

LEGAL NOTICE - MUST RUN IN
SOUTHTOWNSTAR
THURSDAY, FEBRUARY 26, 2015

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS
REQUEST FOR PROPOSALS #15-009

REDESIGN OF DOGWOOD PARK

The Village of Orland Park is requesting proposals for the redesign of Dogwood Park, an older park with an acreage of 0.63 located at 14946 Dogwood Drive, Orland Park. The scope of redesign includes but is not limited to adding concrete curbing, replacing an existing play unit and ensuring ADA accessibility. The submittal deadline is not later than **11:00 A.M., local time, on Thursday, March 26, 2015**. Submittals will be opened and evaluated in private and submittal information will be kept confidential until an award is made.

The specifications are on file and available for inspection and copies will be available at the Office of the Village Clerk and online on the Village's website www.orlandpark.org.

No submittal shall be withdrawn after the opening of the proposals without the consent of the Village for a period of ninety (90) days after the scheduled submittal deadline.

The President and Board of Trustees reserve the right to reject any and all proposals or parts thereof and to waive any informalities, technicalities and irregularities in proposing and to disregard all non-conforming, conditional or counter proposals.

The successful Consultant shall be required to comply with the provisions of all State of Illinois and federal laws as well as the State of Illinois Human Rights Act and the regulations of the Illinois Human Rights Commission.

By order of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF ORLAND PARK, ILLINOIS

BY: JOHN C. MEHALEK
VILLAGE CLERK



VILLAGE OF ORLAND PARK, ILLINOIS

**REQUEST FOR PROPOSALS
RFP #15-009**

REDESIGN OF DOGWOOD PARK

ISSUED

FEBRUARY 26, 2015

SUBMISSION DEADLINE

**MARCH 26, 2015
11:00 A.M.**

OFFICE OF THE VILLAGE CLERK
JOHN C. MEHALEK, VILLAGE CLERK
14700 SOUTH RAVINIA AVENUE
ORLAND PARK, ILLINOIS 60462

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III. EXHIBIT

- Sample Agreement (*under separate cover*)

I – INSTRUCTIONS TO PROPOSERS

SUMMARY

The Village of Orland Park (the “Village”) is soliciting proposals for the redesign of Dogwood Park (the “Project”). See the Project Details for specifics on the Project.

CONTACT PERSON

Frank Stec
Village of Orland Park
Director of Parks & Building Maintenance
E-mail: fstec@orlandpark.org
Fax: (708) 403-6289

QUESTIONS AND ADDENDA

Proposers may, in writing, ask questions or request clarification about this Request for Proposals (the “RFP”). **Only written inquiries directed to the contact person listed above and received by noon on March 10, 2015 will be given consideration.**

No oral comments will be made to any Proposer as to the meaning of the Project or RFP documents.

Before the Proposal opening, the Village will make available to the public answers to questions or any modifications or additions to this Project or RFP in the form of a written addendum. Proposers may find addenda and **sign up for Bid Posting e-mail alerts** on the Village’s website at www.orlandpark.org/bids.aspx. Proposers will not be relieved of obligations due to failure to examine or receive documents, visit the website or become familiar with conditions or facts of which the Proposer should have been aware and the Village will reject all claims related thereto. Information other than in the form of a written Addendum issued by the Village from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Proposer or relieve him from fulfilling any of the conditions and obligations set forth in this RFP. In the event of conflict with the original RFP documents, addenda shall govern to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the Proposal submission. A Proposer’s failure to include a signed formal Addendum in its Proposal submission may deem its Proposal non-responsive.

PROJECT DETAILS

ABOUT DOGWOOD PARK



Dogwood Park is an older park with an acreage of 0.63 located at 14946 Dogwood Drive, Orland Park, Illinois, 60462 (the "Project Location"). Dogwood Park has served the neighborhood well and attracts local attendees, but it is need of a total update.

The current amenities at the Project Location include:

- Acreage: 0.63
- Half Basketball Court
- Play Unit

Additional details about Dogwood Park can be found online at:

<http://www.orland-park.il.us/index.aspx?NID=624>

SCOPE OF SERVICES

The successful Proposer will create a written redesign plan for Dogwood Park, detailing all upgrades for the Project Location. The redesign must be approved by the Village's Director of Parks & Building Maintenance, or his designee.

The successful Proposer or team must be a company with proven expertise in park redesign. Emphasis will be given to companies that can demonstrate actual implementation and results of plans completed.

The following is a draft Project scope and, upon Contract award, may be revised in order to best meet the Project needs. The Village's Director of Parks & Building Maintenance, or his designee, will determine the precise scope of work and approach in collaboration with the successful Proposer.

In general, the Project will include the following tasks:

The successful Proposer must review and refresh the current Project Location design and deliver a final written redesign plan that utilizes visual aids, construction documents, drawings, maps and preliminary sketches to clarify suggestions and recommendations and includes, at minimum, the following components:

1. New park will include concrete curbing
2. Replacing the existing play unit with a new play unit. The current play unit is approximately 20 years old. Due to its' age, replacement parts are no longer available.
3. Wood play surface will be used as safety fall protection
4. Ensuring ADA accessibility at the Project Location
5. Keeping the half basketball court amenity in place at the Project Location
6. Meeting the needs of Village residents and visitors. As determined by the Village's Parks and Building Maintenance Department, the successful Proposer must meet in-person with Village residents at a Village facility and may be required to conduct a written survey.
7. Provide strategies to effectively implement the redesign plan at the Project Location
8. The Village will provide a survey of the area

BUDGET

The combined budget for redesign, construction and installation of new units at the Project Location is \$225,000.

The scope of this RFP only includes redesign work, and the Village will award the construction and installation services separately from this RFP. However, when submitting Proposals for this Project, Proposers are not required to, but may include a lump sum price for construction management services related to this Project.

PROJECT COMPLETION TIMEFRAME

The successful Proposer shall complete the Project not later than June 30, 2015 or a mutually agreed upon extension date with the Village. The exact Project schedule will be determined by the Village's Parks and Building Maintenance Department.

PROPOSAL SUBMISSION REQUIREMENTS

TECHNICAL PROPOSAL

In addition to the required forms in *Section II* of this RFP, Proposers must include the following (the “Technical Proposal) with their submittal:

1. **Operating history** - Provide background information on your company, including, but not limited to, the age of the business, the number of employees and pertinent financial data that will permit the Village to determine the capability of the your company to meet all contractual requirements.
2. **Qualifications** - List the abilities, qualifications, licenses and experience of the persons who would be assigned to the engagement and their experience on similar contracts.
3. **Redesign Services to be Provided** - Describe the services to be provided using a narrative or outline format. Include a list of redesign and construction documents you would provide.
4. **Price Breakdown** – Grand total prices should be included in *Section II*, on the Proposer Summary Sheet. However, Proposers shall also include a price breakdown detailing itemized prices for redesign services.

REQUIRED FORMS

Proposers shall complete and submit the requested forms in *Section II* of this RFP.

Proposer Summary Sheet – *Section II* includes the Proposer Summary Sheet which must be completed and submitted with the Proposal. Prices must include all permits, insurance, equipment, plant facilities, work and expense necessary to perform the work in accordance with the RFP. The submitted Proposal prices shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

Affidavit of Compliance – *Section II* includes the Affidavit of Compliance which must be completed, signed, notarized and submitted with the Proposal.

References – *Section II* includes the References form that must be completed and submitted with the Proposal. Proposers shall provide three (3) references for which they have performed similar work. By providing this information, Proposers grant Village permission to contact said references and ask questions regarding prior work performance. Village may use the information gained from Proposer’s references to further evaluate Proposer responsibility.

Insurance Requirements – *Section II* includes the Insurance Requirements which must be completed, signed and submitted with the Proposal. Proposers may submit with the Proposal a current policy Certificate of Insurance showing the insurance coverages the Proposer currently has in force.

SEALED PROPOSALS

Not later than 11:00 a.m., local prevailing time on March 26, 2015, all sealed Proposals must be submitted to the Village Clerk's Office in one (1) envelope labeled RFP # 15-009 – Redesign of Dogwood Park in the lower left hand corner and addressed to:

Village of Orland Park
Attn: Clerk's Office
14700 S. Ravinia Ave.
Orland Park, IL 60462

Oral, telephonic, telegraphic facsimile or electronically transmitted Proposals will not be considered. In order to be responsive, SEALED PROPOSALS must be signed and received by the Village of Orland Park in the Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462.

COPIES

Proposers must **submit three (3) complete, sealed and signed hardcopies of the Proposal**. One (1) hardcopy shall be an original unbound version, marked "Original" and must contain original signatures. The other two (2) hardcopies shall be complete, photocopied bound sets of the signed "Original" Proposal. Proposals shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

WITHDRAWAL OF PROPOSALS

Once submitted, no Proposal may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely Proposal. Any Proposal received after the time and date specified for opening, or any postponement thereof, will not be considered. Proposals shall be irrevocable for a period of ninety (90) calendar days after the Village opens them.

OTHER

Each Proposer is responsible for reading this RFP and determining that the Proposal Specifications describe the Project in sufficient detail. Proposers shall notify the Village of any inappropriate service, brand name, component, or equipment called for by the Village in this RFP and shall note in its Proposal the adjustments made to accommodate such deficiencies.

After Proposals have been opened, no Proposer shall assert that there was a misunderstanding concerning the nature of the Project or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a Proposer from its obligation to perform. All Proposals must be made in accordance with this RFP, which is on file and may be obtained for examination in the Village's Clerk's Office and are made part of this notice as though fully set forth herein.

GENERAL TERMS AND CONDITIONS

Assignment – The successful Proposer shall not assign the work of this Project without the prior written approval of the Village.

Changes in the Scope of Work - Changes in the contractual scope of work shall be preceded by a duly executed Change Order itemizing any change in the Contract sum or terms and conditions and, if required by the Village, approved by the Village Board of Trustees prior to acceptance of the Change Order.

Compliance with Laws – The Proposer shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the preparation of Proposals or the performance of the Contract. Proposer hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. Proposers and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Proposers are also required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Proposers are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

Confidentiality – As a unit of local government, the Village is subject to the Illinois Freedom of Information Act (FOIA) or 5 ILCS 140/1, et seq. as amended. Therefore, after award of the Contract, responses, documents, and materials submitted by the Proposer in response to this RFP will be made available for public inspection in accordance FOIA, unless otherwise determined by the Village Manager. Based upon the public nature of these RFPs, where applicable, a Proposer must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to FOIA.

Contract – Actual work cannot begin until the Village issues a written Notice to Proceed to the successful Proposer. In order to receive said Notice, the successful Proposer shall submit to the Village for its approval all the necessary contracts, bonds, and insurance. Village approval of the contracts, bonds, and insurance shall be evidenced by its issuance of the signed contract by the Village and the Notice to Proceed. The Village reserves the right to terminate the relationship with the successful Proposer if these documents are not submitted to and approved by the Village within ten (10) days of notice of Proposal award. *Section III* includes a sample standard contract, subject to modifications, that the successful Proposer will be required to enter into with the Village within ten (10) business days of notice of Proposal award (hereinafter referred to as the "Contract"). This Contract will be satisfied upon completion, inspection, acceptance, and final payment for the work performed. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

Guarantees and Warranties - All guarantees and warranties required shall be furnished by the Proposer if awarded the Contract and shall be delivered to the Finance Department before final payment on the Contract is issued. By submitting a Proposal, Proposer expressly warrants that materials and equipment furnished under the contract will be of good quality and new unless otherwise expressly required or permitted by the contract documents, that the work will be free from defects for one (1) year from the issuance of the final payment by the Village and deficiencies shall be corrected by the successful Proposer under its warranty immediately upon notification from the Village.

Incurred Costs – The Village will not be liable in any way for costs incurred by Proposers in replying to this RFP.

Indemnification - The successful Proposer shall indemnify, defend and hold harmless the Village, its trustees, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the Proposer, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Proposer, its officers, agents and/or employees arising out of , or in performance of any of the Contract provisions, including and claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act: or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Proposer shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Proposer shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Proposer shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

Inspections – The Village's Director of Parks or his designee reserves the right to make any Project inspections at any time.

Insurance – The successful Proposer shall produce and maintain for the term of the Contract, and any renewals or extensions thereof, the various insurance coverage requirements as stated on the enclosed Insurance Requirements certification in *Section II* of this RFP. **Proposers must sign and submit with the Proposal, the Insurance Requirements in Section II of this RFP, as recognition of the insurance coverages and amounts that will be required to be in place before the commencement of any work by the successful Proposer.** By signing this form, Proposers certify that in the event the Proposer does not already have the required insurance coverages in place, the Proposer has checked with their insurance carrier and verified that the coverages and endorsements requested will be able to

be obtained by the Proposer within ten (10) days after the date of the Notice of Award of the Contract. Certified copies of policies evidencing required insurance coverage and all certificates of insurance in connection therewith shall be furnished to the Village at its request prior to commencement of any work. All such policies shall name the Village as an additional insured and shall provide that the policy may not be terminated or canceled without at least thirty (30) days advance written notice to the Village, or, except upon prior written approval of the Village, materially changed. Proposers have the sole responsibility of verifying that the coverages and endorsements will be available for purchase and that they have made any and all inquiries necessary to satisfy this requirement and fully inform themselves in regards to any additional policy premiums the successful Proposer may incur as a result of obtaining said required coverage's. Proposers also represent that they have taken the insurance requirements into account and at Proposers' sole discretion, has factored this into the Proposal prices submitted. The successful Proposer is solely and entirely responsible for the payment of policy premiums and in no event will the Village be obligated to incur any additional expense, nor will the Village increase the amount of the Contract above the amount Proposal, as a result of any expense the successful Proposer may incur to satisfy the obligations required herein.

Negotiations –The Village reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this Project. The Village may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental, and other submissions provided by the Proposer during discussions or negotiations will be held by the Village as contractually binding on the successful Proposer.

Payments – Payment terms will be made pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) after receipt of the successful Proposer's dated invoice. For payment, submit invoices electronically to accountspayable@orlandpark.org and include the following information:

- Successful Proposer's Name and address
- The Village's Purchase Order number
- Dates of service
- Dollar Amount Being Requested
- Current invoice amount

Invoices for payment must be approved by the Village's Director of Parks or his designee. Upon the Village's request, invoices for progress payments must include supporting documentation such as packing slips, subcontractor's invoice and material invoices.

Period of Performance – The successful Proposer shall complete the Project not later than June 30, 2015 or a mutually agreed upon extension date with the Village. The exact Project schedule will be determined by the Village's Parks and Building Maintenance Department. The Contract will expire upon completion, inspection, acceptance and final payment for the work/goods/services performed or June 30, 2015, which occurs first. Certain provisions of the Contract shall survive expiration or termination of the Contract.

Sales Tax Exemption – In order to obtain a Tax Exemption Certification for sales tax exemption on purchases directly related to work being done for this Project, the successful

Proposer must complete the Village's Sales Tax Exemption Number Authorization Form. The successful Proposer may email purchasing@orlandpark.org for a copy of this form.

EVALUATION OF PROPOSALS/PROPOSERS

Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

The Village will evaluate proposals based on the best overall value including experience, operating history, qualifications, pricing, responsiveness to the RFP and the experience of the Village and other purchasers with the Proposers.

The Village reserves the right to award this Contract without discussion, therefore Proposers should put forth their best efforts in preparing proposals to permit a thorough evaluation.

If this Project requests unit prices or individual pricing for multiple items, and the Grand Total Proposal Price does not match the summation of the items listed, at the Village's sole discretion, the Grand Total Proposal Price may govern over the unit prices or individual pricing for multiple items listed.

The Village reserves the right to accept any Proposal, any part or parts thereof, or to reject any and all Proposals. The Village reserves the right to waive minor informalities or irregularities in the Proposals received, to accept any Proposal deemed advantageous to the Village, or to reject any and all Proposals submitted. Conditional Proposals, or those which take exception to the RFP documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

The Village award will be made within ninety (90) calendar days after the date of the Proposal opening, or any mutually agreed extension thereof. Award of the Contract is subject to approval by the Village's Board of Trustees.

PROPOSAL SUBMITTAL CHECKLIST

In order to be responsive, each Proposer must submit the following items:

- A. A **Technical Proposal** as described in this RFP
- B. Signed and completed **Required Forms** from *Section II*:
 1. Proposer Summary Sheet
 2. Affidavit of Compliance
 - Business Organization
 - Eligibility to Enter Into Public Contracts
 - Sexual Harassment Policy
 - Equal Employment Opportunity Compliance
 - Tax Certification
 - Authorization & Signature
 3. Three (3) References
 4. Insurance Requirements

- C. **Three (3) sealed hardcopies of the Proposal:** Not later than the submittal deadline, Proposers must submit three (3) complete, sealed and signed hardcopies of the Proposal. One (1) hardcopy shall be an original unbound version, marked "Original" and must contain original signatures. The other two (2) hardcopies shall be complete, photocopied bound sets of the signed "Original" Proposal.

Submit your proposals in one (1) envelope labeled RFP # 15-009 – Redesign of Dogwood Park in the lower left hand corner and addressed to:

Village of Orland Park
Attn: Clerk's Office
14700 S. Ravinia Ave.
Orland Park, IL 60462

- D. **Acknowledgement of Addendum (if applicable):** Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the Proposal submission. A Proposer's failure to include a signed formal Addendum in its Proposal submission may deem its Proposal non-responsive.

II – REQUIRED FORMS

PROPOSER SUMMARY SHEET

RFP #15-009 – Redesign of Dogwood Park
Project Name

Business Name: _____

Contact Person Name and Title: _____

Address (Street, City, State, Zip Code): _____

Phone: (____) _____ Fax: (____) _____

E-mail Address: _____

PRICE PROPOSAL

<u>REDESIGN PROJECT</u>	
GRAND TOTAL REDESIGN PROJECT PRICE:	\$ _____

<u>CONSTRUCTION MANAGEMENT (optional)</u> Proposers are not required to submit pricing for the construction management option, and therefore this section may be left blank.	
GRAND TOTAL CONSTRUCTION MANAGEMENT PRICE:	\$ _____

AFFIDAVIT OF COMPLIANCE

Proposers shall complete this Affidavit of Compliance. Failure to comply with all submission requirements may result in a determination that the Proposer is not responsible.

The undersigned _____, as _____,
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)

and on behalf of _____, certifies that:
(Enter Name of Business Organization)

1) **BUSINESS ORGANIZATION:**

The Proposer is authorized to do business in Illinois: Yes [] No []

Federal Employer I.D. #: _____
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

- Sole Proprietor
- Independent Contractor (*Individual*)
- Partnership
- LLC
- Corporation _____
(State of Incorporation) (Date of Incorporation)

2) **ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS:** Yes [] No []

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) **SEXUAL HARRASSMENT POLICY:** Yes [] No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public

contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [] No []

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, 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 Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-

responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) TAX CERTIFICATION: Yes [] No []

Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Proposer set forth on the Proposal Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Affidavit are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Signature of Authorized Officer

Name of Authorized Officer

Title

Date

Subscribed and Sworn To
Before Me This _____ Day
of _____, 20__.

Notary Public Signature

NOTARY SEAL

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Proposer's Name: _____
(Enter Name of Business Organization)

1. ORGANIZATION _____

ADDRESS _____

PHONE NUMBER _____

CONTACT PERSON _____

PROJECT NAME _____

YEAR OF PROJECT _____

2. ORGANIZATION _____

ADDRESS _____

PHONE NUMBER _____

CONTACT PERSON _____

PROJECT NAME _____

YEAR OF PROJECT _____

3. ORGANIZATION _____

ADDRESS _____

PHONE NUMBER _____

CONTACT PERSON _____

PROJECT NAME _____

YEAR OF PROJECT _____

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident
\$500,000 – Policy Limit
\$500,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit
Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence
\$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence
\$2,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

PROFESSIONAL LIABILITY

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverages required of the Contractor, excluding Professional Liability, shall be **specifically endorsed** to identify ***“The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.”*** If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage’s. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best’s Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor’s obligation to provide all of the above insurance.

The Proposer agrees that if selected as Contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village’s relationship with the selected Proposer.

ACCEPTED & AGREED THIS ____ DAY OF _____, 2015

Signature

Authorized to execute agreements for:

Printed Name & Title

Name of Company