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LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS
REQUEST FOR PROPOSALS #15-027
UTILITY BILL AND VEHICLE STICKER APPLICATION PRINTING

The Village of Orland Park is requesting proposals for the printing and preparation of utility bills and vehicle sticker applications, as well as for the folding, inserting and mailing of the utility bills and vehicle sticker applications. **Proposals are due not later than 11:00 A.M. on October 16, 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No submittal shall be withdrawn after the opening of the proposals without the consent of the Village for a period of ninety (90) days after the scheduled submittal deadline.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
#15-027**

UTILITY BILL AND VEHICLE STICKER APPLICATION PRINTING

ISSUED

September 23, 2015

PROPOSALS DUE

**October 16, 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 the printing and preparation of utility bills and vehicle sticker applications, as well as for the folding, inserting and mailing of the utility bills and vehicle sticker applications.

CONTACT INFORMATION

All questions related to this proposal must be submitted in writing, no later than 12:00 pm local time on Friday, October 2, 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 located on the Bids & RFPs page on the Village's website, 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, 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 Friday, October 16, 2015. No consideration will be given to proposals received after the stated date and time. Proposals submitted must include all information and documents as requested in this Request for Proposals. 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.

PROJECT DETAILS

SCOPE OF REQUIRED SERVICES

In general, the scope of services shall include the following:

1. Laser Printing

- Utility Bills

- Currently, the Village provides water and sewer (“utility”) services to approximately 23,500 customers. The Village alternates billing approximately one-half of these customers each month with the quantity ranging from 10,000 to 13,000 per month. The Utility Bills are mailed to the customer approximately fifteen days prior to the due date. The due date varies between the 15th and 18th of the month.

The Village’s utility bill software package is Innoprise, a division of Harris Computer SysteMS. The billing files will be provided electronically in a PDF file format. If another format is required, please note this in your proposal.

The utility bill statement is printed on 8 ½” x 11” white 24lb. recycled bond paper. The statement consists of two different shades of green. The statement has detailed account information on the front and standard information included on the back. The statement has a perforation placed 3 2/3” from the bottom of the form and runs the full width of the form. The statement prints 2/1 with the front black and PMS 355 and the back screen black. It is considered a custom statement. A sample of the current utility bill statement is attached.

- Vehicle Sticker Application

- The Village mails vehicle sticker applications to Village residents bi-annually with mailings to be sent in 2017 and 2019. Approximately 30,000 applications are mailed the Friday before Memorial Day.

The Village prepares a Microsoft Excel spreadsheet that contains data that the Contractor (selected Proposer) will use to create a print program to map the data fields and produce the vehicle sticker application. This information in the Excel spreadsheets include identification number, name, address, phone number, amount, driver’s license number, vehicle color, vehicle make, vehicle model, vehicle license plate number, and vehicle year. The spreadsheet includes data on approximately 47,000 vehicles. Records that have the

exact same name and address are included on one vehicle sticker application; up to four records per application.

The vehicle sticker application is printed on 8 ½" x 11" white 24lb. recycled bond paper. The statement consists of two different shades of blue. The statement has detailed account information on the front and standard information included on the back. The statement will have a perforation placed 3 ¾" from the top of the form and run the full width of the form. A sample of the current vehicle sticker application is attached.

2. Mailing Envelope

The mailing envelope is a two window outgoing envelope. The size is 4 1/8" x 9 1/2" and is 24lb white wove paper. The top window size is 1 1/3" x 3 3/4" (½" from the left and 2 9/16" from the bottom) and the bottom window size is 1 3/8" x 4 ¼" (1/2" from the left and 9/16" from the bottom). Return Service Requested is printed in between the windows.

3. Customer Return Mailing Envelope

The return mailing envelope that is inserted with the utility bill and vehicle sticker application is a single window return envelope. The size is 3 7/8" x 8 7/8" and is 20lb. white wove paper. The window size is 1 ¼" x 4" (4 ½" from the left and ½" up from the bottom).

4. Proofing

The Contractor shall provide a pdf file of utility bills and vehicle sticker applications to the Village for proofing. Utility bills and vehicle sticker applications are not to be mailed until the Village formally approves the proofs provided by the Contractor.

5. Folding, Insertion and Mailing Services

The Contractor will provide mailing services no more than three days after transmission of the applicable information. The mailing services will include: a) folding of the utility bill or vehicle sticker application, b) the insertion of the utility bill/application, c) the insertion of the return payment envelope into the mailing envelope, and d) the combination of utility bills and vehicle sticker applications that are part of a group into a single mailing envelope. The Contractor shall provide confirmation of mail delivery.

6. Additional Insertions

At various times, the Village may have other inserts to be included with the utility bills. The Contractor should have the capability to insert this items for all or a select group of customers.

7. Warehousing

The Village desires the Contractor to warehouse utility bill and vehicle sticker application stock and envelopes. At times, the Village may request blank utility bill statements to be used for in house printing.

TECHNICAL REQUIREMENTS

The selected Contractor will be required to perform the following:

- Work in conjunction with the Village and its vendors in implementing all aspects of the requirements in this proposal.
- Meet the Village's communication requirements of having a secure FTP server available 24 hours a day, 7 days a week for input file transfers.
- Create print programs from the Village's excel file and map the data fields to produce the correct print out. Data from multiple input files may be combined to produce one document.

GENERAL REQUIREMENTS

- The Contractor shall provide immediate communication to the Village on any vendor maintenance, operational, or production issue that would delay the monthly delivery of the utility bills to the United States Postal Service.
- The Contractor shall have CASS certification with the United States Postal Service.
- The Contractor shall use bar coding to obtain the most economical postage rate.
- The Contractor shall identify the address and telephone number of the regional post office mail center that will be used for mailing the utility bills and vehicle sticker applications.
- The Contractor shall coordinate, monitor, and order the inventory of statements and envelopes (window and return envelopes). The Contractor shall provide notification to the Village for approval of any document supply reorder at least 60 business days in advance of the depletion of the existing supply. The Contractor shall also be responsible for the storage of all documents, including any Village inserts, in a climate-controlled environment.
- The Contractor shall have a contingency plan if the primary printing facility and/or equipment are out of service.
- The Contractor shall notify the Village of any technological advances in the industry that will provide the Village any billing efficiencies and/or cost savings.

IMPLEMENTATION REQUIREMENTS

The selected Contractor will be responsible for the printing, inserting and mailing of the utility bills beginning January 1, 2016 and the vehicle sticker applications beginning May 2017. Each Proposer shall include a detailed timeline for the initial setup and implementation of the printing of the utility bills as required by this Request for Proposals. This shall include, but not be limited to, a schedule of activities showing the tasks by week and month of any and all steps necessary to set up the system and implement this Project in accordance with the requirements of this Request for Proposals with a commitment to meet the stated deadlines. The Proposer's timeline commitment for all aspects of the requirements of this Request for Proposal must demonstrate that all items will be completed and all systems will be set up in order to begin utility bill printing, inserting, and mailing to the Village's customers no later than January 15, 2016.

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 prepare the utility bills and vehicle sticker applications for printing, inserting and mailing.

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

1. **Services to be Provided** – Please describe the services to be provided. Describe in narrative and/or outline form a detailed work plan, including the number of hours to be committed, and the results to be expected as well as a timeline for initial setup and implementation and ability to meet all requirements of this RFP.
2. **Qualifications** – Describe the experience of the firm and its involvement in projects of similar size and scope. Include the names of at least three (3) municipal references along with a sample of a project printed for the reference. Also, provide the address and telephone information for each reference. The Proposers grant the Village permission to contact said references and ask questions regarding prior work performance.

Operating history – Provide background information on the firm, including, but not limited to, the age of the business, the number of employees and pertinent financial data that will permit the Village to determine the capability of the processor to meet all contractual requirements.

Qualifications – List the abilities, qualifications, licenses and experience of the persons who would be assigned to the engagement and their experience on similar projects.

3. **Price Structure** – Using the proposal summary sheet, please provide a total proposed not-to-exceed fee for the annual cost for printing utility bills for each of the 5 years, based upon 150,000 utility bills printed annually and 30,000 vehicle sticker applications printed in both 2017 and 2019. Please list additional per piece costs for one page and two page inserts and any additional costs previously listed. Please describe any additional costs for selective inserting of documents. Also, please state any other miscellaneous charges that have not been mentioned (i.e. additional programming, changes after initial set-up, etc.)

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 3 through 6 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 included 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 the Village permission to contact said references and ask questions regarding prior work performance. The Village may use the information gained from Proposer’s references to further evaluate Proposer responsibility.

Insurance Requirements – *Section II* includes the Insurance Requirements form 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 October 16, 2015, all sealed proposals must be submitted to the Village Clerk’s Office in one (1) envelope labeled RFP # 15-027 – UTILITY BILL & VEHICLE STICKER APPLICATION PRINTING in the lower left hand corner and addressed to:

Village of Orland Park
Attn: Clerk’s Office
14700 S. Ravinia Avenue
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 four (4) 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 two (2) 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 Contractor's qualifications, service, implementation timeline, experience with similar projects, price 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.

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, January 15, 2016 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	Wednesday, September 23, 2015
Legal Notice in Newspaper	Wednesday, September 23, 2015
Last Day to Submit Questions	Friday, October 2, 2015
Answers to Questions Provided	Friday, October 9, 2015
Proposals Due	Friday, October 16, 2015
Interview of Finalists & Award Recommendation	Week of October 26, 2015
Approval of Proposal by Village Board	Monday, November 16, 2015
Project Completion	Friday, January 15, 2016

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. **Four (4) sealed hardcopies of the proposal:** Not later than the submittal deadline, Proposers must submit four (4) 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 two (2) 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 # 15-027 – UTILITY BILL & VEHICLE STICKER APPLICATION PRINTING 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 #15-027 UTILITY BILL & VEHICLE STICKER APPLICATION

Please list proposed total annual price based on approximately 150,000 Utility Bills annually and approximately 30,000 Vehicle Sticker Applications bi-annually.

	Utility Bills	Vehicle Sticker Application
Year One (2016):	\$	Not applicable
Year Two (2017):	\$	\$
Year Three (2018):	\$	Not applicable
Year Four (2019):	\$	\$
Year Five (2020):	\$	Not applicable

Additional Costs

Additional costs for one page insert per piece: _____ Year One
 _____ Year Two
 _____ Year Three
 _____ Year Four
 _____ Year Five

Additional costs for two page inserts per piece: _____ Year One
 _____ Year Two
 _____ Year Three
 _____ Year Four
 _____ Year Five

Additional costs for selective inserting:	_____	Year One
	_____	Year Two
	_____	Year Three
	_____	Year Four
	_____	Year Five

Please list any other miscellaneous charges (i.e. additional programming, changes after initial set-up, etc.) below.

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

- A – Sample Standard Form Contract 22
- B - Current Utility Bill – Front Page*
- C - Current Utility Bill – Reverse Page*
- D – Current Vehicle Sticker Application – Front Page*
- E – Current Vehicle Sticker Application – Reverse Page*

The * symbol indicates the Exhibit is under separate cover online.

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