

LEGAL NOTICE - MUST RUN IN
SOUTHTOWNSTAR
Wednesday October 2, 2013

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS
REQUEST FOR PROPOSALS

Insurance Brokerage Services

The Village of Orland Park, Illinois will receive sealed proposals until 11:00 A.M. on the 18th of October, 2013, at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, for Insurance Brokerage 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.orlandpark.org.

No proposal shall be withdrawn after the opening of the proposals without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading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: John C. Mehalek
VILLAGE CLERK



VILLAGE OF ORLAND PARK, ILLINOIS

REQUEST FOR PROPOSALS

INSURANCE BROKERAGE SERVICES

ISSUED

October 2, 2013

PROPOSALS DUE

October 18, 2013, 11:00 A.M.

**VILLAGE OF ORLAND PARK, ILLINOIS
INSURANCE BROKERAGE SERVICES
REQUEST FOR PROPOSALS**

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**VILLAGE OF ORLAND PARK, ILLINOIS
INSURANCE BROKERAGE SERVICES
REQUEST FOR PROPOSALS**

I. INSTRUCTIONS TO PROPOSERS

OVERVIEW

The Village of Orland Park is requesting proposals from qualified firms for insurance brokerage services for property/casualty coverage to begin January 1, 2014.

All questions related to this proposal must be submitted by 12:00 P.M., local time on Friday, October 11, 2013. Answers to all questions will be provided on the Village's website at <http://www.orlandpark.org>. Answers to questions will not be mailed to potential proposers. Please email all questions to Denise Domalewski at ddomalewski@orland-park.il.us.

Proposals must be submitted no later than 11:00 a.m., local time, on Friday, October 18, 2013. 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 INSURANCE BROKERAGE SERVICES – RFP** and addressed to:

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

Proposals submitted must include all information and documents as requested in this RFP. No oral or electronic proposals, including those sent by facsimile or via 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.

**VILLAGE OF ORLAND PARK, ILLINOIS
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GENERAL INFORMATION

The Village of Orland Park is located approximately 26 miles southwest of Chicago, Illinois, in Cook and Will Counties and encompasses approximately 22 square miles. The population, determined by the 2010 Census, is 57,016.

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 main departments that report directly to the Village Manager. The Village employs 268 full-time and 665 part-time or seasonal persons. Average bi-weekly gross payroll is approximately \$975,000 excluding seasonal employees and \$1,002,400 including seasonal employees. Police protection is provided by the Village of Orland Park Police Department, which consists of 99 full-time sworn officers and 71 civilian personnel.

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, with over 1400 memberships; a 90,000 square foot sports recreation and fitness center; approximately 2400 recreation programs; more than 10 miles of walking/bicycle paths; and a man-made lake for water-related activities.

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REQUIREMENTS OF PROPOSAL

Scope of Services

The Village of Orland Park, Illinois is soliciting the services of qualified firms for insurance brokerage services for the following types of coverage to begin January 1, 2014:

- Property
- Inland Marine
- Boiler and Machinery
- Commercial General Liability/Employee Benefits Liability
- Commercial Automobile Liability and Physical Damage
- Law Enforcement Liability
- Public Officials Liability
- Employment Practices Liability
- Excess Worker's Compensation
- Crime Bond
- Treasurer and Village Clerk Bond
- Excess Liability
- Terrorism
- Various Special Events that would require single event policies (i.e. Taste of Orland)

The current 2013-2014 coverage summary is provided in Section III – Appendix A.

Fee Structure

The Village prefers a flat fee broker compensation structure. If another structure is preferred, please provide support and reasoning for the revised structure.

Qualifications

All firms interested in providing insurance brokerage services to the Village of Orland Park must provide detailed information for each of the following questions listed below. Be sure to indicate next to your response which question is being answered. If the answer is contained within any attached marketing material, please state where the response to each question is located.

Firm, Service Office Qualifications

1. Provide information regarding the history and organization of your firm. Include your main businesses, number of employees, number of offices, locations, and financial information.
2. Describe the office that will be designated to service the Village's program. Explain the services available at that office. If your firm intends to utilize other offices, please describe the services they would provide on this account.

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3. Name the principal & other key personnel who will be fully responsible and working day to day with our account. Provide a resume or professional qualifications and related educational background of each of the personnel assigned to the account: Specifically identify personnel in the following areas:
 - Team Leader
 - Main Service Support Contact
 - In-House Agency Claims Advocate
 - In-House Agency Safety Engineer
 - In-House Attorney for Contract & Hold Harmless Review
 - Surety Bond Representative

Please provide a team contact sheet for all of the above staff members.

4. Attach a summary of the firm's premium volume for the past three years by the following types of coverage: General Liability, Professional Liability, Property/Inland Marine, Workers' Compensation, Auto Liability, Law Enforcement Liability, Employment Practices Liability, Crime, and Excess Liability. If your firm is a branch or subsidiary office of a national or multi-national firm, the above information should be provided for the local office as well as for the entire firm.
5. Provide a copy of your firm's current financial statement.
6. Indicate if insurance policies can be effective by January 1, 2014 if your firm was selected on or about November 18, 2013.

Insurance Marketing Services

7. Provide information as to your agency's ability to forecast future pricing for budgeting purposes and in what time frame would this forecast typically be available
8. List the major insurance companies your firm has a strong relationship with related to General Liability, Professional Liability, Property, and Workers' Compensation.
9. Describe your access to the licensed, excess or surplus lines markets.
10. Describe the insurance marketing expertise of your servicing office and the firm with respect to municipalities or other comparable entities.
11. Submit information regarding the firm's access to specialized technical expertise to assist in identifying and analyzing problems in various areas. It is not essential that such expertise be "in-house"; but rather that the firm be able to demonstrate that it knows how to or can obtain such technical assistance when it is required.

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Service to the Account

12. Indicate your willingness to prepare an Annual Report for the Village, which would include among other things, the complete accounting of fees or commissions earned on the account, a cumulative project year premium and loss record, observations on relevant changes in the insurance market, views on loss exposures facing the Village, and insurance policy summaries. If available, please attach a copy of an Annual Report previously prepared by your firm.
13. Express your willingness to participate in quarterly meetings with the Village and annual meetings with the major property and liability insurance carriers.
14. Describe the range of the claims management services provided by the servicing office and your firm.
15. Explain your approach to providing or maintaining the Village's loss information on an information system.
16. Provide an example of a multi-million dollar property claim that your specific team handled and what the result of the claim was.

Risk Evaluation and Control

17. Describe any exposure identification and evaluation assistance that is contemplated in your brokerage service to the Village.
18. Indicate the Safety Prevention, Loss Control, Training and other technical services available from your firm and the servicing office.

Reference List

19. Provide evidence of the firm's experience in providing service for others insured with coverage or programs comparable to the Village's, as well as a description of any underwriting procedures or special plans which have been used to serve other accounts.
20. List a representation of other accounts the firm has served. Include an indication of whether the firm is willing to allow the Village to contact such accounts for an appraisal of comparable services they have received from your firm.
21. List the municipalities or public entities your firm has served.

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Compensation

22. The Village of Orland Park currently pays a flat fee compensation and prefers to continue to compensate under a flat fee structure. If another structure is preferred, please provide support and reasoning for the revised structure.

Conceptual Strategy

23. Describe your conceptual plan for the Village's Risk Management Program. Include the general coverage terms, exclusions, market capacity and constraints, risk retention or self-insurance levels, approximate premiums, retrospective rating plans and deductibles.
24. Provide a timetable for marketing the program and a list of the underwriting data that will be required, based on the effective date of January 1, 2014, as mentioned in question 6.

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GENERAL PROVISIONS

Contract

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

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.

Length of Contract

A one-year contract with an option for four additional years is contemplated, subject to annual review by the Finance Director, the satisfactory negotiation of terms (including a price acceptable to both the Village of Orland Park and the selected firm) and the concurrence of the Village Board of Trustees.

In the event of a merger of the firm with another firm, this contract will be transferable to the successor firm with the approval of the Village.

Proposal Price

Please submit your flat fee annual compensation rate or other compensation structure required.

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

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

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of Information Act.

Assignment

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

Compliance with Laws

The proposer shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the preparation of proposals or the performance of the Contract.

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

Proposer hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed.

Insurance Requirements

Proposer shall produce and maintain for the term of the contract, and any renewals or extensions thereof, the various insurance coverage requirements as stated on the enclosed Insurance Requirements Certification. Proposers are required to sign said Insurance Requirements Certification as part of their proposal; by signing said Certification, Proposer is confirming its knowledge and acceptance of all Village of Orland Park insurance requirements.

Certified copies of policies evidencing required insurance coverage and all certificates of insurance in connection therewith shall be furnished to the Village at its request prior to commencement of any work. All such policies shall name the Village as an additional insured and shall provide that the policy may not be terminated or canceled without at least thirty (30) days advance written notice to the Village, or, except upon prior written approval of the Village, materially changed.

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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 Proposer, 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 Proposer, 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 Proposer 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 Proposer 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 Proposer 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.

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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.orlandpark.org 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.

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

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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 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.

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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 with an emphasis on cost, qualified personnel, the firm's experience and overall knowledge, and insurance coverage provider(s).

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

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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 Avenue, Orland Park, Illinois 60462 and labeled: *Orland Park Insurance Brokerage 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:
 - Proposal Summary Sheet
 - 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

PROPOSAL SUMMARY SHEET

Insurance Brokerage Services

Project Name

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: _____

Street Address: _____

City, State, Zip: _____

Contact Name: _____

Phone: _____ Fax: _____

E-Mail address: _____

FEIN#: _____

Total Annual Fee for Services \$ _____

Signature of Authorized Signee: _____

Title: _____

Date: _____

ACCEPTANCE: This proposal is valid for _____ calendar days from the date of submittal.
(Note: At least 60 days should be allowed for evaluation and approval)

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

\$1,000,000 – Each Accident \$1,000,000 – Policy Limit
\$1,000,000 – 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)

\$10,000,000 – Each Occurrence \$2,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

INSURANCE AGENT ERRORS AND OMISSIONS LIABILITY

Limit- \$10,000,000
(A Copy of Policy Declarations Page must be submitted with response)

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 2013 Insurance Summary of Coverage

Type	Coverage	Limit	Deductible
Property	Blanket Building & Contents	\$155,809,609	\$10,000
	EDP	\$3,341,600	\$10,000
Inland Marine	Scheduled Equipment	\$1,346,723	\$5,000
	Equipment	\$250,000	\$5,000
Auto	Physical Damage	\$6,374,556 ACV	
	Non-law enforcement private passenger and light vehicles	ACV per schedule	
	ACV Comprehensive		\$10,000
	ACV Collision		\$10,000
	Law Enforcement vehicles, and all medium & heavy vehicles under \$100,000	ACV per schedule	
	ACV Comprehensive		\$10,000
	ACV Collision		\$10,000
	Vehicles valued at \$100,000 or more	ACV per schedule	
	ACV Comprehensive		\$25,000
	ACV Collision		\$25,000
	Open Lot Coverage		\$100,000
Crime	Employee Dishonesty	\$1,000,000	\$10,000
	Forgery or Alteration	\$1,000,000	\$5,000
	Theft Disappearance & Destruction	\$1,000,000	\$5,000
	Robbery and Safe Burglary	\$1,000,000	\$5,000
	Computer Systems Fraud	\$1,000,000	\$5,000
Public Entities Liability	General Liability		
	Bodily Injury/Property Damage/Personal & Advertising		
	Aggregate	\$2,000,000	
	Each Occurrence	\$2,000,000	
	Auto Liability		
	Each Occurrence	\$2,000,000	
	E&O		
	Errors & Omissions Aggregate		
	Limit	\$2,000,000	
	Each Wrongful Act Limit	\$2,000,000	

Village of Orland Park 2013 Insurance Summary of Coverage

Type	Coverage	Limit	Deductible
Public Entities Liability (cont'd)	EPLI		
	Employment Practices Aggregate Limit	\$2,000,000	
	Each Employment Practices Wrongful Act Limit	\$2,000,000	
	EBL		
	Employee Benefit Aggregate Limit	\$2,000,000	
	Each Employment benefit Wrongful Act Limit	\$2,000,000	
	Retention for all above	\$100,000	
Excess Worker's Compensation	IL Excess Worker's Compensation Employer's Liability Per Occurrence	Statutory \$1,000,000	
	Aggregate Excess Limit	\$5,000,000	
	Loss Limitation/All Other	\$500,000	
	Loss Limitation/Police Officers	\$550,000	
	Loss Limitation/USL&H	\$600,000	
Umbrella Excess	Aggregate	\$13,000,000	
	Each occurrence	\$13,000,000	
	Retention	\$0	
	Excess Over Public Entities Lines		