

LEGAL NOTICE - MUST RUN IN
SOUTHTOWNSTAR
Friday, August 22, 2014

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS
REQUEST FOR PROPOSALS

OCCUPATIONAL HEALTH SERVICES

The Village of Orland Park, Illinois will **receive sealed proposals until 11:00 A.M. on the 12th day of September, 2014**, at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, for Occupational Health 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No proposal shall be withdrawn after the opening of the proposals without the consent of the Village for a period of ninety (90) days after the scheduled time of opening and reading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: John C. Mehalek
VILLAGE CLERK



VILLAGE OF ORLAND PARK, ILLINOIS

REQUEST FOR PROPOSALS

Occupational Health Services

ISSUED

August 22, 2014

PROPOSALS DUE

September 12, 2014
11:00 A.M.

**VILLAGE OF ORLAND PARK, ILLINOIS
OCCUPATIONAL HEALTH SERVICES
REQUEST FOR PROPOSALS**

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**VILLAGE OF ORLAND PARK, ILLINOIS
OCCUPATIONAL HEALTH SERVICES
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I. INSTRUCTIONS TO PROPOSERS

OVERVIEW

The Village of Orland Park (the “Village”) is requesting proposals from qualified Contractors to provide professional Occupational Health Services (the “Project”) beginning January 1, 2015 for a one-year contract with the option for four (4) additional years.

All questions related to this proposal must be submitted by 12:00 P.M., local time on September 2, 2014. 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 Village Purchasing Administrator Cynthia Pietrucha at cpietrucha@orlandpark.org.

Proposals must be submitted no later than 11:00 a.m., local time, on September 12, 2014. No consideration will be given to information/proposals received after the stated date and time. Proposers must **submit five (5) complete, sealed, signed and attested copies of the proposal, one (1) of which shall be a complete, identical, unbound copy of the proposal labeled: OCCUPATIONAL HEALTH 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 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 56,767.

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; 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 is soliciting proposals from qualified Contractors to provide the following professional occupational health services to current and prospective Village employees:

Exams

- Pre-employment medical evaluations for safety and non-safety sensitive employees.
- Return to Work (fitness-for-duty) examinations for safety and non-safety sensitive employees.
- U.S. Department of Transportation (DOT) physical exams (FMCSA and FTA) and Medical Examiner's Certification issuance.
- PACE Paratransit annual and bi-annual physical exams including age specific testing (ie. EKG, Audiometry, etc).
- Non-CDL driver fitness exams for child care drivers per applicable standards.
- Physical fitness examination program for patrol officer, sergeant, lieutenant, commander, deputy chief and police chief positions.
- Post-exposure exams and follow-up screenings provided immediately with ongoing monitoring after report of exposure with appropriate treatment options as defined by current medical standards.
- Audiometry and basic vision exams.
- TB screenings
- Respiratory exams consistent with OSHA standards.
- Audiogram, spirometry, respirator fit testing exams.
- Preventative vaccinations as required by industry standards for Village job classifications. For example Hepatitis B vaccine and Hepatitis B antibody, Hepatitis A, tetanus/diphtheria, etc.

Testing

- Pre-employment, DOT (FMCSA & FTA), and PACE Paratransit NIDA-5 Panel and/or NIDA-10 Panel Split Drug Testing certified collection site performing: pre-employment, random, return-to-duty, reasonable suspicion/reasonable cause, post-accident, and follow-up (direct observation) drug screenings.
- Breath alcohol testing (BAT) certified collection site performing: pre-employment, random, return-to-duty, reasonable suspicion, post-accident, and follow-up alcohol testing.

Other

- Medical consultation to Village Human Resources staff.
- Provide on-site drug and vision testing services each May to be performed at specified village location for approximately 150 seasonal employees.
- Ability to handle influx of approximately 75 additional medical/drug/vision examinations between May and June.

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- All medical services and testing shall be performed at Contractor's facility or facilities. Testing facilities must be certified to appropriate standards.
- Wellness programs/services and or/provide educational services, preferred.
- **Services shall be provided on an as-needed basis.**

Special Requirements

PROGRAM ADMINISTRATION

Contractor's program administration shall include, but is not to be limited to the following:

- Provide services Monday – Friday during normal business hours starting at 7:00 a.m. – 5:00 p.m. Evening and weekend hours are preferred.
- Provide high level of customer service to current and prospective Village employees receiving services. Must be able to schedule employees within two (2) business days for return-to-work examinations. Clinic and walk-in scheduling, preferred.
- Provide urgent and after-hours care, weekend availability is also preferred.
- Provide high level of support to Village Human Resources staff regarding occupational health trends, requirements, and health issues impacting Village job classifications.
- Maintain confidential records of all employees/applicants examined by the office.
- Collection site to maintain supply of and ensure use of appropriate Chain of Custody (COC) form for each drug screening. Collection site to be responsible for selecting appropriate agency on each COC form.
- Collection site to take appropriate steps to correct any errors on COC forms in urgent manner following appropriate protocol.
- Provide program monitoring for DOT, PACE, and Non-CDL Driver Fitness exams, vaccination program follow-up, respirator testing record maintenance, etc.
- Maintain records of medical tests, examinations, evaluations, etc. for the retention period required by State and Federal laws and regulations.
- Provide accurate records and reports as required by State and Federal laws and regulations.
- Provide a system that allows for efficient communication and close coordination between the Human Resources staff and the provider's clinical, administrative and billing staff for day-to-day operational needs and questions.
- Meet with Village staff and designated representatives as reasonably requested.
- A minimum of 2 physicians must be on the National Registry of Certified Medical Examiners as required by DOT regulations for medical certification issuance.
- Staff shall be trained and experienced in urine specimen collection for drug testing and shall be breath alcohol technician certified. A minimum of 2 BAT certified staff in practice is required.
- Provide convenient online resources and support available, preferred.

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Price Proposal

Contractors shall provide an itemized list of available procedures and associated prices to fulfill the Scope of Services outlined in this RFP. Under each service list each procedure that will be included and the associated price. If there are services offered at no cost, please indicate the services in the list with \$0 indicated for cost.

The following items must be included on a price proposal summary sheet:

- Pre-employment medical exams for safety sensitive staff
- Pre-employment medical exams for non-safety sensitive staff
- Fitness-for-Duty (return-to-work) exams
- Treatment of work-related injuries and illnesses (office visits, physical therapy, etc.)
- Non-DOT drug testing collection fees for pre-employment, random, return-to-duty, reasonable suspicion/reasonable cause, post-accident, and follow-up
- DOT drug testing collection fees for pre-employment, random, return-to-duty, reasonable suspicion/reasonable cause, post-accident, and follow-up
- BAT testing
- Vaccinations
- Quantiferon-Gold TB Screenings
- Respiratory/spirometry exams
- Vision exams
- Hearing exams
- Post-exposure screenings and treatment
- Preventative care and educational services
- Other available services

Forms and Reports

Provide samples of all forms your facility uses to report exam/test results and specify how quickly results will be available to the Village. Indicate which forms and reports can be completed, submitted or retrieved online. Please provide samples of invoices, statements and any other accounting reports. Indicate which of the documents can be accessed online.

Legal Compliance

Comply with all state and federal laws and regulations pertaining to Occupational Health Services licensed in the state of Illinois.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, County of Cook, without regard to its conflicts of law provisions.

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Technical Proposal

Contractors must include the following with their proposal:

1. Provide information regarding your company's history and the organization of your company. Include your main specialties, number of years your company has been in business, number of employees, number of offices, locations, and hours of operation.
2. Describe the office that will be designated to service the Village's program. Explain the services available at that office. If you intend to utilize other offices, please describe the services they would provide.
3. Name the key personnel who will be fully responsible for providing services. 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:
 - Medical Doctor
 - Clinical Staff
 - Account Manager
 - Main Service Support Contact

Personnel assigned to the account shall have a minimum of five (5) years of related occupational health experience. Five (5) years of experience with public entities is preferred. Board certified in occupational medicine is required. Must be on the National Registry of Certified Medical Examiners as required by the DOT (FMCSA & FTA).

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

4. Provide proof of any applicable certifications, licenses and credentials of staff committed to this contract including their names and documentation of training successfully completed.
5. Provide a Price Proposal as outlined in this RFP.
6. Provide Forms and Reports as outlined in this RFP.
7. Describe your conceptual plan for the Village's Occupational Health program.

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Schedule of Events

The following RFP Schedule of Events represents the Village's best estimate of the schedule that shall be followed. The Village reserves the right to adjust the schedule as it deems necessary.

August 22, 2014	RFP Issued
September 2, 2014	RFP Question Deadline
September 5, 2014	Village Response to Questions
September 12, 2014	RFP Submittals Due
September 22-26, 2014	Interviews with Selected Finalists
October 6, 2014	Selected Occupational Health Provider Recommendation to Finance Committee
October 20, 2014	Board of Trustee Approval of Contractor
October 24, 2014	Notice of Award Issued

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GENERAL PROVISIONS

Contract

The successful proposer will be required to enter into a services contract with the Village 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 (4) additional years is contemplated, subject to annual review by the Village, the satisfactory negotiation of terms (including a price acceptable to both the Village and the selected Contractor) and the concurrence of the Village Board of Trustees.

Incurred Costs

The Village 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 of Information Act.

Assignment

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

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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, defend and hold harmless the Village, its trustees, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the 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

Proposals must be submitted no later than 11:00 a.m., local time, on September 12, 2014. No consideration will be given to information/proposals received after the stated date and time. Contractors must **submit five (5) complete, sealed, signed and attested copies of the proposal, one (1) of which shall be a complete, identical, unbound copy of the proposal**, and shall provide all requested information, and submit all appropriate forms, narratives, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. All copies shall include original signatures.

Once submitted, no proposal may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely proposal. Any proposal received after the time and date specified for opening, or any postponement thereof, will not be considered. 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 Project is described 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 RFP 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. List any municipalities or public entities your firm has served in the last five (5) years. 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, Excess Liability and Errors and Omissions, 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

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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 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." 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. A Selection Committee will evaluate the technical proposals submitted using the Evaluation Criteria detailed below.
2. The Selection Committee will select the proposal which is 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.
3. 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.
4. Award of the Contract must be approved by the Village Board.

Evaluation Criteria

Proposals shall provide a straight-forward, concise description of Contractor's capabilities to satisfy the requirements of this RFP. Award will be made to the vendor who represents the best overall quality and value to the Village and proposals will be evaluated with an emphasis on the following:

1. Qualifications and experience providing occupational health services for government agencies with similar job classification to the Village.
2. Performance (quality and efficiency) providing occupational health services to government agencies.
3. Industry knowledge of occupational health services.
4. Service availability, ease of process, customer service, and convenience.
5. Proven systems in place for timely communication and follow-up.
6. Price.

Oral Presentations

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

Site Visit

During the evaluation process, the Selection Committee may, at its discretion, request any one or all Contractors to provide a site visit of the facility intended to be used for Village purposes.

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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.

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: ***Occupational Health Services - RFP***, in the lower left hand corner.
- Proposal - Proposer must submit **five (5) complete, signed, sealed and attested copies of the proposal one (1) of which shall be a complete, identical, unbound copy of the proposal** and shall include all requested information, the Technical Proposal, Certificate of Insurance, all appropriate forms, certificates and affidavits and addendum acknowledgements in each copy in order to be considered responsive. All copies shall be the forms with original signatures.
- 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

Occupational Health 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#: _____

Signature of Authorized Signee: _____

Title: _____

Date: _____

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

**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 provide three (3) references where you have performed similar work as outlined in this RFP.

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 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

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

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. 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

**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 Request for Proposals
- The Instructions to the Proposers
- This Contract
- The Terms and Conditions
- The Proposal as it is responsive to the VILLAGE’S 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:

(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: _____

Its: _____

Date: _____

Date: _____

SAMPLE