



# **VILLAGE OF ORLAND PARK, ILLINOIS**

## **LIMITED INVITATION REQUEST FOR PROPOSALS RFP #16-014**

### **ORLAND PARK TRIANGLE IMPROVEMENTS**

#### **ISSUED**

Friday, March 18, 2016

#### **PROPOSALS DUE**

Thursday, April 7, 2016  
11:00 A.M.

#### **SUBMIT SEALED PROPOSALS TO:**

OFFICE OF THE VILLAGE CLERK  
14700 SOUTH RAVINIA AVENUE  
ORLAND PARK, ILLINOIS 60462

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- Unit Price Sheet (***\*Required Form*** under separate cover)
- Special Provisions (*under separate cover*)
- Sample Agreement (*under separate cover*)
- Roadway Improvement Plans for Jefferson Avenue Extension dated March 17, 2016 (*under separate cover*)
- Site Improvement Plans for UCM Orland Park Ambulatory Center last revised date March 17, 2016 (*under separate cover*)
- Site Electrical Plans for UCM Orland Park Ambulatory Center consisting of three sheets.

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**I. INSTRUCTIONS TO PROPOSERS**

**OVERVIEW**

The Village of Orland Park (“Village”) is requesting proposals for improvements at the Orland Park Triangle project. See the Plans and Specifications prepared by the SPACECO, Inc. for details on the Project. Proposals must include a list of services, equipment and goods to be provided in accordance with the following requirements.

Proposals must be submitted no later than **11:00am, local time, on Thursday, April 7, 2016**. No consideration will be given to proposals received after the above stated date and time. All proposals submitted must include all information and documents as requested in this RFP. No oral or electronic proposals, including those sent by facsimile or via e-mail, will be accepted or considered. All proposals received after the submittal time will be rejected and returned unopened. Failure to follow these instructions may result in rejection of the proposal.

**THE VILLAGE RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY IRREGULARITIES.**

CONTACT PERSON

QUESTIONS REGARDING THIS REQUEST FOR PROPOSAL SHOULD BE IN WRITING AND DIRECTED TO:

**Kurt Corrigan  
Village of Orland Park  
Email: [kcorrigan@orlandpark.org](mailto:kcorrigan@orlandpark.org)  
Fax: 708-403-6123**

**By noon on Thursday, March 31, 2016**

No oral comments will be made to any Proposer as to the meaning of the RFP and Specifications or other contract documents. Answers will be provided in writing to all proposers. Proposers will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Proposer should have been aware and the Village will reject all claims related thereto.

Before the submission deadline, the Village will make available answers to questions or any modifications or additions to this Project or RFP in the form of a written addendum.

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Proposers will not be relieved of obligations due to failure to examine or receive documents 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 submission.** A Proposer's failure to include a signed formal Addendum in its proposal submission may deem the proposal non-responsive

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

## **REQUIREMENTS OF PROPOSAL**

### **Scope of Services**

The Village is requesting proposals for construction of Jefferson Avenue, B Street, and a parking lot to serve the proposed UCM Orland Park Ambulatory Center as shown on the plan sets accompanying this proposal.

### **Special Conditions**

All work shall be performed in accordance with the latest editions of the following: Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction" along with the latest edition of "Supplemental Specifications and Recurring Special Provisions" (collectively the "SSRBC"), the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Standard Specifications for Water and Sewer Main Construction in Illinois."

Additionally, the contractor shall submit a construction schedule prior to starting any work, and shall submit weekly progress reports until all work is completed.

**The form of proposal included with this RFP in Section II must be completed in full and signed by an officer with authority to execute contracts. All documents in Section II must be completed and submitted with the proposal.**

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**Qualifications**

Proposers shall provide a list of two (2) projects completed by the contractor utilizing the materials, equipment, and construction methods specified in this proposal. This list shall contain the following information for each of the projects:

1. Project Location
2. Owner of project
3. Owner's representative, address and telephone number
4. Description of work performed, including materials and equipment
5. Total cost of the project
6. Date of completion

Proposers grant Village permission to use this information to contact references and ask questions regarding prior work performance. Information gained from proposer's references will be used by the Village to further evaluate the proposer's qualifications.

The contract, if awarded, may not be transferred or assigned by the Proposer.

**GENERAL PROVISIONS**

**Contract**

The successful proposer will be required to enter into a standard form contract, subject to modifications (see Section III), with the Village of Orland Park and to submit all necessary insurance certificates within ten (10) business days of receiving notice that it has been awarded the contract (hereinafter referred to as the "Contract"). The contract(s) will be modified to incorporate the terms of this RFP and any pertinent documents included with the selected contractors accepted and approved proposal. The Village reserves the right to terminate the relationship with the successful proposer if the required documents are not submitted to and approved by the Village within ten (10) business days of receiving notice of the award of the contract.

The work to be performed by the successful proposer for the UCM Parking Lot and Jefferson Avenue Extension Cost and B Street (STA 10+00-10+97) shall be started no later than September 1, 2016 and fully complete, including punchlist items, by September 30, 2016. All other work shall be substantially complete and open to traffic, on or before September 30, 2016, and fully complete, including punchlist items, by October 28, 2016. The work schedule and sequencing to be performed by the successful proposer shall be coordinated with the work schedules and sequencing of the construction activities underway and ongoing within the immediate area, to be negotiated with the contractor selected for the project. Alternate #1, #2 and #3 schedules also to be negotiated with the contractor selected for the project.

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Liquidated damages shall be assessed daily after October 28, 2016 if the work is not complete.

Should the Contractor neglect, refuse, or fail to complete the work under the contract by October 28, 2016, and in view of the difficulty of estimating with exactness the damages caused by such delay, the Village will have the right to charge the Contractor for each and every calendar day that the work is not complete according to the Village's Plans and Specifications, as liquidated damages and not a penalty. This amount shall be calculated as shown in the ***Schedule of Deductions for Each Day of Overrun in Contract Time***, per ***Article 108.09: Failure to Complete the Work on Time*** of the ***Illinois Department of Transportation Standard Specifications for Road and Bridge Construction*** in its latest edition.

**Length of Contract**

This contract will expire upon completion, inspection, acceptance, and final payment for the work/goods/services performed. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

**Proposal Price** - The submitted proposal price shall include all permits, insurance, goods/materials/equipment, plant facilities, work and expense necessary to perform the work in accordance with the Specifications included in this request for proposal. The submitted proposal price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

Please provide a Total Cost on the Proposal Summary Sheet located in Section II and unit prices and extended amounts for each item, on the Unit Price Sheet.

Each component of the base bid will be evaluated independently and all or none may be chosen to be performed. At the Village's sole discretion the components of the base bid may be awarded to different proposers.

The Village is also soliciting alternate bids for three additional scopes of work. At the Village's sole discretion the work covered in the alternate bids may be chosen to be performed with the work to be performed in the base bid, deferred until calendar year 2017, or chosen to not be provided. Each alternate will be evaluated independently of the other alternates and all or none may be chosen to be performed. At the Village's sole discretion the components of the alternate bids may be awarded to different proposers.

The Village is also soliciting unit prices for selected line items. These unit prices shall be used as a basis of payout once these line item quantities are determined.

The Village is providing allowances that shall be used at their direction for additional work. Allowances provided shall be carried in the total cost. Use of allowances shall be at the sole direction of the Village.

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**Payments** – Payment terms shall be pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) after receipt by the Village of Contractor's Dated Invoice, Contractor's Sworn Statement, and Lien Waiver for the amount being requested. Invoices should include the following information:

- Name and address of contractor
- Purchase order number
- Dates of service
- Previous retainage to date
- Current invoice amount
- Invoices from subcontractors
- Lien Waivers from subcontractors
- Current retainage
- Total retainage amount including current invoice
- Certified Payrolls

Invoices for payment must be approved by the Transportation and Engineering Manager. **Ten percent (10%) of the amount due will be retained from payments for completed work.** Additional amounts, determined by the Transportation and Engineering Manager 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 Transportation and Engineering Manager

The Village has the right to request photocopies of cancelled checks from the Contractor to his subcontractors, manufacturers, and suppliers, etc., as well as, certified payrolls. Copies of these cancelled checks and payrolls along with all applicable Lien Waivers shall accompany each pay request and shall be submitted for the month previous to the amount shown on the pay request minus retainage.

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

**Incurring Costs**

The Village of Orland Park will not be liable in any way for any costs incurred by the respondents in replying to this RFP.

**Confidentiality**

After award of the contract, all responses, documents, and materials submitted by the proposer pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Village Manager. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village of Orland Park. Based upon the public nature of these

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RFP's, a proposer must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to the Illinois Freedom of Information Act.

**Assignment**

Successful proposer shall not assign the work of this Project without the prior written approval of the Village.

**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 shall make all necessary applications for a federal employer identification number, state sales tax number and a payroll tax number; and file all tax returns as required by law.

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. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors 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. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed.

Not less than the Prevailing Rate of Wages as found by the Village of Orland Park or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Contract. If awarded the Contract, contractor must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records to the Village Clerk. Contractor and subcontractors shall be 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. Contractor and subcontractor 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.



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Any contractor doing work in the Village must obtain a Contractor's license from the Village of Orland Park Development Services Department, as may be required by Village code.

**Insurance Requirements**

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. Proposers are required to sign said Insurance Requirements Certification as part of their proposal; by signing said Certification, Proposer is confirming its knowledge and acceptance of all Village of Orland Park insurance requirements.

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 operating the concession facility. 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.

**Indemnification**

The Proposer shall indemnify and hold the Village, its trustees, officers, agents and employees harmless from all liability, claims, liens, losses, or causes of action for property damage, personal injury or death, or other damages, judgments, costs, damages and expenses of whatsoever kind including reasonable attorneys' fees and costs, which may in any way be suffered by the Village or any of its trustees, officers, agents or employees, or which may accrue against or be charged to or recovered from the Village or its trustees, officers, agents or employees by reasons of or in consequence of the Concession granted, as aforesaid, or which arise out of or are founded upon the activities or operations of Proposer; or for on account of any act or omission by Proposer or by any employee, agent, or representative of Proposer's in or about the concession. Proposer shall defend all such claims in the name of the Village and shall pay for all reasonable attorney's fees and expenses of the Village incurred as a result thereof.

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**PROPOSAL SUBMISSION REQUIREMENTS**

Proposer must submit two (2) complete, signed and attested copies of the proposal, and one (1) complete, identical, unbound copy of the proposal and shall have provided all requested information, and submitted all appropriate forms, narratives, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. All copies shall be the forms with the original signatures.

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.

Each proposer is responsible for reading the RFP documents and determining that the Specifications describe the work to be performed in sufficient detail. Failure of a proposer to do so shall not relieve the proposer of any obligation with respect to said proposal. After proposals have been opened, no proposer shall assert that there was a misunderstanding concerning the nature of the work to be done and no such claim shall relieve a proposer from its obligation to perform. All proposals must be made only on the forms provided by the Village and must be made in accordance with this Request for Proposal all of which are on file and may be obtained for examination in the Village of Orland Park Clerk's Office 14700 S. Ravinia Ave. Orland Park, IL 60462 and are made part of this notice as though fully set forth herein.

**Certifications**

All certifications and forms in Section II must be completed and submitted with the proposal.

**Insurance**

Contractor shall purchase and maintain, at all times during the performance of the work under this Contract, insurance coverage, 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. Proposers must sign and submit with the proposal, the Insurance Requirements page, as recognition of the insurance coverages and amounts (hereinafter referred to as "coverage(s)") that will be required to be in place before the commencement of any work by the successful proposer.

Please submit with the proposal, a current policy Specimen Certificate of Insurance showing the insurance coverages the proposer currently has in force.

Execution of the Contract by the Village will be contingent upon provision of the required insurance certificates to be provided by the contractor, sub-contractor and installers. A

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“Notice to Proceed” will not be issued and work may not commence until the required Certificates of Insurance are submitted to the Village.

**Proposal Deposit**

Each proposal must be accompanied by a proposal 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 order of the Village of Orland Park for 10% of the total amount of the base proposal price. As soon as the proposal prices have been compared, the Village will return the deposit of all except the three lowest proposers.

**Payment and Performance Bond**

When the Contract is executed with the final successful proposer, the remaining deposits of the unsuccessful proposers will be returned or otherwise caused to be cancelled. The proposal deposit of the successful proposer 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 proposer to timely provide the Payment and Performance Bonds and Certificate of Insurance, the Village may at its option, declare the proposer in default of the Contract, in which case the proposal deposit accompanying the proposal shall be forfeited to, and shall become the property of the Village. The Village may elect either to accept the next lowest responsible proposal, or re-advertise for new proposals 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.

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**EVALUATION OF PROPOSALS**

The Village will evaluate proposals based on the criteria listed below and additional factors deemed relevant.

1. **Price:** This criterion is based solely on the proposed Unit Prices/Total Amount listed in the submitted proposal. (Weight: 50% of total score)
2. **Qualifications:** This criterion is based on the proposer's ability to provide the required resources, goods, materials, equipment, plant facilities, work, experienced personnel and expense necessary to perform the work in accordance with the Specifications articulated in the proposal. Qualifications will also include the detailed evaluation of identified resources that will be exclusively dedicated and allocated to the project. Qualifications should clearly communicate the proposer's abilities with the intent of encouraging a quantifiable level of confidence to the Village. (Weight: 15% of total score).
3. **Responsiveness to the Specifications:** This criterion is based on the submitted proposal containing all requested information from Section II along with complete pricing information with no arithmetic errors, unapproved or inferior substitutions, or omissions (Weight: 20% of total score).
4. **Past Experience and References:** This criterion is based on the Proposers past experience of similar type projects. This will also include consideration of comments or criticism from other purchasers with a history of similar work, and any references that were provided in the proposal. (Weight: 15% of total score)

The Village retains the right to refuse any and all proposals.

**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 RFP. 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 vendor during discussions or negotiations will be held by the Village of Orland Park as contractually binding on the successful vendor.

**Award**

Award of the contract is subject to Village Board approval. The Village award will be made within ninety (90) days after the date of the proposal opening, or any mutually agreed extension thereof.

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**PROPOSAL SUBMITTAL CHECKLIST**

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

1. **One Sealed Proposal Envelope** –

Addressed to:  
The Village of Orland Park, Clerk's Office  
14700 S. Ravinia Ave.  
Orland Park, Illinois 60462

and labeled in the lower left hand corner:  
**RFP #16-014 – Orland Park Triangle Improvements**

2. **Proposal Copies** - Proposer must **submit three (3) hardcopies total: two (2) complete, signed, and attested bound copies of the proposal and one (1) complete, identical, unbound copy of the proposal** which shall contain all requested information, and appropriate forms, certificates, affidavits and addendum acknowledgements in each hardcopy in order to be considered responsive. All copies shall have forms with original signatures.
3. **Information and narratives** as requested in the **PROPOSAL SUBMISSION REQUIREMENTS** section of the RFP.
4. **Proposal Deposit for 10%** of total proposed amount
5. **All forms required from Section II & Section III:**
- Proposal Summary Sheet
  - Affidavit of Compliance
  - References
  - Insurance Requirements
  - Unit Price Sheet
6. **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 PROPOSAL SUBMISSION DOCUMENTS**

**PROPOSAL SUMMARY SHEET**

**Orland Park Triangle Improvements**  
**RFP #16-014**

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

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

City, State, Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**RECEIPT OF ADDENDA:** The receipt of the following addenda is hereby acknowledged:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Total UCM Parking Lot Improvement Cost \$ \_\_\_\_\_

Total Jefferson Avenue Extension and  
B Street (STA 10+00-10+97) Cost \$ \_\_\_\_\_

**TOTAL PROPOSAL PRICE:** \$ \_\_\_\_\_

**(Enter the Amounts from the Unit Price Sheet)**

Total Alternate #1 – Streetscape \$ \_\_\_\_\_

Total Alternate #2 – B-Street (STA 10+97-12+69.91) \$ \_\_\_\_\_

Total Alternate #3 – Additional Grading \$ \_\_\_\_\_

**(Enter the Amounts from the Unit Price Sheet)**

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

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

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

## UNIT PRICE SHEET

### Orland Park Triangle Improvements RFP #16-014

The undersigned, having become familiar with the Documents, Construction Plans, and Specifications on file in the office of the Owner as designated in this RFP, hereby 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 and the work described in the following schedule in connection with the proposed roadway and parking lot improvements at the Orland Park Triangle project.

**Proposers shall complete *the Unit Price Sheet available as an EXCEL file under separate cover.* Proposers shall obtain the Unit Price Sheet from the Village.**

The items and quantities shown on the Unit Price sheets are provided to aid the Proposer in establishing the scope of work. Additional items and quantities needed to complete the project shall be added by the Proposer to the Unit Price sheet to establish the complete scope of work. The final Unit Price sheet submitted by the Proposer shall include **ALL** items and quantities the Proposer feels are needed to complete the scope of work shown in the bid documents.

The price total shall be the basis for establishing the amount of the labor and payment and performance bonds and is not to be construed as a lump sum Contract Price. The actual number of units used will determine the final cost of the project.



## 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.

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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) 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 Proposer or any subcontractor of a Proposer bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Proposer 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 Proposer 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 Proposer 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 Proposer is aware that knowingly filing false records is a Class B Misdemeanor.

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

Proposer 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:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**7) 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.

**8) AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Proposer set forth on the Proposer 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**

## REFERENCES

Provide three (3) references for which your organization has performed similar work. Please include all of the following information for each of the projects:

**Project name:** \_\_\_\_\_

Project location: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Representative: \_\_\_\_\_

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

Telephone number: \_\_\_\_\_

Description of work: \_\_\_\_\_

\_\_\_\_\_

Total cost of the project: \_\_\_\_\_ Date of completion: \_\_\_\_\_

**Project name:** \_\_\_\_\_

Project location: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Representative: \_\_\_\_\_

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

Telephone number: \_\_\_\_\_

Description of work: \_\_\_\_\_

\_\_\_\_\_

Total cost of the project: \_\_\_\_\_ Date of completion: \_\_\_\_\_

**Project name:** \_\_\_\_\_

Project location: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Representative: \_\_\_\_\_

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

Telephone number: \_\_\_\_\_

Description of work: \_\_\_\_\_

\_\_\_\_\_

Total cost of the project: \_\_\_\_\_ Date of completion: \_\_\_\_\_

## INSURANCE REQUIREMENTS

*Please submit a policy Specimen Certificate of Insurance showing Proposer'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)

\$5,000,000 – Each Occurrence

\$5,000,000 – Aggregate

**EXCESS MUST COVER:** General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor, 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 they are the selected 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 and the bid will be awarded to the next lowest Proposer or result in creation of a new bid.

ACCEPTED & AGREED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

\_\_\_\_\_  
Signature

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

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

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

### **III – ADDITIONAL INFORMATION**

*(under separate cover)*