



**Request for Proposal
Comprehensive Master Plan
for
Homewood-Flossmoor Park District**

**RFP Submission Deadline
Friday, May 24, 2024 @ 12:00 Noon**

at
Homewood-Flossmoor Park District
3301 Flossmoor Road
Flossmoor, IL 60422
708-957-0300

Doug Boehm
Executive Director
dboehm@hfparks.com

REQUEST FOR PROPOSALS – COMPREHENSIVE MASTER PLAN

The Homewood-Flossmoor Park District requests proposals from qualified consulting firms to provide professional services to develop a Comprehensive Master Plan for the parks and recreation facilities of the District. The selected firm must have experience in park and recreation planning, design services, strategic planning, and similar consulting services.

Responses to this Request for Proposal will be received until **12:00 Noon on Friday, May 24, 2024** at the office of the Homewood-Flossmoor Park District, 3301 Flossmoor Road, Flossmoor, IL 60422.

The Homewood-Flossmoor Park District reserves the right to reject any or all proposals, or any part thereof, to waive any formality, technicality or irregularity in any proposal, and to accept the proposals deemed to be in the best interest of the Homewood-Flossmoor Park District.

All proposals must be enclosed in a sealed envelope and marked on the outside, "**Sealed Proposal for the Comprehensive Master Plan**".

Proposals must be addressed to:

Doug Boehm
Executive Director
Homewood-Flossmoor Park District
3301 Flossmoor Road
Flossmoor, IL 60422

If you have any questions pertaining to the above, they should be directed to Doug Boehm at 708-957-0300 or dboehm@hfparks.com.

Introduction

The Homewood-Flossmoor Park District (the "District" or "Park District") requests proposals from qualified consulting firms to provide professional services to develop a Comprehensive Master Plan for the parks and recreation facilities of the District. The selected firm must have experience in park and recreation planning, design services, strategic planning, and similar consulting services.

Section 1: District Overview

The Homewood-Flossmoor Park District is an Illinois unit of local government located in southern Cook County and is governed by a five-member Board of Commissioners.

The District desires to develop a Comprehensive Master Plan which will serve as a guide for the District to set action plans, priorities and strategies in order to serve the community with high quality and fiscally responsible programs, services and facilities over the next ten (10) years. The Comprehensive Master Plan must comply with the requirements of the Illinois Distinguished Accreditation Program administered by the Illinois Association of Park Districts and the Illinois Park and Recreation Association.

The District completed its last formal Comprehensive Master Plan in 2012 and would again like to revisit the overall planning of the District. The Park District will provide its ADA Transition Plan.

Section 2: General Information

A. Submission Requirements

One (1) unbound marked "original" and five (5) bound copies of the proposal, including all required forms and supporting documentation must be addressed and mailed or delivered to the address listed below, which is the address to be used for all communication in connection with this project:

Doug Boehm, Executive Director
Homewood-Flossmoor Park District
3301 Flossmoor Road
Flossmoor, IL 60422

All responses must receive no later than **12:00 Noon on Friday, May 24, 2024**. Responses received later than this date and time will be rejected.

It is the sole responsibility of the respondent to ensure that the District has received the proposal on time. No electronic or facsimile submittals will be accepted.

Submittals become the property of the District. The cost of preparation of proposals shall be the sole obligation of the submitting firms; the District is not liable for any costs incurred by submitting firms. Submissions will not be returned to the individual or the company that has submitted the proposal.

B. Park District Response to Questions

Questions or requested clarifications or additional information regarding the RFP must be emailed to dboehm@hfparks.com no later than 4:00 pm on Wednesday, May 15, 2024. All questions, answers, and addenda will be shared with all recipients of this RFP.

C. Award of Project

Upon review of proposals received in response to this RFP, the District will enter into an agreement, substantially in the same form included in this RFP, with the firm that is best qualified based on the criteria and requirements set forth in this RFP, is responsible and responsive to requested criteria and which provides the best overall value to the District. The proposal cost is not the only criterion for selection.

The District reserves the right to reject any and all proposals, or to accept any portion of the proposal, to waive any formality, technicality or irregularity in any proposal, and to be the sole judge of the value and merit of the proposals offered. Such decisions by the District shall be final.

Section 3: Evaluation and Selection Process

A. All respondents who submit a valid and complete response will be evaluated and rated based on the following criteria:

1. Applicant's capability and history in the facilitation, leadership and development of a comprehensive master plan for other agencies of similar size, scope, and population served.
2. Ability to demonstrate, at minimum, the technical competence of the proposed project team to perform the services.
3. Past record of performance as determined from available information, including direct communication by the District with the applicant's former clients.
4. Demonstrate capability under current workload and resources available to perform the work within the project schedule.
5. Diversity of project team and the qualifications and experience each member will bring to the project.
6. Quality of the proposed service to include unique systems and approach to the development of the Comprehensive Master Plan to avoid "cookie-cutter" results which do not represent the unique characteristics and needs of the Homewood-Flossmoor Park District and the community members the District serves.

B. The process for selection for award of the project will be as follows:

1. All valid, complete and timely responses will be evaluated by a review team. Members of this team will be determined by the District and may include members of the District's Park Board of Commissioners and professional staff.
2. Responses will be reviewed and evaluated by the review team and ranked based on the criteria set forth in Section 3A of this RFP, and based on such other information as the District deems necessary in order to responsibly evaluate the qualifications. Those applicants that rank the highest from the pool of responses received will be considered and scheduled for an oral presentation and interview. The number of finalists to be interviewed will be determined by the review team based on the responses received by the submittal deadline.
3. If a suitable applicant emerges after the completion of the interview process, the qualified applicant's proposal will be forwarded for recommendation and approval by the District's Park Board of Commissioners for award of the project, pending successful negotiations between the applicant and the District.

Section 4: Statement of Qualifications Information

Each respondent submitting a proposal must include a statement providing the following information:

A. Firm's Profile

1. Name, Address, Contact Person, Phone, Email & Web Address;
2. General Background;
3. Service Offerings; and
4. Evidence of Insurance coverage in accordance with Section 7 of this RFP.

B. Project Team

1. A narrative describing the roles of each designated leader assigned to the project.
2. Resumes of project team members.
3. Information on "sub" contributors for the project, including related project experience of firm and of the individual team members.

C. Related Project Experience

1. State experience in completing comprehensive master plans.
2. Provide examples of projects completed by firm.
3. Description of creative samples used in development of comprehensive master plans.
4. Description in scope and size of completed projects with other park districts or park and recreation agencies.

D. Project Approach

1. Description of the approach your firm would use to meet the expectations of the Comprehensive Master Plan and what the desired outcomes of the approach. Describe typical sequence of work, milestones, key dates and number of meetings.
2. Include examples of tools, approaches, systems, and controls that your firm would use to complete the Comprehensive Master Plan.
3. Describe communication methods that your firm will use to ensure project timelines, milestones and overall expectations are met.
4. Provide a brief description or list of current projects and associated workload of your firm.
5. Explain what you feel distinguishes your firm from others in the field and what makes your firm a good candidate to work with the District.

E. References

Provide a minimum of five (5) references on similar projects completed in the last five (5) years. The list shall include the client name, address, telephone number, project title and description, project location and the contact person.

Section 5: Cost Proposal

Applicant shall submit a detailed cost proposal for the services with a list of possible reimbursable expenses fees to perform the services outlined in this RFP. The project cost for services shall be a "not to

exceed cost for services". The cost proposal shall be in a separate sealed envelope. The project name, date, and time of opening must be located in the lower left corner of the envelope. The 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 section will be considered non-responsive and returned.

Section 6: Scope of Services

Comprehensive Master Plan

The District desires to develop a Comprehensive Master Plan which will serve as a guide for the District to set action plans, priorities and strategies in order to effectively serve the community with high quality and fiscally responsible programs, services and facilities over the next ten (10) years. The Comprehensive Master Plan must comply with the requirements of the Illinois Distinguished Accreditation Program administered by the Illinois Association of Park Districts and the Illinois Park and Recreation Association.

- A. At a minimum, the consultant will provide the following:
1. Conduct a kickoff meeting with Park District staff to discuss the goals of the project, timeline, and parameters.
 2. Conduct an input meeting with the District's Park Board of Commissioners pertaining to vision and agency goals of Park District, along with desired outcome of the plan.
 3. Conduct two (2) input meetings with District administrative team members and other full-time staff persons pertaining to vision and agency goals of the Park District, along with desired outcome from plan.
 4. Conduct one (1) meeting with the District's Park Board of Commissioners midway through the process to provide an update and receive feedback from the District's Board.
 5. Conduct two (2) key stakeholder meetings with community leaders from local government, school district, youth sport affiliates and other individuals as directed.
 6. Provide opportunities for public input into the plan.
 - a) Conduct one (1) in-person open house public input session.
 - b) Offer an e-approach to public input where residents may provide input via a multi-dimensional online tool.
 7. Conduct a planning area tour to observe, photograph and gather first-hand opinions about readily apparent conditions and patterns of use, including an assessment of the condition of all Park District parks and facilities.
 8. Review capital budget parameters and administrative procedures.
 9. Collect and assimilate District information:
 - a) History;
 - b) Public perceptions;
 - c) Department organization; and
 - d) Program offerings (revenue producing vs. tax supported).
 10. Develop the inventory and amenities of parks including area of service and comparison to national standards.
 11. Develop inventory and analysis of facilities including existing space related to current program needs and future space needs based on trends and future opportunities.
 12. Collect and assimilate District information, including demographics of community and trends:
 - a) Population information;
 - b) Gender and age;

- c) Cultural diversity;
- d) Household data;
- e) Education;
- f) Employment;
- g) Income;
- h) Cultural trends;
- i) Increases and decreases in age groups; and
- j) Growth projections.

B. Review and incorporate local, regional and national recreation trends:

- 1. Sports;
- 2. Program participation;
- 3. Other demands;
- 4. Relevant private sector, institutional and other District completion and offerings; and
- 5. Homewood and Flossmoor School Districts, Villages and Libraries relationship.

C. Review Americans with Disabilities audit and transition plan and integrate information into direction for capital improvements to parks and facilities.

D. Plan Development:

- 1. Review Findings.
- 2. Review the recently completed community wide surveys and incorporate appropriate findings into the Comprehensive Master Plan.
- 3. Prepare a Facility Comparison Analysis (chart) to determine amenity surplus and deficiency compared to recognized benchmarks (including park district amenities, indoor and outdoor).
- 4. Prepare a park land Level of Service Analysis (table) based on park classifications:
 - a) Classify property infrastructure;
 - b) Total acreage per classification;
 - c) Compare to adapted national standards.
- 5. Prepare a park land Service Area (mapping) of each park classification; classification radii will be:
 - a) Mini parks: ¼ mile.
 - b) Neighborhood parks and school fields and playgrounds: ½ mile.
 - c) Community parks: 1 mile.
- 6. Develop preliminary strategies for existing parks, open spaces and facilities including:
 - a) Modifications to existing features.
 - b) Additional amenities, features and infrastructure.
 - c) Natural resource management.
- 7. Develop preliminary strategies for new parks, open spaces and facilities including:
 - a) Compare current Park District acreage to national standards.
 - b) Responses to Community Survey.
 - c) Needed future land.
 - d) Assessment of the condition of all Park District parks and facilities.
- 8. Develop preliminary strategies for recreation programming and amenities to support them:
 - a) New indoor programs and spaces and/or expansion of existing indoor programs and spaces.

- b) New or expanded outdoor programs.
- 9. Discussion of strategies to develop recommendations.
- 10. Development of District priorities based on current internal and external funding resources and priorities that could be potentially funded via a referendum.
- 11. Implementation of Plan – Timeline, etc.
- 12. Capital Replacement Plan.
- 13. 10-Year Action Plan with a Five-Year update process outlined.
- 14. Final Comprehensive Master Plan.

Section 7: Additional Terms

The following are additional terms and conditions of this project:

A. Contract Documents

The successful firm awarded this project shall enter into an agreement with the District substantially in the same form as attached to this RFP and based on such other terms and conditions as approved by the District. This RFP, the respondent’s proposal, the negotiated agreement, and any other documents specified by the District shall form the Contract Documents.

B. Costs

This RFP does not obligate the District to pay for any costs, of any kind whatsoever that may be incurred by a respondent or any third parties, in connection with the RFP response.

C. Payment

Payment shall be made by the District to the successful firm for services properly completed upon the District’s receipt of an invoice itemizing the services performed for the period covered by the invoice. The firm will invoice the District on a monthly basis. Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (5 ILCS 505/1 *et seq.*).

D. Insurance and Indemnification

- 1. A qualifying firm shall provide the following evidence of insurance coverage:

- a. Commercial General and Umbrella Liability Insurance (CGL): CGL shall be provided and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the occurrence limit.

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).

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

The District, its officers, agents, employees and volunteers shall be named as additional insured under the CGL, using ISO additional insured endorsement CG 20 10, or a substitute form providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary, non-contributory insurance with respects to any other insurance or self-insurance afforded to the District.

- b. Professional Liability Insurance: Professional liability coverage shall be provided and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each wrongful act arising out of the performance or failure to perform the professional services required hereunder and \$2,000,000 in the aggregate.
- c. Business Auto and Umbrella Liability Insurance: Business Auto Liability Coverage shall be provided 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.
- d. Workers Compensation Insurance: Worker's compensation and employers' liability insurance shall be provided as statutorily required items.

If the successful consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to the higher limits maintained by the consultant.

- 2. To the fullest extent permitted by law, the successful firm shall indemnify and hold harmless the District, its officers, officials, employees, agents and volunteers from and against all claims, damages, suits, causes of action, judgments, losses, costs and expenses, including but not limited to reasonable legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the negligent or wrongful act or omission of the firm in the performance of the services, including but not limited to any accident, injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom. 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 herein. The successful firm shall similarly protect, indemnify and hold and save harmless the District, its officers, employees, agents and volunteers against and from any and all claims, causes of action, costs and expenses, including but not limited to reasonable legal fees incurred by reason of such firm's breach of any of its obligations under, or in default of, any provision of the agreement entered into by consultant with the District for such services.

E. RFP Responses

All RFP responses, including all supporting documentation, shall become the property of the District and will not be returned.

F. Governing Law

This RFP and the final agreement entered into by the District and successful firm shall be governed by the laws of the state of Illinois. Any suit or action arising under this RFP or the agreement shall be commenced

in the Circuit Court of Cook County, Illinois. In any suit or action arising under this RFP or the agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation.

G. Entire RFP

This RFP, any addenda to it, and any attached schedules, constitute the entire RFP. The proposal of the firm awarded the agreement for this RFP will be incorporated by reference into the agreement the District enters into with the successful firm.

H. Compliance with Laws

The successful firm shall comply with all applicable federal and state laws, and local codes, ordinances, rules and regulations, including, but not limited to, all laws governing employment. Each respondent shall execute and submit the Consultant's Certification and Compliance Attachment as part of its proposal.

I. Notice of Freedom of Information Act

After award of the agreement, all responses, documents, and materials submitted by respondents pertaining to this RFP will be considered public information, subject to inspection.

By submitting a proposal or otherwise responding in any way to this RFP, each respondent acknowledges the following:

1. The Park District is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the respondent to the Park District is subject to disclosure to third parties in accordance with FOIA.
2. If a respondent intends for the Park District to withhold the respondent's trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the respondent must include with its proposal submittal a written notification specifically identifying such information, along with a statement that disclosure of such information will cause competitive harm to the respondent, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the respondent at the time of proposal submittal will be presumed to be open to public inspection. The respondent may be required to substantiate the basis for its claims at a later time.
3. Notwithstanding timely notice received from a respondent in accordance with Section 7(1)(g), the Park District reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request.

Section 8: Request Additional Information

The District reserves the right to request any further additional documentation that it deems necessary for the review and award process.

Section 9: Cancellation of RFP

The District reserves the right to cancel this request for professional services at any time, to elect not to award the services listed, to reject any or all of the responses, to waive an informality or irregularity in

any response received, and is the sole judge of the merits of the respective responses received. The District shall have no liability or responsibility to any firm in the event of cancellation of this RFP.

Section 10: Modification and Withdrawal of Proposals

A proposal may not be modified, withdrawn or canceled for a period of ninety (90) days after the time and date designated for receipt of proposal. A firm may withdraw or modify a submitted proposal before the time and date designated for receipt by providing a written notice to the party receiving proposals on behalf of the District as noted herein.

Section 11: Project Schedule

The following timetable is projected for this project:

<u>Date/Timeframe</u>	<u>Project Task</u>
May 1, 2024	Request for Proposal is released
May 24, 2024, 12:00 Noon	Request for Proposal is due
June 3 – 14, 2024	Finalists interviews
June 18, 2024	Firm Recommended to Park Board for approval
June 24, 2024	Project begins
February 18, 2025	Final draft presented to Park Board

Section 12: Proposal Form

Complete, verify, and sign the paragraph below for the services to develop the Comprehensive Master Plan as outlined in this RFP.

_____ (Name of Firm) proposes to complete and deliver a Comprehensive Master Plan as outlined to the Homewood-Flossmoor Park District no later than Friday, February 14, 2025.

The undersigned proposes to provide professional services, including reimbursable expenses, as specified in the Request for Proposals for the total sum not to exceed:

_____ \$ _____
(in words)

Please attach the undersigned’s hourly Rates by Category

Reimbursable Expenses Not to Exceed Maximum: \$ _____

I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted by the Homewood-Flossmoor Park District.

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Proposal.

Signed: _____

Printed Name: _____

Title: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Dated: _____

Notice

- A. This RFP is not a contract or offer of employment.
- B. The cost of preparation of proposals shall be the sole obligation of the consultant.
- C. All submitted proposals, whether accepted or rejected, are the property of the Homewood-Flossmoor Park District.
- D. The District reserves the right to reject any and all proposals, or to accept any portion of any proposal, to waive any formality, technicality or irregularity in any proposal, and to be the sole judge of the value and merit of the proposals offered. Such decisions by the District shall be final.
- E. Elements and/or tasks in a proposal may be added or deleted at the discretion of the District pending negotiation of the scope of services and compensation.
- F. The District reserves the right to cancel this request for professional services at any time.
- G. All services and related documents, ancillary reports and the final report will be the property of the Homewood-Flossmoor Park District.
- H. All potential proposers are reminded that information contained in submitted material will become public record upon opening of proposals by the District. If a respondent intends for the Park District to withhold the respondent's trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the respondent must include with its proposal submittal a written notification specifically identifying such information, along with a statement that disclosure of such information will cause competitive harm to the respondent, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g) (See Section 7 of this RFP).
- I. The firm selected to perform the services must enter into a standard Park District agreement, substantially in the same form included in this RFP.

CONSULTANT COMPLIANCE AND CERTIFICATION ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Homewood-Flossmoor Park District and the Consultant for Comprehensive Master Plan services (the "Project"). Breach by the Consultant of any of the certifications may result in immediate termination of the Consultant's services by the Park District.

The Undersigned Consultant hereby certifies, affirms and agrees as follows:

- A. Consultant 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. Consultant shall abide by and comply with, and in contracts which it has with all persons providing any of the services on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations included without limitation those relating to 1) fair employment practices, affirmative action, and prohibiting discrimination in employment; 2) workers' compensation; and 3) workplace safety.
- C. To the best of Consultant's knowledge, no officer or employee of Consultant 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.
- D. Consultant 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. Consultant also certifies that no officers or employees of the Consultant have been so convicted and that Consultant is not the successor company or a new company created by the officers or owners of one so convicted. Consultant further certifies that any such conviction occurring after the date of this certification will be reported to the Homewood-Flossmoor Park District, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Agreement therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Consultant 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 Consultant's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and 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. Consultant 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.
- F. (i) Consultant's proposal was made without any connection or common interest in the profits anticipated to be derived from the Agreement by Consultant with any persons submitting any proposal for the Agreement; (ii) the Agreement terms are in all respects fair and the Agreement will be entered into by Consultant without collusion or fraud; (iii) no official, officer or employee

of the Park District has any direct or indirect financial interest in Consultant's proposal or in Consultant; (iv) the Consultant 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 Homewood-Flossmoor Park District and the Park District'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 Park District and the Consultant. Additionally, the Consultant shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

- G. Consultant 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. Consultant further certifies that Consultant 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.
- H. Consultant is not barred from contracting with the Park District because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Consultant further certifies that it understands that making a false statement regarding delinquency to taxes is a Class A misdemeanor and, in addition, voids the Agreement and allows the Park District, a municipal entity, to recover in a civil action all amounts paid to the Consultant.
- I. If Consultant has 25 or more employees at the time of the RFP, Consultant 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 sections required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Consultant further certifies that it has not been debarred and is not ineligible for award of this Agreement as the result of a violation of the Illinois Drug Free Workplace Act.
- J. Consultant 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), Consultant shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Consultant that is deemed a public record under FOIA.

