

LEGAL NOTICE - MUST RUN IN
SOUTHTOWNSTAR
Wednesday June 11, 2014

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS
REQUEST FOR PROPOSALS

Insurance Brokerage Services

The Village of Orland Park, Illinois will receive sealed proposals until 11:00 A.M. on the 16th day of July, 2014, at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, for Insurance Brokerage Services. Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

The specifications are on file and available for inspection and copies will be available at the Office of the Village Clerk and online on the Village's website www.orlandpark.org.

No proposal shall be withdrawn after the opening of the proposals without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading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

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

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

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

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF ORLAND PARK, ILLINOIS

BY: John C. Mehalek
VILLAGE CLERK



VILLAGE OF ORLAND PARK, ILLINOIS

REQUEST FOR PROPOSALS

INSURANCE BROKERAGE SERVICES

ISSUED

June 11, 2014

PROPOSALS DUE

July 16, 2014
11:00 A.M.

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

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

I. INSTRUCTIONS TO PROPOSERS

OVERVIEW

The Village of Orland Park is requesting proposals from qualified firms to provide professional insurance brokerage services for property/casualty coverage beginning January 1, 2015.

All questions related to this proposal must be submitted by 12:00 P.M., local time on Wednesday, June 25, 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 Denise Domalewski at ddomalewski@orlandpark.org.

Proposals must be submitted no later than 11:00 a.m., local time, on Wednesday, July 16, 2014. No consideration will be given to information/proposals received after the stated date and time. Proposers must **submit two (2) complete, sealed, signed and attested copies of the proposal, and one (1) complete, identical, unbound copy of the proposal labeled: ORLAND PARK INSURANCE BROKERAGE SERVICES – RFP** and addressed to:

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

Proposals submitted must include all information and documents as requested in this RFP. No oral or electronic proposals, including those sent by facsimile or via email, will be accepted or considered. All proposals received after the submittal deadline will be rejected and returned unopened. Failure to follow these instructions may result in rejection of the proposal. **THE VILLAGE RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY IRREGULARITIES.**

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

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GENERAL INFORMATION

The Village of Orland Park is located approximately 26 miles southwest of Chicago, Illinois, in Cook and Will Counties and encompasses approximately 22 square miles. The population, determined by the 2010 Census, is 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 of Orland Park, Illinois is soliciting the services of qualified firms to provide professional insurance brokerage services for the following types of coverage beginning January 1, 2015:

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

The current 2014-2015 coverage summary is provided in Section III – Appendix A.

Special Requirements

PROGRAM ADMINISTRATION

Program administration shall include, but not be limited to the following:

- Act as an independent insurance advisor to the Village and proactively provide ongoing unbiased professional advice and recommendations that benefit the Village.
- Proactively provide ongoing review and analysis of the Village's insurance programs and identify risk transfer and risk financing options.
- Display familiarity with the major exposures of the Village.
- Understand the coverages provided by all relevant insurance policies and documents issued to the Village.
- Assure that insurance policies are placed in a timely manner, without lapse in coverage periods, with reputable and financially responsible insurers.
- Provide service for the insurance policies placed for the Village including processing all changes, endorsements and verifying the accuracy of invoices within a reasonable time.
- Provide early notice of rate and coverage changes or renewal issues through a process to be mutually agreed upon with the Village.
- Assure all policies purchased are reviewed by Broker and policies are provided to the Village before renewal date or within 30 days of receipt.

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- Provide loss runs annually and provide a loss analysis when requested for each policy written 45 days prior to renewal.
- Upon request of the Village, but at least once a year, provide a comprehensive report that reviews all of the Village's insurance programs.
- Through a mutually agreed upon process, monitor the Village's operations and loss exposures and make any appropriate recommendations for coverage changes or new coverage.
- Be available to answer questions or obtain answers from underwriters for policy coverage questions.
- Meet with Village staff and designated representatives as reasonably requested.
- Provide consultation service and written reports as normally expected of a professional broker to a client.
- Provide loss control services and assistance with claims as requested by the Village.
- Assist in analyzing loss exposures from existing and new operations and determine the appropriate risk management alternatives, including types, availability, costs and extent of coverage that should be considered.

Brokerage and consulting services must be provided for annual policy renewals and on an as needed basis. The selected broker must provide a thorough renewal presentation each year at least sixty (60) days before current policy expiration date with policy recommendations to include an analysis of available alternatives in consideration of Village's exposures. Brokerage services must also include market research, policy endorsements, certificates of insurance, and coverage consultation on claims filed against the Village. The Broker will also advise on a continuing basis, and in a timely manner, of any and all significant matters and developments regarding carrier service.

AUTHORIZATION

Broker shall be authorized to represent and assist the Village in all discussions and transactions with insurers relating to the lines of insurance listed above when acting as the Village's Insurance Broker, provided that Broker shall not place any insurance on behalf of the Village unless so authorized by the Village in writing. Notwithstanding the foregoing, at all times during the performance of the Agreement between the Village and the Broker, Broker shall be an independent contractor and shall not be an employee of the Village.

FEE STRUCTURE

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

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NOTICE OF LOSS

All policies shall be endorsed to state the following: “For the purpose of notice of loss, claim, or suit to the insurance company, the Village will not be deemed to have knowledge of a loss, claim or suit until the Risk Manager has received written notice of the occurrence.”

POLICY AMENDMENTS

Process requests for additions or deletions to policies within ten (10) business days of receipt. Provide follow up with insurer that the insurer has handled the request. Advise in writing of any changes to insurance policies within 14 days.

POLICY REVIEW

Review policies and other documents in detail within 14 days of receipt of the documents. Verify the wording and accuracy of each policy, binder, certificate, endorsement or other documents received from insurers. Ensure that the intended coverage is provided, all coverage, terms, conditions and other wording is complete and accurate, and in compliance with financial arrangements and administrative procedures acceptable to the Village. Obtain revisions needed to achieve compliance with coverage request.

MARKETING

- Monitor expiration dates of policies and provide the Village with written notification at least 180 days prior to expiration, including a description of information needed to process the renewal including updated applications.
- Develop and implement a marketing strategy, including identifying potential markets, for program renewals at least 180 days before policy expiration.
- Develop underwriting information and assist in gathering and organizing exposure and loss data for renewals of policies placed.
- Work with carriers to design policies and programs most advantageous to the Village for coverage of exposures, policy form, exclusions, deductibles, self-insured retentions, coordination with other policies, costs and other pertinent factors.
- Market renewal coverage for the Village by obtaining timely and competitive quotes from available and responsible insurers and re-insurers.
- Provide quotations to the Village at a minimum of sixty (60) days prior to insurance policy expiration unless otherwise approved by the Village.
- Provide the Village with copies of declination letters and all premium quotes received with a summary of coverage explaining deficiencies or benefits of the quote compared to the recommended insurance program.
- Provide quotes for specialized types of insurance, as requested by the Village.

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CLAIMS

- Assist the Village staff, as necessary, with filing claims.
- Work with outside claims adjusters as necessary.
- Represent the interests of the Village in policy interpretation and other negotiations with insurance carriers.
- Assist the Village with review of claims reserves, and represent the Village to the insurer with regard to requested explanation of reduction of reserve amounts. Follow-up with insurer as necessary until resolution of any reserve reduction requests are accomplished or until claim is closed.
- Provide annual summaries by policy year for each of the last five years indicating total number of losses by type for each line of coverage and showing earned premium, incurred losses and loss ratio.

CONTRACT REVIEW

Review contracts and lease agreements as requested and notify the Village whether the insurance programs of the Village are in compliance with insurance requirements of contracts and/or agreement.

LEGAL COMPLIANCE

Comply with all state and federal laws and regulations pertaining to insurance brokers 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.

QUALIFICATIONS OF COMPANIES/UNDERWRITERS

All insurance company or underwriter proposed by the Insurance Proposer is an admitted company or underwriter, A Best's Insurance Policyholder's Rating of "A" or better and a Financial Size Category Rating of "VII" (seven) or higher is preferred.

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Proposal Submittal Information

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

FIRM, SERVICE OFFICE QUALIFICATIONS

1. Provide information regarding the history and organization of your firm. Include your main businesses, number of employees, number of offices, locations, and financial information.
2. Describe the office that will be designated to service the Village's program. Explain the services available at that office. If your firm intends to utilize other offices, please describe the services they would provide on this account.
3. Name the principal & other key personnel who will be fully responsible and working day to day with our account. Provide a resume or professional qualifications and related educational background of each of the personnel assigned to the account: Specifically identify personnel in the following areas:
 - Team Leader
 - Main Service Support Contact
 - In-House Agency Claims Advocate
 - In-House Agency Safety Engineer
 - In-House Attorney for Contract & Hold Harmless Review
 - Surety Bond Representative

Personnel assigned to the account shall have a minimum of five (5) years of experience as a broker and a minimum of five (5) years of experience with public entities. Insured and self-insured insurance program management experience is desired.

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

4. Attach a summary of the firm's premium volume for the past three years by the following types of coverage: General Liability, Professional Liability, Property/Inland Marine, Workers' Compensation, Auto Liability, Law Enforcement Liability, Employment Practices Liability, Crime, and Excess Liability. If your firm is a branch or subsidiary office of a national or multi-national firm, the above information should be provided for the local office as well as for the entire firm.
5. Provide a copy of your firm's current financial statement.
6. Indicate if insurance policies can be effective by January 1, 2015 if your firm was selected on or about September 1, 2014.

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INSURANCE MARKETING SERVICES

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

SERVICE TO THE ACCOUNT

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

RISK EVALUATION AND CONTROL

18. Describe any exposure identification and evaluation assistance that is contemplated in your brokerage service to the Village.

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19. Indicate the Safety Prevention, Loss Control, Training and other technical services available from your firm and the servicing office.

REFERENCE LIST

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

COMPENSATION

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

CONCEPTUAL STRATEGY

24. Describe your conceptual plan for the Village's Risk Management Program. Include the general coverage terms, exclusions, market capacity and constraints, risk retention or self-insurance levels, approximate premiums, retrospective rating plans and deductibles.
25. Provide a timetable for marketing the program and a list of the underwriting data that will be required, based on the effective date of January 1, 2015, as mentioned in question 6.

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.

June 11, 2014	RFP Issued
June 25, 2014	RFP Question Deadline
July 3, 2014	Village Response to Questions
July 16, 2014	RFP Submittals Due
July 21-25, 2014	Interviews with Selected Finalists
August 4, 2014	Selected Broker Recommendation to Finance Committee
August 18, 2014	Board of Trustee Approval of Broker
August 29, 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 of Orland Park and to submit all necessary insurance certificates within ten (10) business days of receiving notice that it has been awarded the contract (hereinafter referred to as the “Contract”). The contract(s) will be modified to incorporate the terms of this RFP and any pertinent documents included with the selected contractors accepted and approved proposal. The Village reserves the right to terminate the relationship with the successful proposer if the required documents are not submitted to and approved by the Village within ten (10) business days of receiving notice of the award of the contract. The proposer shall also include a copy of their standard contract terms and conditions for review of the Village with the RFP or they will not be considered or utilized in the contract process.

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

Length of Contract

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

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

Proposal Price

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

Incurred Costs

The Village of Orland Park will not be liable in any way for any costs incurred by the respondents in replying to this RFP.

Confidentiality

After award of the contract, all responses, documents, and materials submitted by the proposer pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Village Manager. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village of Orland Park. Based upon the public nature of these RFP’s, a proposer must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to the Illinois Freedom

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of Information Act.

Assignment

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

Compliance with Laws

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

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

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

Insurance Requirements

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

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

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Indemnification

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

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

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PROPOSAL SUBMISSION REQUIREMENTS

Proposer must submit two (2) complete, sealed, signed and attested copies of the proposal, and one (1) complete, identical, unbound copy of the proposal, and shall have provided all requested information, and submitted all appropriate forms, narratives, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. The bound copies shall be the forms with the original signatures and the unbound copy may be photocopies.

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

Each proposer is responsible for reading the RFP documents and determining that the Specifications describe the work to be performed in sufficient detail. Failure of a proposer to do so shall not relieve the proposer of any obligation with respect to said proposal. After proposals have been opened, no proposer shall assert that there was a misunderstanding concerning the nature of the work to be done and no such claim shall relieve a proposer from its obligation to perform. All proposals must be made only on the forms provided by the Village and must be made in accordance with this Request for Proposal all of which are on file and may be obtained for examination in the Village of Orland Park Clerk's Office 14700 S. Ravinia Ave. Orland Park, IL 60462 or obtained from the Village's website www.orlandpark.org and are made part of this notice as though fully set forth herein.

Certifications

All certifications and forms in Section II must be completed and submitted with the proposal.

References

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

Insurance

Contractor shall purchase and maintain, at all times during the performance of the work under this Contract, insurance coverage, including Worker's Compensation, Automobile Liability, Comprehensive General Liability, 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 by the successful proposer.

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

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

Upon award of the contract, any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees, agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a "Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability." The certificate of insurance shall also state this information on its face.

Execution of the Contract by the Village will be contingent upon provision of the required insurance certificates to be provided by the contractor, sub-contractor and installers. A "Notice to Proceed" will not be issued and work may not commence until the required Certificates of Insurance are submitted to the Village.

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EVALUATION OF PROPOSALS

EVALUATION PROCESS

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

Evaluation Criteria

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

Oral Presentations

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

Right to Reject Proposals

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

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

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

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

II - REQUIRED PROPOSAL SUBMISSION DOCUMENTS

PROPOSAL SUMMARY SHEET

Insurance Brokerage Services

Project Name

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

Organization Name: _____

Street Address: _____

City, State, Zip: _____

Contact Name: _____

Phone: _____ Fax: _____

E-Mail address: _____

FEIN#: _____

Total Annual Fee for Services \$ _____

Signature of Authorized Signee: _____

Title: _____

Date: _____

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

BUSINESS ORGANIZATION:

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

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

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

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

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

_____ (Corporate Seal)
Business Name

_____ Signature _____ Print or type name

_____ Title _____ Date

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, _____, being first duly sworn certify

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

of _____, the Prime Contractor submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

Signature of Person Making Certification

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

Notary Public

SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

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

By: _____
Authorized Agent of Contractor

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

Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

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

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

- A.** That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B.** That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C.** That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D.** That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- E.** That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- F.** That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- G.** That it will include verbatim or by reference the provisions of this Equal Employment

Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, “subcontract” means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor’s obligations under one or more public contracts is performed, undertaken or assumed; the term “subcontract”, however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: _____

DATE: _____

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

Notary Public

TAX CERTIFICATION

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

I, _____, am the duly authorized agent for _____, which has submitted a proposal to the Village of Orland Park for

_____ and I hereby certify
(Name of Project)

that _____ is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: _____

Title: _____

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

Notary Public

REFERENCES

(Please Print or Type)

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

Proposer's Name & Title: _____

Signature and Date: _____

INSURANCE REQUIREMENTS

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

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$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

APPENDIX A

Village of Orland Park 2014-2015 Insurance Summary of Coverage

Type	Coverage	Carrier	Limit	Deductible
Property	Blanket Building & Contents	Chubb	\$156,683,299	\$10,000
	EDP		\$3,341,600	\$10,000
Inland Marine	Scheduled Equipment	Chubb	\$1,700,552	\$5,000
	Equipment		\$250,000	\$5,000
Auto	Physical Damage	Chubb	\$6,538,309.00	
	Non-law enforcement private passenger and light vehicles		ACV per schedule	
	ACV Comprehensive			\$10,000
	ACV Collision			\$10,000
	Law Enforcement vehicles, and all medium & heavy vehicles under \$100,000		ACV per schedule	
	ACV Comprehensive			\$10,000
	ACV Collision			\$10,000
	Vehicles valued at \$100,000 or more		ACV per schedule	
	ACV Comprehensive			\$25,000
	ACV Collision			\$25,000
	Open Lot Coverage		\$100,000	
Crime	Employee Dishonesty	Great American	\$1,000,000	\$10,000
	Forgery or Alteration		\$1,000,000	\$5,000
	Theft Disappearance & Destruction		\$1,000,000	\$5,000
	Robbery and Safe Burglary		\$1,000,000	\$5,000
	Computer Systems Fraud		\$1,000,000	\$5,000
Public Entities Liability	General Liability	Lexington		
	Bodily Injury/Property Damage/Personal & Advertising Aggregate		\$2,000,000	
	Each Occurrence		\$2,000,000	
	Auto Liability			
	Each Occurrence		\$2,000,000	
	E&O			
	Errors & Omissions Aggregate Limit		\$2,000,000	
	Each Wrongful Act Limit		\$2,000,000	
	EPLI			
	Employment Practices Aggregate Limit		\$2,000,000	
	Each Employment Practices Wrongful Act Limit		\$2,000,000	
	EBL			
	Employee Benefit Aggregate Limit		\$2,000,000	
	Each Employment benefit Wrongful Act Limit		\$2,000,000	
	Retention for all above			\$100,000

APPENDIX A

Village of Orland Park 2014-2015 Insurance Summary of Coverage

Type	Coverage	Carrier	Limit	Deductible
Excess Worker's Compensation	IL Excess Worker's Compensation	Safety National	Statutory	
	Employer's Liability Per Occurrence		\$1,000,000	
	Aggregate Excess Limit		\$5,000,000	
	Loss Limitation/All Other		\$600,000	
	Loss Limitation/Police Officers		\$600,000	
	Loss Limitation/USL&H		\$600,000	
Umbrella Excess	Aggregate	Illinois National	\$13,000,000	
	Each occurrence		\$13,000,000	
	Retention		\$0	
	Excess Over Public Entities Lines			
Claims Handling		CCMSI		



Loss Run Summary Report

All Claims Where Claim Status is Closed or Open, Date Of Loss is between 1/1/2009 and 12/31/2013 11:59 PM As of 4/30/2014 11:59 PM

	# Claims	Total Paid	Outstanding Reserves	Third Party Recovery	Total Incurred	Carrier Reimbursement	Net Incurred
Coverage: ALB							
Policy Period: 10/01/2009 - 12/31/2009	5	\$25,595.24	\$0.00	\$0.00	\$25,595.24	\$0.00	\$25,595.24
Policy Period: 01/01/2010 - 12/31/2010	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Coverage: ALB	6	\$25,595.24	\$0.00	\$0.00	\$25,595.24	\$0.00	\$25,595.24
Coverage: ALP							
Policy Period: 10/01/2008 - 09/30/2009	4	\$12,622.67	\$0.00	\$0.00	\$12,622.67	\$0.00	\$12,622.67
Policy Period: 10/01/2009 - 12/31/2009	4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Policy Period: 01/01/2010 - 12/31/2010	5	\$4,896.50	\$0.00	\$0.00	\$4,896.50	\$0.00	\$4,896.50
Policy Period: 01/01/2011 - 12/31/2011	4	\$865.91	\$0.00	\$0.00	\$865.91	\$0.00	\$865.91
Policy Period: 01/01/2012 - 12/31/2012	1	\$2,699.57	\$0.00	\$0.00	\$2,699.57	\$0.00	\$2,699.57
Policy Period: 01/01/2013 - 12/31/2013	1	\$1,219.67	\$0.00	\$0.00	\$1,219.67	\$0.00	\$1,219.67
Coverage: ALP	19	\$22,304.32	\$0.00	\$0.00	\$22,304.32	\$0.00	\$22,304.32
Coverage: APD							
Policy Period: 10/01/2008 - 09/30/2009	2	\$36,547.42	\$0.00	\$33,239.57	\$3,307.85	\$0.00	\$3,307.85
Policy Period: 01/01/2010 - 12/31/2010	4	\$7,720.20	\$0.00	\$7,654.30	\$65.90	\$0.00	\$65.90
Policy Period: 01/01/2011 - 12/31/2011	4	\$3,973.36	\$0.00	\$3,973.36	\$0.00	\$0.00	\$0.00
Policy Period: 01/01/2013 - 12/31/2013	2	\$31,311.00	\$0.00	\$0.00	\$31,311.00	\$21,272.00	\$10,039.00
Coverage: APD	12	\$79,551.98	\$0.00	\$44,867.23	\$34,684.75	\$21,272.00	\$13,412.75
Coverage: EPL							
Policy Period: 10/01/2008 - 09/30/2009	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Policy Period: 10/01/2009 - 12/31/2009	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Policy Period: 01/01/2012 - 12/31/2012	2	\$98,284.90	\$45,737.10	\$0.00	\$144,022.00	\$0.00	\$144,022.00
Coverage: EPL	4	\$98,284.90	\$45,737.10	\$0.00	\$144,022.00	\$0.00	\$144,022.00
Coverage: GLB							
Policy Period: 10/01/2008 - 09/30/2009	6	\$23,742.03	\$1,824.60	\$0.00	\$25,566.63	\$0.00	\$25,566.63

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Loss Run Summary Report

All Claims Where Claim Status is Closed or Open, Date Of Loss is between 1/1/2009 and 12/31/2013 11:59 PM As of 4/30/2014 11:59 PM

	# Claims	Total Paid	Outstanding Reserves	Third Party Recovery	Total Incurred	Carrier Reimbursement	Net Incurred
Coverage: GLB							
Policy Period: 01/01/2010 - 12/31/2010	3	\$20.00	\$0.00	\$0.00	\$20.00	\$0.00	\$20.00
Policy Period: 01/01/2011 - 12/31/2011	5	\$17,512.81	\$0.00	\$0.00	\$17,512.81	\$0.00	\$17,512.81
Policy Period: 01/01/2012 - 12/31/2012	3	\$44.00	\$0.00	\$0.00	\$44.00	\$0.00	\$44.00
Policy Period: 01/01/2013 - 12/31/2013	5	\$4,388.90	\$24,975.60	\$0.00	\$29,364.50	\$0.00	\$29,364.50
Coverage: GLB	22	\$45,707.74	\$26,800.20	\$0.00	\$72,507.94	\$0.00	\$72,507.94
Coverage: GLP							
Policy Period: 10/01/2008 - 09/30/2009	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Policy Period: 01/01/2010 - 12/31/2010	3	\$4,962.20	\$0.00	\$0.00	\$4,962.20	\$0.00	\$4,962.20
Policy Period: 01/01/2011 - 12/31/2011	3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Policy Period: 01/01/2013 - 12/31/2013	3	\$725.00	\$0.00	\$0.00	\$725.00	\$0.00	\$725.00
Coverage: GLP	10	\$5,687.20	\$0.00	\$0.00	\$5,687.20	\$0.00	\$5,687.20
Coverage: PD							
Policy Period: 01/01/2011 - 12/31/2011	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Coverage: PD	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Coverage: PFC							
Policy Period: 01/01/2012 - 12/31/2012	2	\$59,597.20	\$0.00	\$0.00	\$59,597.20	\$44,597.20	\$15,000.00
Policy Period: 01/01/2013 - 12/31/2013	2	\$20,043.92	\$0.00	\$20,043.92	\$0.00	\$0.00	\$0.00
Coverage: PFC	4	\$79,641.12	\$0.00	\$20,043.92	\$59,597.20	\$44,597.20	\$15,000.00
Coverage: PLE							
Policy Period: 01/01/2012 - 12/31/2012	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Coverage: PLE	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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Loss Run Summary Report

All Claims Where Claim Status is Closed or Open, Date Of Loss is between 1/1/2009 and 12/31/2013 11:59 PM As of 4/30/2014 11:59 PM

	# Claims	Total Paid	Outstanding Reserves	Third Party Recovery	Total Incurred	Carrier Reimbursement	Net Incurred
Coverage: POL							
Policy Period: 01/01/2011 - 12/31/2011	3	\$87,836.80	\$0.00	\$0.00	\$87,836.80	\$0.00	\$87,836.80
Coverage: POL	3	\$87,836.80	\$0.00	\$0.00	\$87,836.80	\$0.00	\$87,836.80
Coverage: WC							
Policy Period: 10/01/2008 - 12/31/2009	45	\$417,653.62	\$0.00	\$2,239.24	\$415,414.38	\$0.00	\$415,414.38
Policy Period: 01/01/2010 - 12/31/2010	47	\$293,969.78	\$175,173.42	\$32,403.06	\$436,740.14	\$0.00	\$436,740.14
Policy Period: 01/01/2011 - 12/31/2011	37	\$535,741.26	\$336,588.69	\$0.00	\$872,329.95	\$0.00	\$872,329.95
Policy Period: 01/01/2012 - 12/31/2012	48	\$280,560.44	\$136,849.45	\$0.00	\$417,409.89	\$0.00	\$417,409.89
Policy Period: 01/01/2013 - 12/31/2013	43	\$324,906.61	\$189,184.56	\$0.00	\$514,091.17	\$0.00	\$514,091.17
Coverage: WC	220	\$1,852,831.71	\$837,796.12	\$34,642.30	\$2,655,985.53	\$0.00	\$2,655,985.53
Report Totals:							
	302	\$2,297,441.01	\$910,333.42	\$99,553.45	\$3,108,220.98	\$65,869.20	\$3,042,351.78

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Proactive Risk Management and Claims Administration Solutions

(800) 252-5059

APPENDIX C: Statement of Values 2013

Loc #	Bldg #	Bldg Name (If Applicable)	Address, City, State & Zip	100% Building Value	100% BPP (contents)	100% BI/EE	EDP Equip	Fine Arts	Outdoor Property	Total Loc. Value
1	1	Village Hall	14700 Ravinia Ave. Orland Park, IL 60462	\$15,504,522	\$6,949,177	Included	\$626,200	\$25,000	\$0	\$23,104,899
2	1	Civic Center Building	14750 Ravinia Ave. Orland Park, IL 60462	\$2,002,196	\$164,648	Included	\$8,100	\$0	\$0	\$2,174,944
3	1	Recreation Center	14650 Ravinia Ave. Orland Park, IL 60462	\$3,328,000	\$449,468	Included	\$61,700	\$0	Included	\$3,839,168
4	1	Recreation Admin	14600 Ravinia Ave. Orland Park, IL 60462	\$8,000,000	\$250,000	Included	\$600,000	\$0	\$0	\$8,850,000
5	1	Old Village Hall	14415 Beacon Ave. Orland Park, IL 60462	\$620,000	\$100,000	Included	\$6,500	\$0	\$0	\$726,500
5	2		14415 Beacon Ave. Orland Park, IL 60462	\$65,000	\$30,000	Included	\$15,000	\$0	\$0	\$110,000
5	3		14415 Beacon Ave. Orland Park, IL 60462	\$459,807	\$32,098	Included	\$5,600	\$0	\$0	\$497,505
6	1	Public Works	15655 Ravinia Orland Park, IL 60462	\$208,500	\$51,500	Included	\$0	\$0	\$0	\$260,000
6	2	Public Works	15655 Ravinia Orland Park, IL 60462	\$4,701,176	\$1,581,968	Included	\$139,700	\$0	\$0	\$6,422,844
7	1	RDC Rec Bldg	14700 Park Ave. Orland Park, IL 60462	\$1,560,000	\$0	Included	\$2,100	\$0	\$0	\$1,562,100
8	1	Rsrvr Pmp Stat	8800 Thistlewood Dr. Orland Park, IL 60462	\$31,020,000	\$1,250,000	Included	\$100,000	\$0	\$0	\$32,370,000
9	1	Elvtd Tank 1	17801 Wolf Rd. Orland Park, IL 60462	\$2,600,000	\$0	Included	\$6,000	\$0	\$0	\$2,606,000
10	1	Elvtd Tank 4	14605 S. 88th Ave. Orland Park, IL 60462	\$520,000	\$0	Included	\$6,000	\$0	\$0	\$526,000
11	1	Elvtd Tank 5	7200 Wheeler Dr. Orland Park, IL 60462	\$104,000	\$200,000	Included	\$0	\$0	\$0	\$304,000
11	2	Willhse 5	7200 Wheeler Dr. Orland Park, IL 60462	\$520,000	\$0	Included	\$6,000	\$0	\$0	\$526,000
12	1	Elvtd Tank 6	9701 131st St. Orland Park, IL 60462	\$1,040,000	\$0	Included	\$6,000	\$0	\$0	\$1,046,000
13	1	Elvtd Tank 7	13660 Cherry Lane Orland Park, IL 60462	\$624,000	\$20,000	Included	\$6,000	\$0	\$0	\$650,000
14	1	Elvtd Tank 8	15501 Park Station Blvd. Orland Park, IL 60462	\$780,000	\$0	Included	\$6,000	\$0	\$0	\$786,000

APPENDIX C: Statement of Values 2013

Loc #	Bldg #	Bldg Name (If Applicable)	Address, City, State & Zip	100% Building Value	100% BPP (contents)	100% BI/EE	EDP Equip	Fine Arts	Outdoor Property	Total Loc. Value
15	1	Elvtd Tank 10	15800 88th Ave. Orland Park, IL 60462	\$780,000	\$0	Included	\$6,000	\$0	\$0	\$786,000
15	2	Willhse 10	15800 88th Ave. Orland Park, IL 60462	\$104,000	\$20,000	Included	\$0	\$0	\$0	\$124,000
16	1	Hstrt & JH Con	147th & West Ave. Orland Park, IL 60462	\$583,440	\$575,000	Included	\$0	\$0	Included	\$1,158,440
17	1	Sportsplex	11351 W. 159th St. Orland Park, IL 60462	\$15,500,000	\$1,312,531	\$1,500,000	\$120,800	\$0	\$0	\$18,433,331
18	1	Crystal Creek	Trinity Dr. & Laurel Orland Park, IL 60462	\$0	\$145,000	Included	\$0	\$0	Included	\$145,000
19	1	Deer Point Est	Deer Point Dr. & Deercreek Orland Park, IL 60462	\$0	\$145,000	Included	\$0	\$0	Included	\$145,000
20	1	Eagle Rdge III	178th & Rachel Orland Park, IL 60462	\$0	\$185,000	Included	\$0	\$0	Included	\$185,000
21	1	Newberry Park	Selva Ln & Newberry Ln. Orland Park, IL 60462	\$0	\$145,000	Included	\$0	\$0	Included	\$145,000
22	1	Tampier	110th & 139th St. Orland Park, IL 60462	\$0	\$165,000	Included	\$0	\$0	included	\$165,000
23	1	Centennial Sch	14101 Creek Crossing Dr. Orland Park, IL 60462	\$0	\$100,000	Included	\$0	\$0	Included	\$100,000
24	1	Center School	9407 W. 157th St. Orland Park, IL 60462	\$0	\$100,000	Included	\$0	\$0	Included	\$100,000
25	1	Century Jr High	10801 W. 159th St. Orland Park, IL 60462	\$0	\$150,000	Included	\$0	\$0	Included	\$150,000
26	1	High Point School	14855 West Ave. Orland Park, IL 60462	\$0	\$150,000	Included	\$0	\$0	Included	\$150,000
27	1	Liberty School	8801 W. 151st St. Orland Park, IL 60462	\$0	\$100,000	Included	\$0	\$0	Included	\$100,000
28	1	Park School	9960 W. 143rd St. Orland Park, IL 60462	\$0	\$50,000	Included	\$0	\$0	Included	\$50,000
29	1	153rd St. Metra	10401 153rd St. Orland Park, IL 60462	\$400,000	\$1,100,000	Included	\$0	\$0	Included	\$1,500,000
29	2	153 & 154 St. Metra	10401 153rd St. Orland Park, IL 60462	\$150,000	\$0	Included	\$0	\$0	\$0	\$150,000
30	1	Willhse 9	13917 William Ct. Orland Park, IL 60462	\$104,000	\$100,000	Included	\$0	\$0	\$0	\$204,000

APPENDIX C: Statement of Values 2013

Loc #	Bldg #	Bldg Name (If Applicable)	Address, City, State & Zip	100% Building Value	100% BPP (contents)	100% BI/EE	EDP Equip	Fine Arts	Outdoor Property	Total Loc. Value
31	1	Centennial Park	15600 West Ave. Orland Park, IL 60462	\$8,011,620	\$3,561,550	Included	\$23,900	\$0	Included	\$11,597,070
32	1	Avenel Park	Corso Dr. & Wolf Rd Orland Park, IL 60462	\$0	\$120,000	Included	\$0	\$0	Included	\$120,000
33	1	Bill Young Park	153rd St. & Huntington Dr. Orland Park, IL 60462	\$0	\$130,000	Included	\$0	\$0	Included	\$130,000
34	1		Pine St. & Lincolnshire Orland Park, IL 60462	\$0	\$145,000	Included	\$0	\$0	\$0	\$145,000
35	1		147th St. & Raney's Ln. Orland Park, IL 60462	\$0	\$145,000	Included	\$0	\$0	\$0	\$145,000
36	1	Cameno Real Park	15299 El Cameno Terr. Orland Park, IL 60462	\$0	\$330,000	Included	\$0	\$0	Included	\$330,000
37	1		Edgewood & Wheeler Dr. Orland Park, IL 60462	\$0	\$240,000	Included	\$0	\$0	Included	\$240,000
38	1	Colonial Park	139th St. & Charleston Dr., Orland Park, IL 60462	\$0	\$130,000	Included	\$0	\$0	Included	\$130,000
39	1	Country Club	Wooded Path & Country Club, Orland Park, IL 60462	\$0	\$140,000	Included	\$0	\$0	Included	\$140,000
40	1	Discovery Park	11501 Brook Hill Dr. Orland Park, IL 60462	\$0	\$210,000	Included	\$0	\$0	Included	\$210,000
41	1	Dogwood Park	150th St. and Dogwood Dr., Orland Park, IL 60462	\$0	\$120,000	Included	\$0	\$0	Included	\$120,000
42	1	Doogan Park	147th & Park Ln. Orland Park, IL 60462	\$0	\$205,000	Included	\$0	\$0	Included	\$205,000
43	1		179th St. & 108th Ave. Orland Park, IL 60462	\$0	\$230,000	Included	\$0	\$0	Included	\$230,000
44	1	Eagle Ridge II	Louetta & Ryan Lane Orland Park, IL 60462	\$0	\$250,000	Included	\$0	\$0	Included	\$250,000
45	1	Equestrian Park	Shire Dr. & Paddock Ct. Orland Park, IL 60462	\$0	\$200,000	Included	\$0	\$0	Included	\$200,000
46	1	Frontier Park	144th Pl. & Beacon Ave. Orland Park, IL 60462	\$0	\$165,000	Included	\$0	\$0	Included	\$165,000
47	1	Grasslands Park	171st St & Steeplechase Orland Park, IL 60462	\$0	\$165,000	Included	\$0	\$0	Included	\$165,000
48	1	Helen Park	Helen Ln & Merion Dr. Orland Park, IL 6462	\$0	\$180,000	Included	\$0	\$0	Included	\$180,000

APPENDIX C: Statement of Values 2013

Loc #	Bldg #	Bldg Name (If Applicable)	Address, City, State & Zip	100% Building Value	100% BPP (contents)	100% BI/EE	EDP Equip	Fine Arts	Outdoor Property	Total Loc. Value
49	1	Heritage Park	Yorktown & Concord Dr. Orland Park, IL 60462	\$0	\$230,000	Included	\$0	\$0	Included	\$230,000
50	1	Ishnala Park	Sandalwood Dr. & Red Oak Ln Orland Park, IL 60462	\$0	\$175,000	Included	\$0	\$0	Included	\$175,000
51	1	Ishnala Woods	80th Ave. & Sioux Rd., Orland Park, IL 60462	\$18,000	\$150,000	Included	\$0	\$0	Included	\$168,000
52	1	Laurel Hill Park	167th St. & Laurel Hill Dr., Orland Park, IL 60462	\$0	\$230,000	Included	\$0	\$0	Included	\$230,000
53	1	Mallard Landing	Deer Run & Buck Dr., Orland Park, IL 60462	\$0	\$300,000	Included	\$0	\$0	Included	\$300,000
54	1	Marley Creek	Marley Creek & Autumn Ridge, Orland Park, IL 60462	\$0	\$375,000	Included	\$0	\$0	Included	\$375,000
55	1	Mission Hills	San Bernardino & Capistrano, Orland Park, IL 60462	\$0	\$145,000	Included	\$0	\$0	Included	\$145,000
56	1	Orland Woods	11605 Kiley Ln. Orland Park, IL 60462	\$0	\$140,000	Included	\$0	\$0	Included	\$140,000
57	1	Parkview Park	88th Ave. & Butterfield Ln. Orland Park, IL 60462	\$0	\$135,000	Included	\$0	\$0	Included	\$135,000
58	1	Perminas Park	Cristina Ave. & 141st St. Orland Park, IL 60462	\$0	\$190,000	Included	\$0	\$0	Included	\$190,000
59	1	Pulte Park	Lakeview & Greencastle Orland Park, IL 60462	\$0	\$140,000	Included	\$0	\$0	Included	\$140,000
60	1	Quintana Park	138th Pl. & 83rd Ave. Orland Park, IL 60462	\$0	\$140,000	Included	\$0	\$0	Included	\$140,000
61	1	Schussler Park	Poplar Rd. & Golfview Orland Park, IL 60462	\$0	\$240,000	Included	\$0	\$0	Included	\$240,000
62	1		153rd St. & Wolf Rd. Orland Park, IL 60462	\$12,133	\$165,000	Included	\$0	\$0	\$0	\$177,133
63	1	Sunny Pine Park	88th Ave. & Pine St. Orland Park, IL 60462	\$0	\$76,825	Included	\$0	\$0	Included	\$76,825
64	1	Treetop Park	Treetop Dr. & 153rd St. Orland Park, IL 60462	\$0	\$185,000	Included	\$0	\$0	Included	\$185,000
65	1	Veterans Park	Hemlock & Wheeler Dr. Orland Park, IL 60462	\$0	\$230,000	Included	\$0	\$0	Included	\$230,000
66	1	Village Square	Windsor & Regent Dr. Orland Park, IL 60462	\$0	\$180,000	Included	\$0	\$0	Included	\$180,000

APPENDIX C: Statement of Values 2013

Loc #	Bldg #	Bldg Name (If Applicable)	Address, City, State & Zip	100% Building Value	100% BPP (contents)	100% BI/EE	EDP Equip	Fine Arts	Outdoor Property	Total Loc. Value
67	1	Wedgewood Com	143rd St. & 82nd Ave. Orland Park, IL 60462	\$0	\$70,000	Included	\$0	\$60,000	Included	\$130,000
68	1	Wedgewood Est	82nd Ave. & Eynsford Dr. Orland Park, IL 60462	\$0	\$185,000	Included	\$0	\$0	Included	\$185,000
69	1	Wlodarski Park	167th & Robinhood Dr. Orland Park, IL 60462	\$0	\$140,000	Included	\$0	\$0	Included	\$140,000
70	1	Lift Station	10000 Creek Rd. Orland Park, IL 60462	\$78,000	\$200,000	Included	\$6,000	\$0	\$0	\$284,000
71	1	Lift Station	15140 Harlem Ave. Orland Park, IL 60462	\$52,000	\$150,000	Included	\$6,000	\$0	\$0	\$208,000
72	1	Lift Station	9010 Poplar Rd. Orland Park, IL 60462	\$52,000	\$200,000	Included	\$6,000	\$0	\$0	\$258,000
73	1	Lift Station	10370 Orland Pkwy Orland Park, IL 60462	\$104,000	\$200,000	Included	\$6,000	\$0	\$0	\$310,000
74	1	Lift Station	7405 Tiffany Dr. Orland Park, IL 60462	\$52,000	\$200,000	Included	\$6,000	\$0	\$0	\$258,000
75	1	Lift Station	13617 McCabe Dr. Orland Park, IL 60462	\$78,000	\$200,000	Included	\$6,000	\$0	\$0	\$284,000
76	1	Lift Station	9450 Seton Place Dr. Orland Park, IL 60462	\$78,000	\$200,000	Included	\$6,000	\$0	\$0	\$284,000
77	1	Lift Station	15200 Wolf Rd. Orland Park, IL 60462	\$78,000	\$200,000	Included	\$6,000	\$0	\$0	\$284,000
78	1	Lift Station	15141 Quail Hollow Dr., Orland Park, IL 60462	\$0	\$100,000	Included	\$6,000	\$0	\$0	\$106,000
79	1	Lift Station	14200 West 82rd Ave., Orland Park, IL 60462	\$78,000	\$325,000	Included	\$6,000	\$0	\$0	\$409,000
80	1	Storm Station	8701 135th St. Orland Park, IL 60462	\$0	\$60,000	Included	\$6,000	\$0	\$0	\$66,000
81	1	Cultural Center	14760 Park Lane Orland Park, IL 60452	\$4,000,000	\$0	Included	\$0	\$0	\$0	\$4,000,000
82	1	Lift Station	10933 Crystal Springs Ln., Orland Park, IL 60462	\$0	\$100,000	Included	\$6,000	\$0	\$0	\$106,000
83	1	Booster Station	16703 Julie Ann Ln. Orland Park, IL 60462	\$104,000	\$250,000	Included	\$6,000	\$0	\$0	\$360,000
84	1	Breckenridge Park	Breckenridge Blvd & Imperial, Orland Park, IL 60462	\$0	\$170,000	Included	\$0	\$0	Included	\$170,000

APPENDIX C: Statement of Values 2013

Loc #	Bldg #	Bldg Name (If Applicable)	Address, City, State & Zip	100% Building Value	100% BPP (contents)	100% BI/EE	EDP Equip	Fine Arts	Outdoor Property	Total Loc. Value
85	1	Evergreen Park	141st & Boxwood Orland Park, IL 60462	\$0	\$175,000	Included	\$0	\$0	Included	\$175,000
86	1	Long Run Creek	Long Run Dr. & Cornhill Dr., Orland Park, IL 60462	\$0	\$165,000	Included	\$0	\$0	Included	\$165,000
87	1	179th St. Metra	11751 179th St. Orland Park, IL 60462	\$150,000	\$0	Included	\$0	\$0	\$0	\$150,000
88	1	GB Commons	15045 West Ave. Orland Park, IL 60462	\$175,000	\$0	Included	\$0	\$0	\$0	\$175,000
88	2	GB Garage	15045 West Ave. Orland Park, IL 60462	\$50,000	\$0	Included	\$0	\$0	\$0	\$50,000
92	1	Fountain Hill	Buckingham Dr. at Erickson Ct. Orland Park, IL 60462	\$0	\$175,000	Included	\$0	\$0	Included	\$175,000
93	1	Brentwood Park	8901 Pine St. Orland Park, IL 60462	\$0	\$185,000	Included	\$0	\$0	Included	\$185,000
94	1	Saratoga Park	163rd St. at 97th Ave. Orland Park, IL 60462	\$0	\$180,000	Included	\$0	\$0	Included	\$180,000
95	1	Booster Station	10755 W. 153rd St. Orland Park, IL 60462	\$780,000	\$1,000,000	Included	\$6,000	\$0	\$0	\$1,786,000
96	1	New Police Station	15100 S. Ravinia Ave. Orland Park, IL 60462	\$16,750,000	\$2,000,000	Included	\$1,500,000	\$0	\$0	\$20,250,000
97	1		143rd Street Orland Park, IL 60462	\$0	\$60,610	Included	\$0	\$10,000	\$0	\$70,610
98	1	Counseling Center	14671 West Ave. Orland Park, IL 60462	\$108,968	\$0	Included	\$0	\$0	\$0	\$108,968
99	1	Lift Station	9100 151st St. Orland Park, IL 60462	\$208,000	\$400,000	Included	\$6,000	\$0	\$0	\$614,000
100	1	Limestone Bldg	W 145th Pl. at S. Ravinia Ave. Orland Park, IL 60462	\$35,000	\$0	Included	\$0	\$0	\$0	\$35,000
101	1	Vacant Land (GL Only)	14610 Westwood Dr. Orland Park, IL 60462	\$345,000	\$0	Included	\$0	\$0	\$0	\$345,000
102	1		155th St. & Will Cook Rd., Orland Park, IL 60462	\$0	\$75,000	Included	\$0	\$0	\$0	\$75,000
104	1	Crescent Park	9705 142nd St. Orland Park, IL 60462	\$0	\$200,000	Included	\$0	\$0	Included	\$200,000
105	1	Georgetown Park	Emerson Dr. at Providence Sq. Orland Park, IL 60462	\$0	\$174,000	Included	\$0	\$0	Included	\$174,000

APPENDIX C: Statement of Values 2013

Loc #	Bldg #	Bldg Name (If Applicable)	Address, City, State & Zip	100% Building Value	100% BPP (contents)	100% BI/EE	EDP Equip	Fine Arts	Outdoor Property	Total Loc. Value
106	106	BLDG NOT IN BLANKET	14301 LaGrange Road, Orland Park, IL 60642	\$1,700,000	\$0	Included	\$0	\$0	\$0	\$1,700,000
		Pebble Creek Property	Future Nature Center Site 139th & LaGrange Rd., Orland Park, IL	\$385,925	\$0	Included	\$0	\$0	\$0	\$385,925
		Colette Highland Park	15748 Park Station Blvd, Orland Park, IL 60462	\$0	\$166,637	Included	\$0	\$0	\$0	\$166,637
										\$0
				\$124,762,287	\$33,621,012	\$1,500,000	\$3,341,600	\$95,000	\$0	\$163,319,899
			Inland Marine blanket \$1,700,552							

APPENDIX D – SAMPLE CONTRACT

VILLAGE OF ORLAND PARK (Contract for Services)

This Contract is made this ____ day of _____, 20__ by and between the Village of Orland Park (hereinafter referred to as the “VILLAGE”) and _____ (hereinafter referred to as the “CONTRACTOR”).

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the “PARTIES”), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the “CONTRACT DOCUMENTS”) however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract’s provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- The 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

APPENDIX D – SAMPLE CONTRACT

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

APPENDIX D – SAMPLE CONTRACT

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:

APPENDIX D – SAMPLE CONTRACT

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.

APPENDIX D – SAMPLE CONTRACT

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: _____