



## LEGAL NOTICE

### VILLAGE OF ORLAND PARK **INVITATION TO BID # 15-025** DOGWOOD PARK CONSTRUCTION SERVICES

The Village of Orland Park, Illinois is requesting bids for construction services at Dogwood Park. The Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462 will receive sealed bids **until 11:00 A.M. local time on Monday, October 5, 2015** at which time all bids received will be publicly opened and read aloud at Village Hall, 14700 S. Ravinia Avenue, Orland Park, Illinois, 60462, before the Village Manager or his designee.

The specifications are on file, available for inspection at the Office of the Village Clerk and online on the Village's website [www.orlandpark.org](http://www.orlandpark.org).

No bid shall be withdrawn after the opening of the bids without the consent of the Village for a period of sixty (60) days after the scheduled time of bid opening.

Each bid must be accompanied by a bid bond, certified or cashier's check in the amount of ten percent (10%) of the total amount of the bid, made payable to the Village of Orland Park, as a guarantee that the successful Bidder will furnish satisfactory performance and payment bonds in the full amount of the executed Contract and proceed with the Project. The successful Bidder will be required to furnish a Performance and Payment Bond equal to one hundred percent (100%) of the total Contract price in accordance with the provisions stated in the Invitation to Bid.

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

Bidders must comply with all provisions of State of Illinois and federal laws concerning public works projects including but not limited to the Illinois Prevailing Wage Act, 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



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## VILLAGE OF ORLAND PARK, ILLINOIS

### INVITATION TO BID #15-025

### DOGWOOD PARK CONSTRUCTION SERVICES

#### ISSUED

September 16, 2015

#### BID OPENING

October 5, 2015  
11:00 A.M.

#### SUBMIT SEALED BIDS TO:

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

**VILLAGE OF ORLAND PARK, ILLINOIS  
BID #15-025**

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## **SECTION I – INSTRUCTIONS TO BIDDERS**

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### **SUMMARY**

The Village of Orland Park (the “Village”) prepared this Invitation to Bid (the “ITB”) to solicit Contractors who can complete construction services at Dogwood Park located at located at 14946 Dogwood Drive, Orland Park, Illinois, 60462 (the “Project Location”).

### **Contact & Questions**

Cynthia Pietrucha, Purchasing Administrator  
Finance Department, Village of Orland Park  
E-mail: [cpietrucha@orlandpark.org](mailto:cpietrucha@orlandpark.org)  
Phone: (708) 403-6195

Any **questions** regarding this bid must be submitted **not later than noon on Monday, September 28, 2015**. Questions must be submitted in writing to Cynthia Pietrucha, Purchasing Administrator. E-mail is the preferred method of communicating.

### **BID SPECIFICATIONS**

The Bid Specifications for this ITB #15-025 are attached as *Exhibit B – Bid Specifications*.

### **About Dogwood Park**



Dogwood Park is an older park with an acreage of 0.63. Dogwood Park has served the neighborhood well and attracts local attendees, but it is need of a total update. In order to move forward with an update, in Spring 2015 the Village solicited proposals for a redesign

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of Dogwood Park. After reviewing the proposals submitted, the Village awarded a redesign and construction management contract to Landtech Design, Ltd. of Oswego, Illinois. Landtech Design helped the Village create a written redesign plan, detailing all upgrades for the Project Location.

**BID SUBMISSION REQUIREMENTS**

**Addenda**

Before the bid opening, the Village will make available to the public answers to questions or any modifications or additions to this Project or ITB in the form of a written addendum. Bidders may find addenda and **sign up for Bid Posting e-mail alerts** on the Village's website at [www.orlandpark.org/bids.aspx](http://www.orlandpark.org/bids.aspx). Bidders 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 Bidder 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 Bidder or relieve him from fulfilling any of the conditions and obligations set forth in this ITB. In the event of conflict with the original ITB documents, addenda shall govern to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

**Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive

**Bid Bond**

Each bid must be accompanied by a bid deposit, as earnest money, in the form of a bid bond, a certified check or cashier's check, drawn on a responsible bank, made payable to the *Village of Orland Park* for ten percent (10%) of the total amount of the bid price. After Contract award, the Village will return deposits to unsuccessful Bidders.

**Only one (1) original bid bond document is required.** Please include the original in the unbound copy, and provide photocopies in the bound bid copies.

**Copies**

Bidders must submit **four (4) complete, sealed, signed and attested hardcopies of the bid.** One (1) hardcopy shall be an **original unbound** version, marked "Original" and must contain original signatures. One (1) hardcopy shall be an **original bound** version, marked "Original" and must contain original signatures. The final two (2) hardcopies shall be complete, identical, **bound copies** of the bid. Bids shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each

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copy in order to be considered responsive.

**Other**

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

After bids have been opened, no Bidder 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 Bidder from its obligation to perform. All bids must be made only on the forms provided by the Village and must be made in accordance with this ITB, which is on file and may be obtained for examination in the Clerk's Office at the above address and are made part of this notice as though fully set forth herein.

**Questions**

Bidders may, in writing, ask questions or request clarification about this ITB. The question deadline for this ITB is at noon on Monday, September 28, 2015. **Only written inquiries directed to the contact listed and received by the question deadline will be given consideration.** No oral comments will be made to any Bidder as to the meaning of the Bid Specifications or other bid documents.

**Required Forms**

Bidders shall provide all the information requested in *Section II* of this ITB.

1. **Bidder Summary Sheet** – *Section II* includes the Bidder Summary Sheet which must be completed, signed and submitted with the bid. Prices must include all permits, insurance, equipment, work and expense necessary to provide the Vehicle. The submitted bid price(s) shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.
2. **Affidavit of Compliance** – *Section II* includes the Affidavit of Compliance which must be completed, signed, notarized and submitted with the bid.
3. **References** – *Section II* includes the References form that must be completed and submitted with the bid. Bidders shall provide three (3) references for which they have performed similar work. By providing this information, Bidders grant Village permission to contact said references and ask questions regarding prior work performance. Village may use the information gained from Bidder's

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references to further evaluate Bidder responsibility.

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

**Sealed Bids Required**

In order to be responsive, SEALED BIDS 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, **not later than 11:00 a.m., local prevailing time on October 5, 2015.** Oral, telephonic, telegraphic facsimile or electronically transmitted bids will not be considered.

Bidders must submit bids in one (1) envelope labeled *Bid # 15-025 – Dogwood Park Construction Services* in the lower left hand corner. All sealed bids must be submitted to the Village Clerk's Office. All sealed bids submitted properly will be opened publicly and read aloud immediately following the stated submission time for the Project.

**Withdrawal of Bids**

Once submitted, no bid may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely bid. Any bid received after the time and date specified for opening, or any postponement thereof, will not be considered. Bids shall be irrevocable for at minimum sixty (60) calendar days after the Village opens them.

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**GENERAL TERMS AND CONDITIONS**

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

**Bid Price** - The submitted bid prices shall include all permits, insurance, bonds, goods/materials/equipment, plant facilities, work and expense necessary to perform the work in accordance with the Bid Specifications in this ITB. The submitted bid price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt. The Bid Specifications describe the standards of construction and are not intended to describe a particular manufacturer's product.

**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 Bidder 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 bids or the performance of the Contract. Bidder 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. Bidders 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. Bidders 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. Bidders 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 Bidder in response to this ITB will be made available for public inspection in accordance FOIA, unless otherwise determined by the Village Manager. Based upon the public nature of these ITBs, where applicable, a Bidder 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 Bidder. In order to receive said Notice, the successful Bidder shall submit to the Village for its approval all the necessary contracts, bonds, and insurance. Village approval of



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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 Bidder if these documents are not submitted to and approved by the Village within ten (10) days of notice of bid award. *Section III* includes a sample standard contract, subject to modifications, that the successful Bidder will be required to enter into with the Village within ten (10) business days of notice of bid 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.

**Equals** - Any references in this ITB to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended to be descriptive but not restrictive and only to indicate articles or materials that will be satisfactory. Equipment and materials are specified, but bids on other makes will be considered, provided each Bidder clearly states on the face of their bid exactly what is proposed to be furnished. Unless so stated in the bid, it shall be understood that the Bidder intends to furnish the item specified and does not propose to furnish an "equal." The Village hereby reserves the right to approve as an equal, or to reject as not being an equal any article the bidder proposes to furnish which contains minor or major variations from specification requirements, but which may comply substantially therewith.

**Guarantees and Warranties** - All guarantees and warranties required shall be furnished by the bidder if awarded the Contract and shall be delivered to the Finance Department before final payment on the Contract is issued. By submitting a bid, Bidder 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 Bidder under its warranty immediately upon notification from the Village.

**Indemnification** - The successful Bidder 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 Bidder, 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 Bidder, 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 Bidder 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.

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The Bidder 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 Bidder 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 reserves the right to make any Project inspections at any time.

**Insurance** – The successful Bidder shall purchase and maintain, at all times during the performance of the work under this Contract, insurance coverage and endorsements, including Worker's Compensation, Automobile Liability, Comprehensive General Liability and Excess Liability, in the amounts set forth in the Village's Insurance Requirements attached in Section II of this ITB. Bidders must sign and submit with the bid, the Insurance Requirements in Section II of this ITB, 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 Bidder. By signing this form, Bidders certify that in the event the Bidder does not already have the required insurance coverages in place, the Bidder has checked with their insurance carrier and verified that the coverages and endorsements requested will be able to be obtained by the Bidder within ten (10) days after the date of the Notice of Award of the Contract.

Bidders 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 Bidder may incur as a result of obtaining said required coverage's. Bidders also represent that they have taken the insurance requirements into account and at Bidders' sole discretion, has factored this into the bid prices submitted. The successful Bidder 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 bid, as a result of any expense the successful Bidder may incur to satisfy the obligations required herein.

**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 Bidder's dated invoice. For payment, submit invoices electronically to [AccountsPayable@orlandpark.org](mailto:AccountsPayable@orlandpark.org) and include the following information:

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

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- Invoices from subcontractors
- Lien Waivers from subcontractors

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

**Performance Bond** –When the Contract is executed with the successful Bidder, the deposits of the other remaining unsuccessful bidders will be returned or otherwise caused to be cancelled. The bid deposit of the successful Bidder will be retained until Payment and Performance Bonds and Insurance Certificates have been received and approved, at which time the bid bond will be returned. A Payment and Performance Bond, in the amount of one hundred percent (100%) of the contract price, with a corporation surety satisfactory to the Village, will be required to assure performance of the Contract. Any attorney-in-fact who signs any bond must attach to each bond an effective copy of his power of attorney, the date of the bond specifically including such date within the authority conferred thereby. Payment and Performance Bonds must be provided by a company listed in Federal Register Circular 570, latest revision, Surety Companies Acceptable on Federal Bonds, and a Financial Rating of V or better as published by Best's Key Rating Guide, latest edition. Additionally, the bonding firm must be registered to do business in Illinois by the State of Illinois Department of Insurance. In case of failure of the successful Bidder to timely provide the Payment and Performance Bonds and Certificate of Insurance, the Village may at its option, declare the Bidder in default of the Contract, in which case the bid deposit accompanying the bid shall be forfeited to, and shall become the property of the Village. The Village may elect either to accept the next lowest responsible bid, or re-advertise for new bids and take such other actions as are provided for under the default termination provisions of the Contract. Execution of the Contract by the Village will be contingent upon provision of the required bonds and insurance certificates. A "Notice to Proceed" will not be issued and work may not commence until required payment and performance bonds are in place.

**Period of Performance** – The successful Bidder must complete the Project not later than April 29, 2016. The Contract will expire upon completion, inspection, acceptance and final payment for the work/goods/services performed or April 29, 2016 which occurs first. Certain provisions of the Contract shall survive expiration or termination of the Contract.

**Permits** – The successful Bidder shall obtain all required permits, licenses, fees, inspections and certifications required of or by the Project. To determine what permits and licenses are required, the successful Bidder shall contact the Village's Department of Development Services at [developmentservices@orlandpark.org](mailto:developmentservices@orlandpark.org).

Bidders may browse licenses and registrations on the Village's website at <http://www.orland-park.il.us/index.aspx?NID=444>.

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**Prevailing Wages** - In the manner and to the extent required by law, this Project is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a contractor or any subcontractor of a contractor bound to this agreement who is performing services covered by this Contract.

**Retention** – Ten percent (10%) of the amount due will be retained from payments for completed work. When final acceptance is obtained the retention will be released in its entirety. Additional amounts, as determined by the Village's Director of Parks or his designee, may be withheld, until final acceptance is given. The retained amount will be authorized for payment only after all work is accepted as complete and satisfactory by the Director of Parks or his designee.

**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 Bidder must complete the Village's Sales Tax Exemption Number Authorization Form. The successful Bidder may email [purchasing@orlandpark.org](mailto:purchasing@orlandpark.org) for a copy of this form.

**EVALUATION OF BIDS/BIDDERS**

The Contract shall be awarded to the lowest responsive, responsible Bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price, financial responsibility of the bidder, completion date, responsiveness to the specifications, and the experience of the Village and other purchasers with the Bidders.

**Prices must include all permits, insurance, equipment, plant facilities, work and expense necessary to perform the work in accordance with the Bid Specifications. The submitted bid price(s) shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.**

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

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

The Village award will be made within sixty (60) calendar days after the date of the bid opening, or any mutually agreed extension thereof. Award of the Contract is subject to approval by the Village's Board of Trustees.

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The Village may elect to enforce its Local Vendor Purchasing Policy as specified in *Section III, Exhibit A*. The Village may also conduct a pre-award facility survey. This survey may include, but is not limited to, determining if the Bidder has the experience, capability, necessary facilities and financial resources to complete the contract in a satisfactory manner within the required time. The Village may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work in conformity with the Contract documents, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request.

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**SUBMITTAL CHECKLIST**

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

1. **Four (4) sealed hardcopies of the bid:** Not later than the bid opening, Bidders must submit bids in one (1) envelope labeled *Bid # 15-025 – Dogwood Park Construction Services* 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

2. **Bid Bond** for ten percent (10%) of the bid price. Include the original document in the unbound bid copy.
3. **Signed and completed forms** from **Section II:**
  - a. Bidder Summary Sheet
  - b. Affidavit of Compliance (*notarization required*)
  - c. References (*3 total*)
  - d. Insurance Requirements
4. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

# **SECTION II: REQUIRED BID SUBMISSION DOCUMENTS**

## **BIDDER SUMMARY SHEET**

Bid #15-025 – Dogwood Park Construction Services

Project Name

Business Name: \_\_\_\_\_

Contact Person Name & Title: \_\_\_\_\_

Address (Street, City, State, Zip Code): \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ E-mail Address: \_\_\_\_\_

### **PRICE PROPOSAL**

<b>GRAND TOTAL BID PRICE</b>	\$ _____
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### **AUTHORIZATION & SIGNATURE**

Name of Authorized Signee: \_\_\_\_\_

Signature of Authorized Signee: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## AFFIDAVIT OF COMPLIANCE

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

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The undersigned \_\_\_\_\_,  
*(Enter Name of Person Making Affidavit)*

as \_\_\_\_\_,  
*(Enter Title of Person Making Affidavit)*

and on behalf of \_\_\_\_\_,  
*(Enter Name of Business Organization)*

certifies that Bidder is:

**1) A BUSINESS ORGANIZATION: Yes [ ] No [ ]**

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

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

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

**2) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes [ ] No [ ]**

The Bidder is authorized to do business in the State of Illinois.

**3) ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS: Yes [ ] No [ ]**

The Bidder 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.



**4) SEXUAL HARRASSMENT POLICY COMPLIANT: 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."

**5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes [ ] No [ ]**

During the performance of this Project, Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder and any person under which any portion of the Bidder'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 Bidder or other organization and its customers.

In the event of the Bidder'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 Bidder 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.

**6) PREVAILING WAGE COMPLIANCE:      Yes [ ]    No [ ]**

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

In accordance with Public Act 94-0515, the Bidder will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Bidder is aware that knowingly filing false records is a Class B Misdemeanor.

**7) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM:      Yes [ ]    No [ ]**

Bidder participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

**Name of A&T Program:** \_\_\_\_\_

**Brief Description of Program:** \_\_\_\_\_

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**8) TAX COMPLIANT:    Yes [ ]    No [ ]**

Bidder 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.

**AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid 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 in this bid, 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**

## **INSURANCE REQUIREMENTS**

*Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's*

### **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

Any insurance policies providing the coverages required of the successful Bidder, 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. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words “endeavor to” and “, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives” must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best’s Key Rating Guide. Permitting the successful Bidder, 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 successful Bidder’s obligation to provide all of the above insurance.

Bidders agree that if they are the successful Bidder, within ten (10) 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 bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized to execute agreements for:

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Name of Company

## REFERENCES

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

**Bidder's Name:** \_\_\_\_\_  
(Enter Name of Business Organization)

1. ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

YEAR OF PROJECT \_\_\_\_\_

2. ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

YEAR OF PROJECT \_\_\_\_\_

3. ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

YEAR OF PROJECT \_\_\_\_\_

## SECTION III: EXHIBITS

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### EXHIBIT A LOCAL VENDOR PURCHASING POLICY

The Village believes it is important to provide local vendors with opportunities to provide goods and services to Orland Park. This belief is based upon the fact that the active uses of commercial properties in the Village benefits the community through stabilization of the property tax base, the creation of local sales tax and the provision of employment opportunities for citizens of the community and surrounding region.

In an effort to promote the aforementioned benefits, the Village wishes to provide local vendors with preferential treatment when competing for contracts with the Village. A local vendor is defined as a business that has an actual business location within the corporate boundaries of Orland Park and is licensed by the Village. The Village will not award a contract to a local vendor when the difference between the local vendors bid and the otherwise lowest responsive and responsible bid exceeds the applicable percentage indicated below. As such, when considering contracts, the Village reserves the right to forego the lowest responsive and responsible bid in favor of a local vendor under the following circumstances:

<u>Contract Value</u>	<u>Range (up to a maximum of)</u>
\$0 - \$250,000	2.00%
\$250,000 - 1,000,000	1.50%
\$1,000,000 - 2,000,000	1.00%
Greater than \$2,000,000	\$20,000

Under no circumstance will any contract be awarded to a local vendor when the local vendor's bid exceeds the lowest responsive and responsible bid by \$20,000 or more.

This Policy shall ONLY apply if formal notice of the aforementioned criteria is provided as part of the bid specifications. In addition, it should be noted that the Village shall not be obligated to forego the low bidder in favor of the local vendor under any circumstances. However, this Policy simply provides the Village with the option of doing so when applicable. Furthermore, this Policy shall not apply in any situation where any portion of the contract amount is being paid with funds other than Village monies. Specifically, this Policy shall not apply in any situation where the Village has received a grant or otherwise received a source of funds other than its own funds.