



# Chicago Park District

## Legislation Text

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**File #:** 18-3163-0116, **Version:** 1

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### **AUTHORIZATION TO ENTER INTO A CONTRACT WITH HOMER INDUSTRIES FOR THE SUPPLY AND DELIVERY OF ENGINEERED WOOD FIBER**

**To: The Honorable Board of Commissioners of the Chicago Park District**

It is recommended that an order be entered authorizing the General Superintendent or his designee to enter into a contract with Homer Industries for the supply and delivery of Engineered Wood Fiber Playground Safety Surfacing. This contractor was selected pursuant to a publicly advertised Invitation for Bid. No work may commence and no payment shall be made prior to the execution of a written agreement.

#### **II. Award Information**

**Contractors:** Homer Industries  
13920 S. Archer Ave.  
Lockport, IL 60441

**Contract Period:** Two [2] year initial term with three [3] 1-year extension options. If the extension options are exercised, funding shall be based upon annual appropriations.

**Contract Amount:** \$475,440 for the initial contract term. Expenditures for services under each extension term will be authorized by annual appropriation and subject to each year's budget.

**Affirmative Action Goals:** The Minority- and Women-Owned Participation for this contract include: 25% Minority-Owned and 5% Women-Owned.

**Scope of Services:** Supply and deliver engineered wood fiber playground safety surfacing.

**Authorization:** Authorize the General Counsel to include other relevant terms and conditions in the written Agreement. Authorize the General Superintendent to execute the Agreement and the Secretary to attest as to the signing of the Agreement and keep an original copy of the Agreement on file.

#### **III. Budget and Financial Information**

Budget Classification: Operating  
Fiscal Year: 2019  
Source of Funds: 1.8450.8450.620035.1.1.1.1

#### **IV. Procurement Information**

Specification Number: P-18012  
Date Advertised: October 25, 2018  
Date of Pre-bid Meeting: N/A  
Date Bids Due: November 15, 2018  
Number of Bids Received: Two (2)  
Bid Evaluation Detail: Lowest responsible and responsive bidder

This contract was advertised as an Invitation for Bid (“IFB”). There was one (1) category for bid. Two (2) bids were received, opened publicly, and read aloud on the bid due date and both bids were found by the Department of Purchasing (“Purchasing”) to be compliant and responsive. The Department of Cultural and Natural Resources reviewed the bid price for engineered wood fiber and determined that the price is fair and reasonable.

Accordingly, based on the results of the bid review, it has been determined that the lowest responsive and responsible bidder is Homer Industries.

#### **V. Explanation**

The Chicago Park District maintains 324 playgrounds with engineered wood fiber playground safety surfacing. Maintenance staff in the Department of Cultural and Natural Resources routinely inspect and replenish wood fiber as needed to maintain safe and level surfaces in playgrounds throughout the District.

The awardee submitted the lowest responsive and responsible bid. Therefore, it is in the best interest of the Chicago Park District to award Homer Industries the contract for the supply and delivery of engineered wood fiber playground safety surfacing.

#### **VI. General Conditions**

1. *Conflicts:* No agreement authorized herein shall be legally binding on the Chicago Park District if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*

2. *Ethics:* The Chicago Park District's Ethics Code, Chapter III of the Code of the Chicago Park District, shall be incorporated into and made part of all agreements authorized herein.

3. *Contingent Liability:* Any agreement lawfully entered into for a period of more than one year shall be executory only for the amounts for which the Park District may become liable in succeeding fiscal years pursuant to Section 17(i) of the Chicago Park District Act, 70 ILCS 1505/17(i). All agreements authorized herein shall contain a clause that any expenditure beyond the current fiscal year is subject to appropriation in the subsequent fiscal year budget.

4. *Economic Disclosure Statement ("EDS"):* Contractor has submitted a full and complete EDS prior to execution of the contract.