

LEGAL NOTICE - MUST RUN IN  
SOUTHTOWNSTAR  
MONDAY AUGUST 6, 2012

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS  
REQUEST FOR PROPOSALS

**PROFESSIONAL AUDIT SERVICES**

The Village of Orland Park, Illinois will receive sealed proposals until 11:00 A.M. on the 31<sup>st</sup> day of August, 2012, at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, for Audit Services. Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

The specifications are on file and available for inspection and copies will be available at the Office of the Village Clerk and online on the Village's website [www.orland-park.il.us](http://www.orland-park.il.us).

No proposal shall be withdrawn after the opening of the proposals without the consent of the Village for a period of ninety (90) days after the scheduled time of opening and reading proposals.

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

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

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

PRESIDENT AND BOARD OF TRUSTEES  
VILLAGE OF ORLAND PARK, ILLINOIS

BY: DAVID P. MAHER  
VILLAGE CLERK



# **VILLAGE OF ORLAND PARK, ILLINOIS**

## **REQUEST FOR PROPOSALS**

### **PROFESSIONAL AUDIT SERVICES**

ISSUED

August 6, 2012

PROPOSALS DUE

August 31, 2012, 11:00 A.M.

**VILLAGE OF ORLAND PARK, ILLINOIS  
PROFESSIONAL AUDIT SERVICES  
REQUEST FOR PROPOSALS**

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**I. INSTRUCTIONS TO PROPOSERS**

**OVERVIEW**

The Village of Orland Park is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending December 31, 2012, with the option to engage the firm in accordance with this request for proposal for the four subsequent fiscal years, at the Village's discretion.

All questions related to this proposal should be received by 12:00 p.m. on Friday, August 17<sup>th</sup>. Answers to all questions will be provided on the Village's website at <http://www.orland-park.il.us/bids.aspx>. Answers to questions will not be mailed to potential proposers. Please email all questions to Sarah Schueler at [sschueler@orland-park.il.us](mailto:sschueler@orland-park.il.us).

Proposals must be submitted no later than 11:00 a.m., local time, on Friday, August 31<sup>st</sup>, 2012. No consideration will be given to information/proposals received after the stated date and time. Proposers must **submit two (2) complete, sealed, signed and attested copies of the proposal, and one (1) complete, identical, unbound copy of the proposal labeled: ORLAND PARK PROFESSIONAL AUDITING SERVICES – RFP** and addressed to:

Village Clerk's Office  
Village of Orland Park  
14700 S. Ravinia Avenue  
Orland Park, Illinois 60462

All proposals submitted must include all information and documents as requested in this proposal. No oral or electronic proposals, including those sent by facsimile or via email, will be accepted or considered. All proposals received after the submittal deadline 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.**

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

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**GENERAL INFORMATION**

The Village is located approximately 26 miles southwest of Chicago, Illinois, in Cook and Will Counties. The Village is a home rule municipality operating under the council-manager form of government. The Village Board consists of a Mayor and six Trustees. The Village is organized into five departments that report directly to the Village Manager. The accounting and financial reporting functions of the Village are centralized. An organizational chart is attached as Appendix A.

The Village provides a full range of municipal services with the exception of fire protection and ambulance services. Services provided include public safety, highway and street maintenance and reconstruction, building code enforcement, public improvements, economic development, planning and zoning, transportation, water and sewer services, parks and recreation, and general administrative services. A separate Fire Protection District that encompasses a geographic area larger than the Village's corporate boundaries provides fire protection. The Village's Department of Recreation and Parks supports and maintains public parklands totaling in excess of 650 acres, more than 50 playgrounds, multiple baseball/softball fields and tennis/basketball courts, an outdoor ice arena, a 25,000 square foot outdoor water park, including multiple pools and slides, a 90,000 square foot sports recreation and fitness center, more than 10 miles of walking/bicycle paths, and a man-made lake for water-related activities.

**Grants**

During the current fiscal year 2012, the Village has budgeted to receive the following financial assistance in the form of grants and reimbursements:

<b>FUND</b>	<b>GRANT DESCRIPTION</b>	<b>FEDERAL OR STATE</b>	<b>ESTIMATED AMOUNT</b>
General Fund	Bulletproof Vest Grant	Federal	\$11,000
General Fund	United States Service Grant	Federal	\$13,000
General Fund	FBI Overtime Reimbursement	Federal	\$15,000
General Fund	Tobacco Enforcement Grant	State	\$3,960
General Fund	IDOT Traffic Safety Reimbursement	State	\$58,000
General Fund	Energy Efficiency and Conservation Block Grant	Federal	\$68,892
Total			\$169,852

The Village has applied for several other grants. As of the date this request for proposal was released, there was no further information on the status of these applications. A Single Audit was not required in fiscal year 2011.

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***Pension Plans***

The Village participates in two pension plans, the Illinois Municipal Retirement Fund (multi-employer, agent), and the Village of Orland Park Police Pension Fund (single employer, defined benefit). Actuarial services for the Police Pension Fund are provided by an independent actuary. The Village includes the Police Pension Fund in the Village's financial statements.

***Staff***

The Finance Department is headed by Annmarie Mampe, Finance Director and consists of 15 employees. The principal functions performed and the number of full and part time employees assigned to each is as follows:

<u>Function</u>	<u>Number of Employees</u>
Finance Administration	3
Accounting	2
Accounts Payable	1
Payroll	1
Purchasing/Contract Administration	2
Water Billing	4
Cashiering	2

***Computer Software***

The Village is in the process of converting software systems from SunGard HTE, Inc. of Lake Mary, Florida to Innoprise, a Division of Harris Computer Systems, of Broomfield, Colorado. The Financials Module was implemented at the beginning of 2012 and the other modules are projected to be implemented by the end of 2013. The Village will continue using SunGard HTE, Inc. for the other modules until the implementation is complete. The Village uses Class Software Solutions Ltd. of Burnaby, British Columbia, Canada to record detailed recreation financial transactions. These transactions are uploaded in summary form to Innoprise. All Village fund accounting transactions are accounted for in Innoprise.

***Cash and Investments***

The Village has thirteen bank accounts and three investment accounts managed by investment managers. The Village and Police Pension Fund invest in U.S. Agencies, Mutual Funds, U.S. Treasuries, Equities, and Corporate Bonds.

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Cash is collected at the following locations:

- Village Hall
- Police Station
- Recreation Administration Facility
- Sportsplex
- Centennial Pool (seasonal)
- Public Works
- Metra Lots (3)

***Debt***

The Village will be refunding the 2006 issuance of general obligations bonds in late August 2012. The Village's outstanding principal debt after issuance of these refunding bonds will be \$79.79 million. Typically, bonds are issued or refunded during each fiscal year.

In September 2011, the Village entered into a redevelopment agreement for the redevelopment of property within the Main Street Triangle TIF District. This project will include 295 rental residential units, 8,000 square feet of interior amenity space, and 4,000 square feet of commercial space. The project is projected to be completed in the spring of 2013. The Village will incur phased debt for the financing of this project. Total development costs are estimated at \$65 million which will be funded by a \$2 million equity contribution by the developer, a \$38 million secured mortgage loan by the Village to the developer and a Village project incentive of \$25 million. The Village drew on a bank established line of credit in the amount of \$2,946,847 through June 30, 2012 as part of the phased debt that will be issued for the construction.

***Financial Information***

The Village utilizes fund structures in accordance with current governmental accounting standards. The detail is noted in Appendix B. In total, as of June 30, 2012, the Village utilizes 22 separate funds. The number and type of funds may change over time as circumstances dictate, thus, Appendix B is not to be considered either all-inclusive or static.

The following information reflects the Village's actual financial activity for FY2011:

Purchase Orders Issued:	3,800
Vendor Checks/Direct Deposits Issued:	12,500
Total Payroll:	\$24,536,264
Payroll Checks/Direct Deposits Issued:	16,613

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Water Customers:	22,900
Water Bills Issued:	137,700
 FY2012 Adopted Expenditure Budget:	 \$122,313,409

More detailed information on the Village and its finances can be found in the Village's 2012 Budget and Comprehensive Annual Financial Report (CAFR) for the Year Ended December 31, 2011. The budget, CAFR and other pertinent statements can be viewed on the Village's website at <http://www.orland-park.il.us/index.aspx?NID=224>.

**REQUIREMENTS OF PROPOSAL**

The Village of Orland Park, Illinois is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal year ending December 31, 2012 with the option to engage the firm in accordance with this request for proposal for the four subsequent fiscal years, at the Village's discretion. These audits are to be performed in accordance with auditing standards generally accepted in the United States (GAAS) for governmental agencies, as well as the provisions set forth in this request for proposals.

**ENTITIY TO BE AUDITED**

The Village of Orland Park is requesting an audit which includes all of the funds, accounts, capital assets, long-term debt and activities of the Village of Orland Park, including four component units; the Civic Center Authority, Open Lands Corporation, Stellwagen Foundation, and the Orland Joint Emergency System Telephone System Board. The Village maintains the accounting records for the four component units. The Village's other component unit, the Orland Park Public Library, is audited by other auditors and, therefore, is not a part of this request for proposal. The Orland Park Public Library report is typically available by May 15<sup>th</sup> of each year. All of the component units are discretely presented.

**SCOPE OF WORK TO BE PERFORMED**

1. Express an opinion on the fair presentation of the financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information in conformity with accounting principles generally accepted in the United States of America and Governmental Auditing Standards issued by the Comptroller General of the United States and the Office of Management and Budget (OMB) Circular A-133, *Audits of States Local Governments, and Non-*



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*Profit Organizations.*

2. Express an opinion on the fair presentation of the financial position of the governmental activities and each major fund for the Orland Joint Emergency System Telephone System Board, Civic Center Authority, Stellwagen Foundation and Open Lands Corporation.
3. Issue an “in relation to” opinion on the Village’s combining and individual fund statements and schedules, including the Schedule of Expenditures of Federal Awards.
4. Perform certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.
5. Provide the Village with all audit adjustments including appropriate supporting documentation and meet with staff, if requested, to discuss these final adjustments.
6. Review all sections of the Village’s Comprehensive Annual Financial Report (CAFR) which is prepared by Finance Department staff. Review all sections of the Annual Financial Report for the four component units included with this RFP.
7. Report on compliance with Public Act 85-1142 for the Village’s Tax Increment Financing District. There is currently one Tax Increment Financing District located within the Village.
8. Evaluate, test and report on selected internal controls within a different department for each audit period. A written report, as part of the management letter, regarding the findings of the evaluation is required.
9. Provide data for certain schedules of the statistical section of the CAFR. These schedules include, but may not be limited to, principal taxpayers of Orland Park, direct and overlapping debt, and the principal employers of Orland Park.
10. Review the 990 for the Open Lands Corporation and Stellwagen Foundation, if necessary. The Village does not require an attestation report.

**REPORTS TO BE ISSUED**

Following the completion of the audit of the fiscal year’s financial statements, the auditor shall issue the following reports:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles (and Government Auditing Standards when a single audit is requested). The Village requires one electronic copy of the Village of Orland Park report and one electronic copy for each of the four component unit’s reports.

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2. A report on compliance with Public Act 85-1142 for each Tax Increment Financing District. Five (5) bound copies of the report on compliance for the District are to be provided by the auditor.
3. If required, a separate report in accordance with OMB Circular A-133 (Single Audit Act). Five (5) bound copies are to be provided by the auditor.

In addition to the reports indicated above:

1. The auditor shall communicate in a letter to management any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.
2. Auditors shall be required to make an immediate written report of all irregularities and illegal acts of which they become aware and present such report to the Village Board.

Auditors shall inform the Village Board of each of the following:

1. The auditor's responsibility under generally accepted auditing standards.
2. Significant accounting policies.
3. Management judgments and accounting estimates.
4. Significant audit adjustments.
5. Other information in documents containing audited financial statements.
6. Disagreements with management.
7. Management consultation with other accountants.
8. Major issues discussed with management prior to retention.
9. Difficulties encountered in performing the audit.

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**SPECIAL CONSIDERATIONS**

The Village will send its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program. In accordance with this award program, the auditor shall assure that the Village's CAFR conforms to the provision of the program. All appropriate and reasonable changes that are required by the prior year's comments are to be incorporated in to the current year's report.

The Village may require auditor advice on accounting, compliance, and internal control matters as needed throughout the contract year.

**WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS**

Working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the Village of the need to extend the retention period. The auditor will be required the make working papers available, upon request, to the following parties or their designee:

1. Village of Orland Park.
2. Auditors of entities of which the Village of Orland Park is a sub-recipient of grant funds.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers from prior year's audits.

**TIME REQUIREMENTS**

The Village of Orland Park will make all records and management personnel available to meet with the firm's personnel after the award of contract. The Village expects to have fully-adjusted trial balances available no later than February 28<sup>th</sup> of each year. The Village also expects to have the CAFR available for review no later than May 15<sup>th</sup> of each year.

Each of the following shall be completed by the auditor no later than the date indicated.

1. Audit Planning Meeting

The auditor shall attend an audit planning meeting at least forty five (45) days prior to the end of each audited year.

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2. Detailed Requested Items List

The auditor shall provide the Village of Orland Park a list of all schedules to be prepared by the Village prior to the audit, by no later than December 31<sup>st</sup> of each year.

3. Fieldwork

The auditor shall begin the fieldwork portion of the audit by March 1<sup>st</sup> and to complete all fieldwork within three weeks of initiation of the audit. The Village shall be notified, in advance, of the audit team to be assigned to the Village's engagement.

4. Final Reports

All reports must be delivered to the Village in final and complete form by no later than June 15<sup>th</sup> of each year. The final review of the CAFR must also be completed by June 15<sup>th</sup>. Tax returns must be reviewed fifteen (15) days before the due date.

Failure to deliver all reports by June 15<sup>th</sup> may result in a 10% reduction of the audit fee and termination of future audit engagements. If the proposing firm foresees any issues with meeting this schedule, it should be noted in the proposal with an alternate schedule.

**ASSISTANCE TO BE PROVIDED TO THE AUDITOR**

Finance Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmation letters will be the responsibility of the Village. The mailing of the confirmation letters shall be the responsibility of the auditing firm.

The Village will have personnel available to assist the auditor in performing the engagement. MIS personnel will also be available to provide system documentation and explanations.

In an effort to contain audit costs, the Village has historically prepared as many audit worksheets and schedules as is practical to reduce the clerical work to be performed by the independent auditor. The Village wishes to continue this practice.

The Village will provide the auditor with reasonable workspace, desks and chairs. The auditor will also be provided with access to one telephone and fax line, Wi-Fi, and photocopying facilities.

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**PROPOSAL SUBMISSION:**

In addition to the forms included in this RFP, any firm submitting a proposal shall include documentation and information that demonstrates their ability and details the necessary systems, programs, and processes to provide a comprehensive audit of the Village of Orland Park's financial statements. Please provide a proposal with the following sections:

1. Title Page – the title page shall show the request for proposal's subject; the firm's name and address; the name and telephone number of a contact person; and the date of the proposal.
2. Table of Contents
3. Transmittal Letter – a signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the established time period, a statement why the firm believes itself to be the best qualified firm to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days.
4. Detailed Technical Proposal – the detailed technical proposal is set forth in the next section of this request for proposal.
5. Fee Proposal – the proposed fees should be presented using the Fee Proposal Form in Section II. The proposed fees shall be the maximum, not to exceed fee for each fiscal year shown.

**Technical Proposal**

1. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the Village of Orland Park in conformity with the requirements of this request for proposal. As such, the substance of proposals will carry more weight than their form or manner of presentation. However, the presentation will be considered as an example of the type of work typical of the firm. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposal's requirements.

The technical proposal should address all the points outlined in the request for proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirement of the request for proposal. While additional data may be presented, the following subjects, item Nos. 2 through 7 must be included. They represent criteria against which the proposal will be evaluated.

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2. Independence

The firm shall provide an affirmative statement that it is independent of the Village as defined by generally accepted auditing standards.

The firm shall also list and describe the firm's professional relationships involving the Village or any of its agencies, its elected or appointed officials and employees for the past five (5) years, together with a statement explaining why such relationships, if any, do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the Village written notice of any professional relationships entered into during the period of this agreement should it be thought to cause a conflict of interest.

3. License to Practice in Illinois

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in Illinois.

4. Firm Qualifications and Experience

The proposal shall state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements. The firm shall also provide information on the results of any federal or stated desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action or pending against during the past three (3) years with state regulatory bodies or professional organizations.

The proposal should identify and describe any pending or previous litigation the firm was involved in over the past three (3) years which dealt with the quality of audit work or of pricing of auditing service rendered.

5. Partner, Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Illinois. The firm also should provide information on the government auditing

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experience of each person, including membership in professional organizations relevant to the performance of this audit and information on relevant continuing professional education for the past three (3) years.

The firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm also should indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Village. However, in either case, the Village retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the Village, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

**6. Similar Engagements with Other Government Entities**

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements performed in the last three years that are similar to the engagement described in this request for proposals. Please also specifically note those engagements which received the GFOA's Certificate of Achievement for Excellence in Financial Reporting.

**7. Specific Audit Approach**

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed to perform the services required in this proposal. Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement.
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- c. The extent to which statistical sampling is to be used in the engagement.
- d. Extent of use of software in the engagement.
- e. Type and extent of analytical procedures to be used in the engagement.
- f. Approach to be taken to gain and document an understanding of the Village's internal

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control structure.

- g. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- h. Approach to be taken in drawing audit samples for purposed of tests of compliance.

**Fee Proposal**

1. Total All-Inclusive Maximum Fee

The fee proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposals on a “not to exceed” basis for the year ending December 31, 2012 along with the Village option for years 2013 through 2016. The total all-inclusive maximum price proposed is to contain all direct and indirect costs including all out-of-pocket expenses.

2. Rates for Additional Professional Services

If it should become necessary for the Village to request that the auditor render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the Village and the firm. Any such additional work agreed to between the Village and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost bid (Fee Proposal Form, section II). Work performed outside the scope of services outlined in this request for proposal is to be performed only at the written request of the Village of Orland Park.

3. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm’s dollar cost bid proposal.



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**GENERAL PROVISIONS**

**Contract**

The successful proposer will be required to enter into a standard form contract, subject to modifications, (see Appendix C), with the Village of Orland Park and to submit all necessary insurance certificates within ten (10) 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 audit firm's 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) days of receiving notice of the award of the contract. The proposer shall also include a copy of their standard contract terms and conditions for review of the Village with the RFP or they will not be considered or utilized in the contract process.

The term of this contract shall be for one (1) year but may be extended by amending the contract as needed to include four (4) additional years. This contract shall be governed by and construed according to the laws of the State of Illinois.

Should the Contractor neglect, refuse, or fail to complete the work under the contract in accordance with the Village's Requirements, the Contractor may be liable for consequential damages resulting directly from their negligent acts.

**Period of Performance**

Actual work cannot begin until the Village issues a written Notice to Proceed to the Contractor. In order to receive said Notice to Proceed, the Contractor shall submit to the Village for its approval all the necessary contracts and insurance. Village approval of the contracts and insurance shall be evidenced by its issuance of the signed contract by the Village and the Notice to Proceed. The Village reserves the right to terminate the relationship with the successful proposer if these documents are not submitted to and approved by the Village within ten (10) days of notice of project award.

**Incurred 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**

The Village Manager, Finance Director, Assistant Finance Director and any other pertinent staff member shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all

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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 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 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.

**Indemnification** - The selected proposer shall indemnify and hold harmless the Village of Orland Park ("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 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 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.

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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.

**PROPOSAL SUBMISSION REQUIREMENTS**

Proposer must submit two (2) complete, sealed, 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. The bound copies shall be the forms with the original signatures and the unbound copy may be photocopies.

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

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 or obtained from the Village's website [www.orland-park.il.us](http://www.orland-park.il.us) 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.

**VILLAGE OF ORLAND PARK, ILLINOIS  
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**References**

Proposers shall provide the Village with the names and contact information of three (3) professional references for which similar services have been provided. The proposer shall grant the Village permission to contact said references and ask questions regarding prior work performance. Village shall use the information gained from proposer's references to further evaluate the proposers.

**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.

By signing this form, the proposer is certifying that in the event the proposer does not already have the required insurance coverages in place, that the proposer has checked with their insurance carrier and verified that the coverages requested will be able to be obtained by the proposer within ten (10) days after the date of the Notice of Award of the Contract. The proposer has the sole responsibility of verifying that the coverages will be available for purchase and has made any and all inquiries necessary to satisfy this requirement and fully inform themselves in regards to any additional policy premiums the successful proposer may incur as a result of obtaining said required coverage's. The proposer also represents that they have taken the insurance requirements into account and at the proposers' sole discretion, has factored this into the proposed prices submitted. The successful proposer is solely and entirely responsible for the payment of policy premiums and in no event will the Village of Orland Park be obligated to incur any additional expense, nor will the Village increase the amount of the Contract above the amount proposed, as a result of any expense the successful proposer may incur to satisfy the obligations required herein.

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

Upon award of the contract, 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, 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.

Execution of the Contract by the Village will be contingent upon provision of the required insurance

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certificates to be provided by the contractor, sub-contractor and installers. A “Notice to Proceed” will not be issued and work may not commence until the required Certificates of Insurance are submitted to the Village.

**EVALUATION OF PROPOSALS**

**EVALUATION PROCESS**

1. Proposals will be evaluated by a Selection committee consisting of the Finance Director, Village Manager, Assistant Finance Director, and Finance Committee Chairperson.
2. The Selection Committee will evaluate the technical proposal submitted by each firm using the criteria detailed in the Evaluation Criteria section of the request for proposal.
3. The Selection Committee will select that proposal which is judged to be the most responsive to the Village’s requirements, and based on ability and fee, appears to be best able to serve the Village. The Selection Committee will present its recommendation to the Finance Committee of the Village.
4. The Finance Committee will review the recommendation of the Selection Committee and, if in agreement, make a recommendation for contract award to the Village Board.
5. Award of the contract is approved by the Village Board.

**Evaluation Criteria**

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process.

1. Mandatory Elements
  - a. The audit firm is independent and licensed to practice in Illinois.
  - b. The audit firm’s professional personnel have received adequate continuing professional education pertinent to the audit of governments.
  - c. The firm has no conflict of interest with regard to any other work performed by the firm for the Village of Orland Park.
  - d. The firm submits a copy of its most recent external quality control review report and the

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firm has a record of quality audit work.

- e. The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.

2. Technical Qualifications: The firm will be evaluated on the following:

a. Expertise and Experience

- i. The firm's past experience and performance on comparable government engagements.
- ii. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.

b. Audit Approach

- i. Adequacy of proposed staffing plan for various segments of the engagement.
- ii. Adequacy of sampling techniques.
- iii. Adequacy of analytical and other procedures.

3. All-inclusive maximum, not to exceed, fee.

**Oral Presentations**

During the evaluation process, the Selection Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Selection Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

**Right to Reject Proposals**

The Village reserves the right to accept any proposal, any part or parts thereof, or to reject any and all proposals.

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

The Village may make such investigations as it deems necessary to determine the ability of the proposer to perform the work in conformity with the Contract documents, and the proposer shall

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furnish to the Village all such information and data for this propose as the Village may request.

**Negotiations**

The Village of Orland Park 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 proposer during discussions or negotiations will be held by the Village of Orland Park as contractually binding on the successful proposer.

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**PROPOSAL SUBMITTAL CHECKLIST**

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

- Sealed Proposal Envelope - **Addressed to the Village of Orland Park, Attn: Village Clerk's Office, 14700 S. Ravinia Ave., Orland Park, Illinois 60462** and labeled: ***Orland Park Professional Auditing Services - RFP***, in the lower left hand corner.
- Proposal - Proposer must submit **two (2) complete, signed, sealed and attested copies of the proposal and one of which shall be a complete bound copy and one (1) of which shall be a complete, identical, unbound copy of the proposal** and shall have provided all requested information, and submitted all appropriate forms, certificates and affidavits and addendum acknowledgements in each copy in order to be considered responsive. The bound copy shall be the forms with the original signatures and the unbound copy may be photocopies.
- Information and narratives as requested in the Requirements of Proposal section of the RFP, including a sample contract from your company if you intend to submit one for the Village's consideration.
- All forms completed from Section II:
  - Fee Proposal
  - Business Organization
  - Certificate of Eligibility to Enter into Public Contracts
  - Sexual Harassment Policy
  - Equal Employment Opportunity
  - Tax Certification
  - References
  - Insurance Requirements



## **II - REQUIRED PROPOSAL SUBMISSION DOCUMENTS**

## FEE PROPOSAL

*SCHEDULE OF PROFESSIONAL FEES FOR THE AUDIT OF THE FINANCIAL STATEMENTS AS OF DECEMBER 31<sup>ST</sup> FOR THE FISCAL YEARS LISTED BELOW:*

**Village of Orland Park audit:**

<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**Civic Center Authority audit:**

<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**Open Lands Corporation audit and review of 990:**

<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**Stellwagen Foundation audit and review of 990 (if required):**

<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**Joint Emergency System Board audit:**

<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**TIF report:**

<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**Single audit (if required):**

<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

*SCHEDULE OF PROFESSIONAL FEES FOR ADDITIONAL SERVICES,*  
Quoted Hourly Rates for the Fiscal Years listed below:

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Partner	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Manager	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Supervisor	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Staff	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Clerical	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Firm Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

**BUSINESS ORGANIZATION:**

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this proposal.

\_\_\_\_\_ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

\_\_\_\_\_ Corporation: State of incorporation: \_\_\_\_\_  
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

\_\_\_\_\_ (Corporate Seal)  
Business Name

\_\_\_\_\_ \_\_\_\_\_  
Signature Print or type name

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

**CERTIFICATION OF ELIGIBILITY  
TO ENTER INTO PUBLIC CONTRACTS**

**IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.**

I, \_\_\_\_\_, being first duly sworn certify

and say that I am \_\_\_\_\_  
(insert "sole owner," "partner," "president," or other proper title)

of \_\_\_\_\_, the Prime Contractor submitting this proposal, and that the Prime Contractor 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.

\_\_\_\_\_  
Signature of Person Making Certification

Subscribed and Sworn To  
Before Me This \_\_\_\_\_ Day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

## SEXUAL HARASSMENT POLICY

Please be advised that pursuant to 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 written sexual harassment policies that shall include, 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) and the Commission (Human Rights 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."

\_\_\_\_\_, having submitted a proposal for  
\_\_\_\_\_ (Name of Contractor) for  
\_\_\_\_\_ (General Description of Work Proposed on) to the Village  
of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and Sworn To  
Before Me This \_\_\_\_ Day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

## EQUAL EMPLOYMENT OPPORTUNITY

**Section I.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section II.** In the event of the Contractor'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 (hereinafter referred to as the Department) the Contractor 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.

During the performance of this Agreement, the Contractor agrees:

- A.** That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B.** That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C.** That, in 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.
- D.** That it will 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.
- E.** That it will 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.
- F.** That it will 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.

**G.** That it will 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 Vendor 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 Vendor 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.

**Section III.** For the purposes of subsection G of Section II, “subcontract” means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor’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 Vendor or other organization and its customers.

**ACKNOWLEDGED AND AGREED TO:**

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Subscribed and Sworn To  
Before Me This \_\_\_\_ Day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public



**TAX CERTIFICATION**

I, \_\_\_\_\_, having been first duly sworn depose and state as follows:

I, \_\_\_\_\_, am the duly authorized

agent for \_\_\_\_\_, which has

submitted a proposal to the Village of Orland Park for

\_\_\_\_\_ and I hereby certify

(Name of Project)

that \_\_\_\_\_ 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.

By: \_\_\_\_\_

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

Subscribed and Sworn To  
Before Me This \_\_\_\_ Day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

## REFERENCES

**(Please Print or Type)**

ORGANIZATION

---

ADDRESS

---

CITY, STATE, ZIP

---

PHONE NUMBER

---

CONTACT PERSON

---

DATE OF PROJECT

---

ORGANIZATION

---

ADDRESS

---

CITY, STATE, ZIP

---

PHONE NUMBER

---

CONTACT PERSON

---

DATE OF PROJECT

---

ORGANIZATION

---

ADDRESS

---

CITY, STATE, ZIP

---

PHONE NUMBER

---

CONTACT PERSON

---

DATE OF PROJECT

---

Proposer's Name & Title:

---

Signature and Date:

---

**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

**PROFESSIONAL LIABILITY**

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

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

The bidder 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 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 \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature

Authorized to execute agreements for:

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

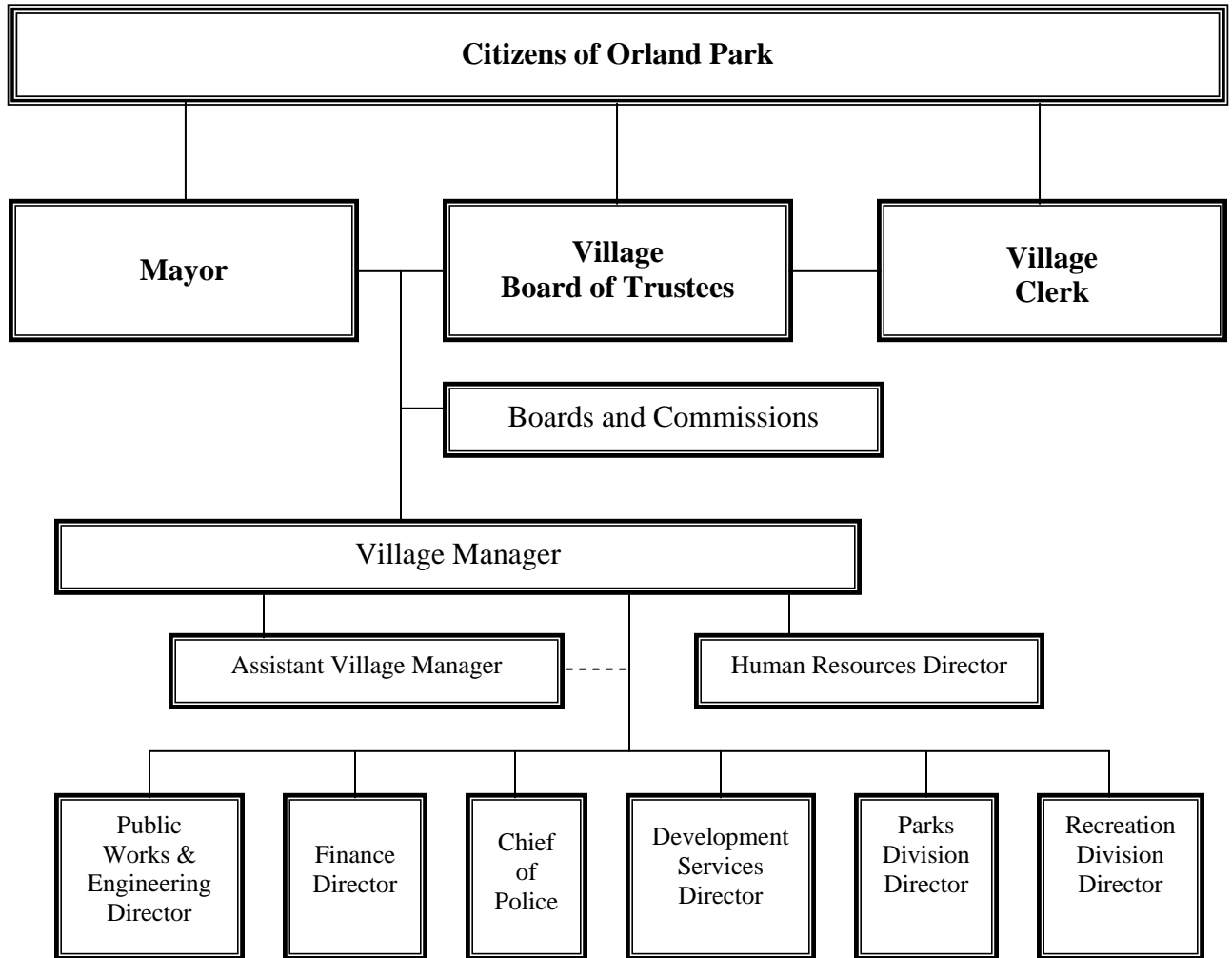
\_\_\_\_\_  
Name of Company

### **III – APPENDICES**

APPENDIX A

VILLAGE OF ORLAND PARK, ILLINOIS

Organization Chart  
Fiscal Year 2012



## **APPENDIX B FUNDS/FUND STRUCTURE**

As of June 30, 2012

### **GENERAL FUND**

### **SPECIAL REVENUE FUNDS**

- Motor Fuel Tax Fund
- Park Development Fund
- Seizure and Forfeiture Fund
- Home Rule Sales Tax Fund
- Main Street Triangle TIF Fund
- Recreation and Parks Fund

### **DEBT SERVICE FUNDS**

- 2003 G.O. Bonds
- 2004 G.O. Bonds
- 2006 G.O. Bonds
- 2007 G.O. Bonds
- 2009 G.O. Bonds
- 2010 G.O. Bonds
- 2011 G.O. Bonds

### **CAPITAL PROJECTS FUNDS**

- Road Exaction Fund
- Capital Improvement Fund
- Bond Projects Fund

### **ENTERPRISE FUNDS**

- Water and Sewer Fund
- Commuter Parking Lot Fund

### **INTERNAL SERVICE FUND**

- Insurance Fund

### **PENSION TRUST FUND**

- Police Pension Fund

### **AGENCY FUND**

- Special Assessment Fund

**APPENDIX C  
SAMPLE CONTRACT**

**VILLAGE OF ORLAND PARK  
(Contract for Services)**

This Contract is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ 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.

- The Invitation to Bid
- The Instructions to the Bidders
- This Contract
- The Terms and Conditions
- The Bid Proposal as it is responsive to the VILLAGE’S bid requirements
- All Certifications required by the Village
- Certificates of insurance

**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:

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---

---

(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 a receipt of a Notice to Proceed][or pick a date]and continue expeditiously [for \_\_\_\_ [days, months, years] from that date] until final completion. This Contract shall terminate upon completion of the WORK or \_\_\_\_ [years months][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 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, return receipt requested, 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: Village Manager

Its: \_\_\_\_\_

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

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

SAMPLE