

LEGAL NOTICE - MUST RUN IN
DAILY SOUTHTOWN ON
TUESDAY, JUNE 9, 2015

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS
REQUEST FOR PROPOSALS #15-017

COMPREHENSIVE WATER & SEWER RATE STUDY

The Village of Orland Park is seeking proposals for a comprehensive water and sewer rate study. **Proposals are due not later than 11:00 A.M. on July 2, 2015**, at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462.

The proposal requirements are on file, available for inspection at the Office of the Village Clerk and online on the Village's website www.orlandpark.org. Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

No submittal shall be withdrawn after the opening of the proposals without the consent of the Village for a period of ninety (90) days after the scheduled submittal deadline.

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 Consultant 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
#15-017**

COMPREHENSIVE WATER & SEWER RATE STUDY

ISSUED

June 9, 2015

PROPOSALS DUE

**July 2, 2015
11:00 A.M.**

SUBMIT SEALED PROPOSALS TO:

VILLAGE OF ORLAND PARK
ATTENTION: CLERK'S OFFICE
14700 SOUTH RAVINIA AVENUE
ORLAND PARK, ILLINOIS 60462

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I – INSTRUCTIONS TO PROPOSERS

OVERVIEW

The Village of Orland Park is requesting proposals for a comprehensive water and sewer rate study (“Village”). Consultants with the appropriate expertise to assist the Village in developing and conducting a water and sewer rate study are welcome to submit proposals for the provision of those services according to the requirements set forth in this document.

CONTACT INFORMATION

All questions related to this proposal must be submitted in writing, no later than 12:00 pm local time on Wednesday, June 17, 2015, to:

Sarah Schueler
Village of Orland Park
Email: sschueler@orlandpark.org

Before the submission deadline, the Village will make available to the public answers to questions or any modifications or additions to this Project or RFP in the form of a written Addendum to be posted on the Village’s website. In order to receive notification of any Addenda, please register your email with the Village via the “Sign Up” link for Bid Postings at www.orlandpark.org/asp. Answers to questions will not be mailed to potential proposers.

No oral comments will be made to any Proposer as to the meaning of the RFP and Specifications or other contract documents. Answers will be provided in writing to all potential proposers. Proposers will not be relieved of obligations due to failure to examine or receive documents, visit the Village’s website or become familiar with conditions or facts of which the Proposer should have been aware and the Village will reject all claims related thereto. Information other than in the form of a written Addendum issued by the Village from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Proposer or relieve him from fulfilling any of the conditions and obligations set forth in this RFP. In the event of conflict with the original RFP documents, Addendum shall govern to the extent specified. Subsequent Addendum shall govern over prior Addendum only to the extent specified. **Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the submission.** A Proposer’s failure to include a signed formal Addendum in its proposal submission may deem its proposal non-responsive.

SUBMISSION DEADLINE

Proposals must be submitted no later than 11:00 a.m., local time, on Thursday, July 2, 2015. No consideration will be given to proposals received after the above stated date and time. All proposals submitted must include all information and documents as requested in this proposal. No oral or

electronic proposals, including those sent by facsimile or via email, will be accepted or considered. All proposals received after the submittal deadline will be rejected and returned unopened. Failure to follow these instructions may result in rejection of the proposal.

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

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

BACKGROUND

The Village is located approximately 26 miles southwest of Chicago, Illinois, in Cook and Will Counties. The Village is a home rule municipality operating under the council-manager form of government. The Village offers a full range of services to its residents. The population determined from the 2010 Census is 56,767. The Village provides water and sewer service to approximately 22,000 customers within the Village corporate limits and 1,500 customers outside of the corporate limits.

The water and sewer utilities are accounted for and reported as an enterprise fund of the Village. The fund is financed and operated in a manner similar to private business enterprises where the intent of the Village is that the cost (including depreciation) of providing water and sewer services to the general public on a continuing basis be financed or recovered primarily through user charges. Appropriate pages from the Village's most recent Comprehensive Annual Financial Report for the Fiscal Year ending December 31, 2013 are attached as Exhibit B. The Village's Comprehensive Annual Financial Report for the Fiscal Year ending December 31, 2014 will be available on the Village's website beginning June 30, 2015.

Water System

In 1985, the Village began receiving Lake Michigan water from the City of Chicago via the Village of Oak Lawn. The Village owns and maintains a pumping station and 350 miles of water main. The Village does not maintain any deep wells. The current water storage capacity totals approximately 26 million gallons.

Sanitary Sewer System

The Village is responsible for the local collection of sewer and wastewater that is transmitted to the Metropolitan Water Reclamation District of Greater Chicago's (MWRDGC) interceptor sewers. The MWRDGC provides waste and storm water treatment throughout Cook County.

Storm Sewer System

The Village is responsible for the maintenance of Village-owned ponds, right of way sites, storm lines and inlets on public easements and roadways. In response to flooding concerns within the Village, a multi-year Storm Water Management Improvement Project has been ongoing since approximately 2005.

Infrastructure Plans

In 2015, the Village of Orland Park is planning approximately \$15 million in capital improvements including approximately \$10 million to continue funding the Storm Water Management Improvement Project. The Village’s draft capital improvement plan for fiscal years 2016 – 2018 reflects an additional \$25 million in water and sewer capital improvements.

WATER AND SEWER RATES

In 2007, an independent consultant completed a comprehensive water and sewer rate study, with the resulting water and sewer rates taking effect in October 2007. Since that time, the model utilized to determine these rates has been updated by Finance Department staff on an annual basis to determine the upcoming year’s rates.

The Village’s current rates consist of three (3) components – the rate the City of Chicago charges for the commodity, the rate the Village of Oak Lawn charges to deliver the commodity and the Village’s internal rate. In 2013, the City of Chicago began increasing its rate by 15% annually through 2015. The City of Chicago currently charges \$3.82 per 1,000 gallons and the Village of Oak Lawn charges \$0.40 per 1,000 gallons for water delivery. In 2013, the Village of Oak Lawn began a Regional Water System Improvement Project, including installation of a “West Side” transmission main and associated piping, valves, pump station improvements, standby engine generator improvements, and electrical distribution and meter control equipment. The cost of this project is approximately \$165 million, and will be financed through a combination of IEPA loans and water revenue bonds, the cost of which will be shared proportionately between Oak Lawn and five (5) southwest customers based on the terms of the Regional Water System Improvements Intergovernmental Agreement (Exhibit C). The Village’s last planned rate increase was January 1, 2015. The Village’s current rates are as follows:

	INCORPORATED	UNINCORPORATED	BULK Citizens Utility
Water Service Charge (per bill)	\$9.00	\$9.00	\$9.00
Bi-monthly Bulk Water Usage Charge Per 1,000 gal	---	---	6.35
Bi-monthly Water Usage Charge Level 1: Less than 9,000 gal	\$5.85	\$8.37	---
Bi-monthly Water Usage Charge Level 2: 9000 gal –less than 18,000 gal	\$7.23	\$10.38	---
Bi-monthly Water Usage Charge Level 3: 18,000 gal and over	\$8.62	\$12.39	---
Sewer Charge (per 1,000 gallons)	\$.84 (\$27.73 cap)	\$1.91	---
Storm Sewer Charge (per 1,000 gallons)	\$0.88	\$0.66	---

Included with this Request for Proposal is a copy of the Village’s current Water and Sewer Rate Ordinance (Exhibit D).

PROJECT DETAILS

The Village of Orland Park, Illinois prepared this Request for Proposals (RFP) in order to retain comprehensive water and sewer rate study services. **Proposals submitted shall include documentation and information that demonstrates ability and details the necessary systems, programs, and processes to provide the requested services to the Village.**

OBJECTIVES

The rate study to be prepared as part of this proposal is intended to establish 5-year water, sewer and storm sewer utility rates that will achieve the following objectives:

- Reflect the true cost of service to ensure financial coverage while meeting level of service objectives and achieving fairness in allocation of costs between customer classes;
- Provide for planned infrastructure improvements, ensuring that revenues are sufficient to meet any financing needed for such improvements;
- Be easy to understand and administer by the Village of Orland Park and its customers;
- Reduce revenue volatility from variables such as seasonality, weather conditions and other factors that affect water usage;
- Recommend policies with respect to adequate reserves for operations, rate stabilization and infrastructure needs;
- Provide for other impacts as identified and/or required.

SCOPE OF REQUIRED SERVICES

The Scope of Services involves all necessary analysis and documentation needed to perform the water and sewer rate study. In general, the scope of work shall include the following:

1. Review Background Information
For each system (water, sewer and storm sewer), review key information including but not limited to:
 - a. Regulatory requirements, bond covenants, intergovernmental agreements and other contractual requirements;
 - b. Operational and capital improvement needs;
 - c. Historical revenues, usage, expenses, debt service requirements, reserve policies, billing and collection procedures, rates and charges, growth patterns and customer information;
 - d. Water, sewer and storm sewer capital plans;
 - e. Other pertinent data, as necessary.
2. Revenue Requirements
Prepare a five year analysis of revenue requirements based on projections of operational expenses, debt service requirements and capital improvement costs. The forecasts for the water and sewer system should be summarized in a cash flow analysis that will show the

use of balances on hand, revenues and, if necessary the use of financing alternatives to meet the water and sewer system financing needs.

Include options demonstrating the effect of variations in such critical assumptions as customer growth, water sales, seasonal aberrations, rate of change in operating expenses, the cost of capital, amount and timing of capital programs, debt service and the like for the last year of record and five years in the future.

The analysis should provide a distinction between revenue derived from the sales of services and revenue derived from connection fees and recommend basic policies related to operating and maintenance reserve and 3R (repair, renewal and replacement) reserve levels and capital funding levels.

3. Cost of Service

Compare revenue under existing rates for each customer class with their allocated cost of service to determine the adequacy of present revenue levels for each class and the indicated adjustment in rates required to equitably distribute costs to the respective classes of customers.

4. Financing Plan for the Capital Improvement Program

Prepare recommendations for financing the utility capital improvement program. Recommended financing alternatives should be developed that minimize any rate impacts to existing ratepayers and comply with the existing water and sewer revenue bond covenants.

5. Current Usage

Determine current usage and billing characteristics of each customer class using available billing information, water system peak demand statistics and consultant's experience with water systems exhibiting similar usage, capacity, storage and patterns.

6. Recommended Service Rates

Develop a proposed water and sewer rate schedule designed to fund estimated operating and capital expenditures for the next five years. Affirm the appropriateness of existing water usage tiers and/or develop new rate structures to encourage conservation and enterprise fund stability. Include all categories of charges listed in the Village's current Water and Sewer Rate Ordinance. Identify the portion of the rate attributable to the City of Chicago and Village of Oak Lawn rate charges, separate from the Village of Orland Park rates. Evaluate the impact of proposed rates on customers and compare with similar utilities in the Chicago metro area. The Village plans to implement the recommended service rates during the FY2016 budget process. The budget process is from June to December.

7. Administrative Overhead Allocations

Review the “administrative overhead” charged to the water and sewer funds for its adequacy of services rendered in common by other Village support (legal, managerial, financial, information technology, Public Works, etc.) and calculate a fair service charge for each of the five years, fully disclosing the methodology used in making such calculations.

8. Other Fees

Evaluate and make recommendations for the following other fees: connection fees, etc. Include a comparison of recommended fees to fees charged by other municipalities in the region and standard industry practices.

9. Financial Model

Provide a user-friendly rate model in Microsoft Excel that can be used by Village staff post-study to calculate alternative scenarios/sensitivity analysis. Rate model should include a dashboard with interactive components that produce reports as input variables are adjusted. The model will be the property of the Village and may be used by the Village for any purpose.

10. Other Recommendations

Formulate other observations or recommendations that may be prudent, desirable or necessary to adequately respond to the objectives of this study.

11. Meetings

Meet with Village staff as needed and also the Village’s Finance Committee and Village Board as necessary in the evening during the term of the study to discuss findings and recommendations.

12. Final Report and Presentation

Prepare five (5) draft copies and ten (10) bound copies of the final report with all necessary text, tables and exhibits, to clearly show the results of the investigations made and the basis of the conclusions and recommendations presented. Provide an electronic copy of the complete final report in PDF format. The report will document all recommendations, assumptions and methodology. The final report must include an executive overview (Power Point presentation) clearly and concisely communicating key results and recommendations of the Project.

PROPOSAL SUBMISSION

In addition to the forms included in this RFP, submitted proposals shall include documentation and information that demonstrates proposer's ability and details the necessary systems, programs, and processes necessary to provide a comprehensive water and sewer rate study to the Village.

Please provide a proposal (the "Technical Proposal") with narrative sections including the information requested below:

1. **Introduction** – The proposer should indicate its understanding of the Village's water and sewer system operations and the objectives of this study. This section must also demonstrate an understanding of EPA user charge requirements, proposed EPA Safety Drinking Water Act regulations, IDOT Division of Water Resources Lake Water Allocation criteria, applicable MWRDGC regulations, and industry guidelines for rate setting.
2. **Technical Approach** – The proposer should detail the technical approach to the project. This must include identifying the task to be performed, including task objectives, subtasks, formal meetings and task deliverables.
3. **Project Organization** – Indicate the principals to be assigned to the project, their role and their credentials. The proposer must include comprehensive resumes for the project director and project manager describing at least three recent cost of service projects relevant to this study conducted within the last 36 months, and their role on those projects. Also, include industry memberships and other credentials, such as books, published articles and presentations relevant to cost of service studies.
4. **Firm Qualifications** – Identify the firm's qualifications to conduct this study. Proposal should specifically describe the firm's consulting group which provides the services being requested by the Village. Describe at least three costs of service studies conducted by this group within the last 36 months (as described above). Provide three municipal client references for cost of service studies completed within the last 36 months and indicate for each, the current: client name, contact, title, phone number and project team members who participated in the project as either project director or manager. A copy of a similar rate study report prepared in the past three years is required. Include any other relevant project experience regarding water and sewer utilities that the respondent believes may be helpful to the selection process.
5. **Project Schedule** – A detailed project schedule must be submitted by the proposer. The proposer must indicate commitment to meet the Village's proposed schedule (in the Evaluation of Proposals Section). The proposer should illustrate when each of the tasks in the Scope of Required Services section will be completed.

PROPOSAL SUBMISSION REQUIREMENTS

TECHNICAL PROPOSAL

In addition to the required forms in *Section II* of this RFP, Proposers must include the information requested on pages 5 through 8 as part of the Project Details of this RFP (the “Technical Proposal”) with their submittal.

REQUIRED FORMS

Proposers shall complete and submit the requested forms in *Section II* of this RFP.

Proposer Summary Sheet – *Section II* includes the Proposer Summary Sheet which must be completed and submitted with the Proposal.

Affidavit of Compliance – *Section II* includes the Affidavit of Compliance which must be completed, signed, notarized and submitted with the Proposal.

References – *Section II* includes the References form that must be completed and submitted with the Proposal. Proposers shall provide three (3) references for which they have performed similar work. By providing this information, Proposers grant Village permission to contact said references and ask questions regarding prior work performance. Village may use the information gained from Proposer’s references to further evaluate Proposer responsibility.

Insurance Requirements – *Section II* includes the Insurance Requirements which must be completed, signed and submitted with the Proposal. Proposers may submit with the Proposal a current policy Certificate of Insurance showing the insurance coverages the Proposer currently has in force.

SEALED PROPOSALS

Not later than 11:00 a.m., local prevailing time on July 2, 2015, all sealed Proposals must be submitted to the Village Clerk’s Office in one (1) envelope labeled **RFP # 15-017 – COMPREHENSIVE WATER AND SEWER RATE STUDY** in the lower left hand corner and addressed to:

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

Oral, telephonic, telegraphic facsimile or electronically transmitted Proposals will not be considered. In order to be responsive, **SEALED PROPOSALS must be signed** and received by the Village of Orland Park in the Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462.

COPIES

Proposers must **submit six (6) complete, sealed and signed hardcopies of the Proposal**. Two (2) hardcopies – one (1) bound set and one (1) unbound set - shall be marked “Original” and must contain original signatures. The other four (4) hardcopies shall be a complete, photocopied bound set of the signed “Original” Proposal and shall be marked “Copy”. Proposals shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

WITHDRAWAL OF PROPOSALS

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.

OTHER

Each Proposer is responsible for reading this RFP and determining that the Proposal Specifications describe the Project in sufficient detail.

After Proposals have been opened, no Proposer shall assert that there was a misunderstanding concerning the nature of the Project or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a Proposer from its obligation to perform. All Proposals must be made in accordance with this RFP, which is on file and may be obtained for examination in the Village's Clerk's Office and are made part of this notice as though fully set forth herein.

GENERAL TERMS AND CONDITIONS

Assignment – The successful Proposer shall not assign the work of this Project without the prior written approval of the Village.

Award - Award of the contract is subject to Village Board approval. The Village award will be made within ninety (90) days after the date of the proposal opening, or any mutually agreed extension thereof.

Compliance with Laws – The Proposer shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the preparation of Proposals or the performance of the Contract. Proposer hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. Proposers 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. Proposers are also required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Proposers are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

Confidentiality – As a unit of local government, the Village is subject to the Illinois Freedom of Information Act (FOIA) or 5 ILCS 140/1, et. seq. as amended. Therefore, after award of the Contract, responses, documents, and materials submitted by the Proposer in response to this RFP will be made available for public inspection in accordance FOIA, unless otherwise determined by the Village Manager. Based upon the public nature of these RFPs, where applicable, a Proposer must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to FOIA.

Contract – Actual work cannot begin until the Village issues a written Notice to Proceed to the successful Proposer. In order to receive said Notice, the successful Proposer shall submit to the Village for its approval all the necessary contracts, bonds, and insurance. Village approval of the contracts, bonds, and insurance shall be evidenced by its issuance of the signed contract by the Village and the Notice to Proceed. The Village reserves the right to terminate the relationship with the successful Proposer if these documents are not submitted to and approved by the Village within ten (10) days of notice of Proposal award. *Section III* includes a sample standard contract, subject to modifications, that the successful Proposer will be required to enter into with the Village within ten (10) business days of notice of Proposal award (hereinafter referred to as the "Contract"). This Contract will be satisfied upon completion, inspection, acceptance, and final payment for the work performed. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

Incurred Costs – The Village will not be liable in any way for costs incurred by Proposers in replying to this RFP.

Indemnification - The successful 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 Contract provisions, including and claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act: or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The 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.

Insurance – The successful 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 in *Section II* of this RFP. **Proposers must sign and submit with the Proposal, the Insurance Requirements in *Section II* of this RFP, as recognition of the insurance coverages and amounts that will be required to be in place before the commencement of any work by the successful Proposer.** By signing this form, Proposers certify that in the event the Proposer does not already have the required insurance coverages in place, the Proposer has checked with their insurance carrier and verified that the coverages and endorsements 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. 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. Proposers have the sole responsibility of verifying that the coverages and endorsements will be available for purchase and that they have made any and all inquiries necessary to satisfy this requirement and fully inform themselves in regards to any additional policy premiums the successful Proposer may incur as a result of obtaining said required coverage's. Proposers also represent that they have taken the insurance requirements into account and at Proposers' sole discretion, has factored this into the Proposal prices submitted. The successful Proposer is solely and entirely responsible for the payment of policy premiums and in no event will the Village be obligated to incur any additional expense, nor will the Village increase the amount of the Contract above the amount Proposal, as a result of any expense the successful Proposer may incur to satisfy the obligations required herein.

Negotiations –The Village reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this Project. 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 as contractually binding on the successful Proposer.

EVALUATION OF PROPOSALS

The Village of Orland Park will evaluate proposals based on price, consultant's qualifications, service, implementation timeline, experience with similar projects and any additional factors deemed relevant. The Village of Orland Park retains the right to refuse any and all proposals.

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 Proposal and Contract documents, and the proposer shall furnish to the Village all such information and data for this purpose as the Village may request.

Pre-Award Interviews & Meetings – Initially, the proposer will be required to meet with the Finance Department and any member of an evaluation team. The Village is planning on conducting pre-award interviews during the week of July 20, 2015.

During the initial interview, the proposer shall be prepared to give an oral presentation covering the following topics:

- 1) The specific services to be provided;
- 2) Qualifications of the proposer, including work on similar projects, experience of personnel, etc.;
- 3) The working relationship to be established between the Village and the proposer, including, but not limited to, what each party should expect from the other;
- 4) Implementation schedule for the project; and
- 5) A review of the costs associated with this project.

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 Proposal and Contract documents, and the proposer shall furnish to the Village all such information and data for this purpose as the Village may request.

PROJECT TIMELINE

The following Project Timeline 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. **The successful Proposer shall complete the Project not later than Friday, October 16, 2015 or a mutually agreed upon extension date with the Village.** The exact Project schedule will be determined by the Village's Finance Director or her designee.

Proposal Calendar of Significant Dates	
Issue Request for Proposals	Tuesday, June 9, 2015
Legal Notice in Newspaper	Tuesday, June 9, 2015
Last Day to Submit Questions	Wednesday, June 17, 2015
Answers to Questions Provided	Wednesday, June 24, 2015
Proposals Due	Thursday, July 2, 2015
Interview of Finalists & Award Recommendation	Week of July 20, 2015
Approval of Proposal by Village Board	Monday, August 3rd or 17th, 2015
Study Completed	Friday, October 16, 2015
Presentation of Study to Village Board	Wednesday, November 4, 2015
Study Approved by Village Board	Monday, December 7, 2015

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.

PROPOSAL SUBMITTAL CHECKLIST

In order to be responsive, each Proposer must submit the following items:

1. A **Technical Proposal** as described in this RFP
2. Signed and completed **Required Forms** from *Section II*:
 - a. Proposer Summary Sheet
 - b. Affidavit of Compliance
 - Business Organization
 - Eligibility to Enter Into Public Contracts
 - Sexual Harassment Policy
 - Equal Employment Opportunity Compliance
 - Tax Certification
 - Authorization & Signature
 - c. Three (3) References
 - d. Insurance Requirements
3. **Six (6) sealed hardcopies of the Proposal:** Not later than the submittal deadline, Proposers must submit six (6) complete, sealed and signed hardcopies of the Proposal. Two (2) hardcopies – one (1) bound set and one (1) unbound set - shall be marked “Original” and must contain original signatures. The other four (4) hardcopies shall be a complete, photocopied bound set of the signed “Original” Proposal and shall be marked “Copy”. Proposals shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

Submit your proposals in one (1) envelope labeled RFP # 15-017 – COMPREHENSIVE WATER AND SEWER RATE STUDY in the lower left hand corner and addressed to:

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

4. **Acknowledgement of Addendum (if applicable):** Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the Proposal submission. A Proposer’s failure to include a signed formal Addendum in its Proposal submission may deem its Proposal non- responsive.

II – REQUIRED PROPOSAL SUBMISSION DOCUMENTS

PROPOSAL SUMMARY SHEET

RFP #15-017 Comprehensive Water and Sewer Rate Study

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 ninety (90) calendar days from the date of submittal.

Attach additional pages if necessary

AFFIDAVIT OF COMPLIANCE

Proposers shall complete this Affidavit of Compliance. Failure to comply with all submission requirements may result in a determination that the Proposer is not responsible.

The undersigned _____, as _____,
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)

and on behalf of _____, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes [] No []

Federal Employer I.D. #: _____
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation _____ (State of Incorporation) _____ (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [] No []

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) SEXUAL HARRASSMENT POLICY: Yes [] No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and

Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [] No []

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer 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 Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer'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 Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer 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.

5) **TAX CERTIFICATION:** Yes [] No []

Proposer 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.

6) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Proposer set forth on the Proposal Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Affidavit are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Signature of Authorized Officer

Name of Authorized Officer

Title

Date

Subscribed and Sworn To
Before Me This ____ Day
of _____, 20__.

Notary Public Signature

NOTARY SEAL

REFERENCES

ORGANIZATION

ADDRESS

CITY, STATE, ZIP

PHONE NUMBER

CONTACT PERSON

DATE OF PROJECT

ORGANIZATION

ADDRESS

CITY, STATE, ZIP

PHONE NUMBER

CONTACT PERSON

DATE OF PROJECT

ORGANIZATION

ADDRESS

CITY, STATE, ZIP

PHONE NUMBER

CONTACT PERSON

DATE OF PROJECT

Proposer's Name & Title:

Signature and Date:

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit
\$500,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit
Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

PROFESSIONAL LIABILITY

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

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

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS _____ DAY OF _____, 20____

Signature

Authorized to execute agreements for:

Printed Name & Title

Name of Company

III – EXHIBITS

- i. Exhibit A – Sample Standard Form Contract
- ii. Exhibit B - Comprehensive Annual Finance Report – Water and Sewer Fund
- iii. Exhibit C – Regional Water System Improvements Intergovernmental Agreement
- iv. Exhibit D - Water and Sewer Rate Ordinance

EXHIBIT A

SAMPLE CONTRACT FOR SERVICES

VILLAGE OF ORLAND PARK

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, defend and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

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

Compensation Act court interpretations or otherwise.

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

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

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

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, 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