, represents, declares and warrants that if this proposal is accepted by the Park District, the respondent will perform all Work in accordance with the requirements of the Contract for the amounts set forth above and in the manner and at the time therein prescribed.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
Full Name of Respondent (Print) (a) Individual ( )  
(b) Partnership ( )  
(c) Corporation ( )

Name and Title of Authorized Agent  
if Corporation or Partnership (Print): \_\_\_\_\_

\_\_\_\_\_  
Full Name and Title of Respondent (Signature)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Email Phone \_\_\_\_\_

## CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

**Note: The following certifications form an integral part of the Agreement between 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 bid or 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 bid 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 bid 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 Agreement 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 the Homewood-Flossmoor Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under 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

**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)