

LEGAL NOTICE

VILLAGE OF ORLAND PARK
INVITATION TO BID # 17-027

Wood Floor Refinishing 2017-2019

The Village of Orland Park, Illinois is soliciting bids from Contractors to provide floor refinishing services of maple wood floors at various village facilities. The Village will receive sealed bids until 11:00 A.M. local time on Thursday, July 27, 2017 at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, 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.

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



ORLAND PARK

INVITATION TO BID
#17-027

WOOD FLOOR REFINISHING 2017-2019

ISSUED

July 13, 2017

PRE-BID MEETING

July 19, 2017
10:00 A.M.

SPORTSPLEX
11351 W. 159th St.
Orland Park, IL

BID OPENING

July 27, 2017
11:00 A.M.

SUBMIT SEALED BIDS TO:

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

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SECTION I – INSTRUCTIONS TO BIDDERS

VILLAGE OF ORLAND PARK, ILLINOIS
BID #17-027
Wood Floor Refinishing 2017-2019

SUMMARY

The Village of Orland Park (the "Village") is soliciting bids from contractors for floor refinishing services of maple wood floors at various village facilities (the "Project"). The contract shall be for the three (3) year period of 2017 – 2019. Each location shall be refinished each year.

Submission Deadline

Bids must be submitted **not later than 11:00 a.m., local time, on Thursday, July 27, 2017**. No consideration will be given to bids received after the stated date and time. Bids submitted must include all information and documents as requested in this Invitation to Bid. No oral or electronic bids, including those sent by facsimile or via email, will be accepted or considered. All bids received after the submittal deadline will be rejected and returned unopened. Failure to follow these instructions may result in rejection of the bid.

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

Contact & Questions

Name: Dennis Wokurka
Department: Public Works, Building Maintenance Division
E-mail: publicworks@orlandpark.org
Fax: 708-403-8798

Any **questions** regarding this bid must be submitted **not later than noon on Thursday, July 20, 2017**. Questions must be submitted in writing to the person listed above. No oral comments will be made to any Bidder as to the meaning of the bid documents. Any and all questions will be answered in an addendum issued after the question period closes. This policy affords all submitting bids the same information.

Pre-Bid Meeting

There will be a **pre-bid meeting Wednesday, July 19, 2017 at 10:00 A.M.** Bidders shall meet in the front lobby at the Sportsplex located at 11351 W. 159th Street, Orland Park, IL 60467. Attendance is optional, however, bidders should take advantage of this time to visit the locations and understand the current condition of the floors.

BID SPECIFICATIONS

The CONTRACTOR shall provide all supervision, labor, equipment, and materials to complete the project. The primary purpose of this project is to provide floor refinishing services of maple wood floors at various village facilities. All floors must be sanded, refinished, and recoated.

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LOCATION OF WORK

1. **Sportsplex Gymnasium Wood Floor**, 11351 W 159th St, Orland Park, IL 60467, is approximately 22,000sq. ft. (200'x110');
2. **Sportsplex Aerobic Studio Wood Floor**, 11351 W 159th St, Orland Park, IL 60467, is approximately 2800 sq.ft. (70'x40');
3. **Franklin Loebe Center Dance Studio Wood Floor**, 14650 S Ravinia Avenue, Orland Park, IL 60462, is approximately 1023 sq.ft. (31'x33'); and
4. **Cultural Arts Center Dance Studio Wood Floor**, 14760 Park Lane, Orland Park, IL 60462, is approximately 1176 sq. ft. (28'x42').

TIMING OF WORK

- Sportsplex Gymnasium Wood Floor and the Aerobic Studio Wood Floor – The work must begin on Thursday, August 31, 2017, allowing for appropriate time for drying in order for the floor to be available for use on Tuesday, Sept 5, 2017, no exception. Labor Day Weekend is the only time during the year where the Village can accommodate this work due to Recreation Program scheduling. For 2018 and 2019 the work must begin on the Thursday before Labor Day with the floor ready for use on the Tuesday after Labor Day, no exception.
- Franklin Loebe Center Dance Studio Wood Floor and Cultural Arts Center Dance Studio Wood Floor – The work must be scheduled through the Village's Recreation Division Manager, Ray Piattoni and work must be completed by the end of August 2017, similar dates in 2018 and 2019. Again, the timing is critical due to Recreation Program scheduling.

Franklin Loebe Center and Cultural Arts Center Contact:

Mr. Ray Piattoni

Recreation Division Manager

Office: 708-403-6283

Email: rpiattoni@orlandpark.org

SUBMITTALS/REQUIREMENTS

- Manufacturer's descriptive literature and Safety Data Sheet for all material to be used on this project must be included in bid packet.
- Maintenance instructions, including material recommendations for this floor finish and subsequent re-coatings.
- Contractor must be a firm experienced in sports flooring field and have been in business a minimum of 5 years.
- Contractor shall be Maple Flooring Manufacturer's Association (MFMA) Accredited.
- Include (3) three references for jobs of similar scope and magnitude that your company has performed in the last (3) three years.

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MATERIALS

- The only product to be used for floor finishing related to this bid shall be **Bona Sport Poly 350**.
- Any and all other materials needed shall be compatible with and approved by the manufacturer of the gym floor finish materials, and with the Maple Flooring Manufacturers Association (MFMA).

REFINISHING

- Normal ventilation will be provided while this work is in progress by the owner. The contractor will relay any special ventilation requirements to owner before start of work.
- All floors shall be machine and hand sanded as necessary to accomplish a smooth surface.
- Contractor is required to screen flooring prior to installing new finish. Floor must be lightly screened to ensure that there is an appropriate bond of the polyurethane finish to the existing wood flooring.
 - *100 grit sanding screen is a mesh, encrusted with abrasive particles. Since it is a mesh, there are fewer abrasive particles per square inch, making it generally less aggressive than sandpaper (a 120-grit sanding screen, for example, will be less aggressive than 120-grit sandpaper.)*
- Vacuum and tack with a clean cloth immediately before applying finish.

General Instructions

1. Apply one coat of seal and allow to dry.
2. Machine buff, vacuum, and tack.
3. Apply second coat of seal and buff the floor.
4. Apply one coat of oil-modified floor finish and allow to dry.
5. Buff, if necessary.
6. Perform final dusting and cleanup of areas.
7. Should floor lines be damaged during any phase of this process, contractor is responsible to replace and repaint damaged line(s) and apply appropriate coatings to match existing floor finish.
8. All work is to be in accordance with the Maple Flooring Manufacturer's Association (MFMA) guidelines and recommendations.

Special Instructions

- Do not cover wood flooring after finishing until finish reaches full cure.
- All trash, excess materials, etc., shall be cleaned up, removed from the site, and disposed of properly and legally.
- Village will be responsible for moving/removing any furniture or equipment.

WARRANTY

- Contractor must provide workmanship warranty for a period of one (1) year after date of substantial completion.

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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. 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

A bid bond is not required for this ITB.

Copies

Bidders must submit three (3) 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. 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 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.

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Required Forms

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

Bidder Summary Sheet – Must be completed, signed and submitted with the bid. Prices must include all permits, insurance, equipment, work and expense necessary to complete the work. 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.

Affidavit of Compliance – Must be completed, signed, notarized and submitted with the bid.

References – 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 references to further evaluate Bidder responsibility.

Insurance Requirements – 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 July 27, 2017**. Oral, telephonic, telegraphic facsimile or electronically transmitted bids will not be considered.

Bidders must submit bids in a sealed envelope labeled BID #17-027 Wood Floor Refinishing 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, 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 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 Exhibit B - 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.

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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.

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

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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 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
- 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 – Not required for this project.

Period of Performance – The successful Bidder must complete the work on the CAC and FLC dance floors not later than August 31st of each year, no exceptions. The successful Bidder must complete the work on the Sportsplex gymnasium floor and aerobic studio floor by the Tuesday following Labor Day of each year, no exceptions. The Contract will expire upon completion, inspection, acceptance and final payment for the work/goods/services performed in 2019. 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.

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

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.

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 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.

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. **Three (3) sealed hardcopies of the bid:** Not later than the bid opening, Bidders must submit bids in a sealed envelope/box labeled BID #17-027 – Wood Floor Refinishing 2017-2019 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. **Signed and completed forms** from **Section II:**
 - a. Bidder Summary Sheet
 - b. Affidavit of Compliance (*notarization required*)
 - c. References (*3 total*)
 - d. Insurance Requirements
3. **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

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Project Name

Business Name: _____

Street Address: _____

City, State, Zip: _____

Contact Name: _____

Title: _____

Phone: _____ Fax: _____

E-Mail address: _____

Sportsplex Gymnasium Floor \$ _____

Sportsplex Aerobic Studio Floor \$ _____

Franklin Loebe Center Dance Studio Floor \$ _____

Cultural Arts Center Dance Studio Floor \$ _____

GRAND TOTAL BID PRICE \$ _____

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.

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) TAX COMPLIANT: Yes [] No []

Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (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. 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 _____, 2017

Signature

Printed Name & Title

Authorized to execute agreements for:

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

**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.

**EXHIBIT B
SAMPLE AGREEMENT
VILLAGE OF ORLAND PARK
(Contract for Services)**

This Contract is made this ____ day of _____, 20xx by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and _____ (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

This Contract

The Terms and Conditions

The Proposal submitted by Contractor on _____, to the extent it does not conflict with this contract.

All Certifications required by the Village

Certificates of insurance

Performance and Payment Bonds as may be required by the VILLAGE

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amount for performance of the described services: _____ and No/100 (\$ _____)Dollars.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence [upon receipt of a Notice to Proceed] [or pick a date] and continue expeditiously [for _____ [days] [months] [years] from that date.] ←-pick one or combine-→ [until final completion on _____] This Contract shall terminate upon completion of the WORK or ____ [year(s)][month(s)] [pick a date to insert], whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, 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 CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any 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 CONTRACTOR 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 Contractor 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 Contractor 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.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. 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. CONTRACTOR 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. CONTRACTOR 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 under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone:
Facsimile:
e-mail:

To the CONTRACTOR:

Telephone:
Facsimile:
e-mail:

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the

Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE

FOR: THE CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____