## NOTICE



## Website Design, Hosting, Support, Maintenance

The Village of Orland Park is requesting proposals from interested parties for Website Design, Hosting, Support, and Maintenance of the Village's website. Proposals are due not later than 11:00 A.M. on March 8, 2018 at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462. 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, available for inspection at the Office of the Village Clerk and online on the Village's Bid/RFP website on BidNet Direct at www.bidnetdirect.com/illinois/villageoforlandpark.

No submittal shall be withdrawn after the opening of the proposals without the consent of the Village for a period of ninety (90) days after the scheduled submittal deadline.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



## REQUEST FOR PROPOSALS #18-009

## Website Design, Hosting, Support, Maintenance

## <u>ISSUED</u>

February 8, 2018

SUBMISSION DEADLINE

March 8, 2018 11:00 A.M.

Office of the Village Clerk John C. Mehalek, Village Clerk 14700 South Ravinia Avenue Orland Park, Illinois 60462

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I – INSTRUCTIONS TO PROPOSERS



#### <u>OVERVIEW</u>

The Village of Orland Park ("Village") is requesting proposals from interested parties for Website Design, Hosting, Support, and Maintenance of the Village's website.

#### SUBMISSION DEADLINE

Proposals must be submitted no later than 11:00 a.m., local time, on March 8, 2018. 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.

#### CONTACT INFORMATION

All questions related to this proposal must be submitted in writing, no later than <u>12:00 p.m. local time</u> <u>on February 22, 2018</u>, to:

Name: Ms. Mary Klinger Dept: Business Information Systems Email: MKLINGER@orlandpark.org Fax: (708) 403-6190

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 new Bid/RFP website, BidNet Direct. Answers to questions will not be mailed to potential proposers. In order to receive notification of any addenda, please register online on BidNet Direct at <u>www.bidnetdirect.com/illinois/villageoforlandpark</u>. This service is free of charge. Note that if you have previously registered for notifications on the Village's website (www.orland park.org), you will no longer receive notification after February 18, 2018.

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 nonresponsive.

#### PROJECT OBJECTIVES AND GOALS

The primary objectives and goals of the website redesign are as follows:

<u>Interactive and Engaging Website:</u> The Village of Orland Park desires to redesign our current website to include an intuitive, easy-to-use interface that enables residents, visitors and business partners to complete their tasks quickly and easily regardless of the device used. The solution should also be easy to maintain for village administrators and content creators, streamline business operations and increase productivity, which will include online form processing.

Purpose of the New Website:

- Serve the needs of all users by allowing them to easily find what they are seeking, providing them with access to key services on a 24/7 basis, allowing them to share information and to interact with our staff;
- Promote the transparency of local government by making it easy to share and post information, and for users to find and interact with the information;
- Represent and brand the Village for residents, visitors, businesses and elected officials, and showcase our community in a way that highlights why this is a great place to live, visit and do business;
- Provide a pleasant experience for all users by making it easy for them to complete their tasks or find what they want in a straightforward manner;
- Be strategic and nimble, focusing on making Village content useful, interactive and engaging. The site should be adaptable to change to remain relevant in the future.

<u>Customers:</u> The Village takes a broad customer-centric view of the community as anyone who visits the website or community is a customer. The Village's website is our digital front door and our goal is to focus on the needs of our customers and on improving our interactions and engagement with our customer base.

<u>Strategic Partnership:</u> The Village desires a vendor partner who understands the local government market, who will help guide us to where we want to be today, and provide ongoing services and support to keep us there in the future.

<u>Research Based Design</u>: The Village wants a site that meets the unique needs of the community, not a "cookie-cutter" or templated solution. The vendor should employ a strategic research-based and data-driven process to gather input, define expectations and design a consistent, user-friendly navigation framework for the website that meets the needs of all users.

<u>Responsive Site:</u> Visitors to the site will utilize a wide variety of devices to access the website, including computers, tablets and mobile smart phones. The Village's new website should automatically detect



the screen resolution of any device and respond with a view of the site that is optimized specifically for that screen. This will ensure that all users will be able to view our site, no matter what device they are using.

<u>Accessible Site:</u> The new website should comply with World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA compliance) and Section 508 of the Rehabilitation Act of 1973. In addition, the vendor should follow best practices, voluntary standards and guidelines developed by the World Wide Web Consortium's (W3C) Web Accessibility Initiative (WAI), and train our users in creating accessible content.

<u>Flexible Solution:</u> The new site should build on proven and accepted website development standards while maintaining flexibility to easily grow and add new functionality over time and <u>with minimal cost</u>. The solution should also accommodate existing auxiliary department sites to maintain a unique look and feel, but share overall infrastructure and features.

<u>Robust Hosting Environment:</u> The Village is seeking a hosted website solution that should include guaranteed uptime backed by a service level agreement, full disaster recovery and detection and mitigation of malicious cyber-attacks.

<u>CMS</u>: The vendor's hosted Software as a Service (SaaS) Content Management Solution (CMS) should be in a state of constant evolution and improvement. The annual subscription fee should cover ongoing support plus regular monthly updates and improvements to existing features of the CMS and incorporate new enhancements and features over time. This will enable the Village to adapt to an evolving marketplace and to continually meet customers' needs.

<u>Simplify and Streamline Administration:</u> The solution should:

- Simplify website administration, allowing users of all skill levels to update assigned sections of the website.
- Streamline business operations and reduce the amount of time that IT spends on enhancing and maintaining the site.

#### Target Audiences:

- Residents and potential residents of varying backgrounds, reading and language ability
- Potential visitors to the community
- Businesses operating in the community and/or businesses looking to relocate to the community or potential sponsors
- State/county/local government and non-profit agencies that support and complement our community's business
- Elected and appointed officials
- Community members and organizations
- Local and national media
- Local school districts and students
- Land owners and developers (resident and non-resident)



#### PROJECT DETAILS

#### CURRENT ENVIRONMENT

Existing Website: Launched in 2013, hosted by CivicPlus.

<u>Content Management:</u> The website consists of 1300 web pages managed by the designated departmental administrators using provider's portal.

<u>Content Strategy:</u> Village departments with content are able to access and update content <u>only within</u> their section of the website.

<u>Website Documents:</u> The site contains numerous documents and file types (MS Word, Excel, PowerPoint, PDF, SlideShare, JPG, GIF, and MP4 audio files).

<u>Website Platform:</u> The site platform is managed by CivicPlus.

Website Hosting: The site is hosted at CivicPlus.

#### SCOPE OF SERVICES

<u>Vendor Experience and Development Criteria:</u> Preference will be given to vendors with experience developing local government websites, with special attention given to vendors' breadth of experience, references, number of years of experience and expertise of staff.

Additional development criteria include:

- **Collaborative Effort** The website will be developed through the cooperation of the Village of Orland Park and the vendor, and facilitated under the supervision of a dedicated project management professional in the direct employ of the vendor.
- Skilled Team Vendor will supply an experienced project manager with resumes of the team to show user experience, design and development professionals to supplement the development process led by the project manager. This team should include staff members skilled in local government website user experience, navigation and information architecture, local government website design, accessibility, and support and training of the content management system.
- **Proven Development Process** Vendor should have a proven development process and flexible timeline structure that favors the availability and time commitment of the Village of Orland Park.
- Proven Content Management System The proposed content management software must be a proven platform for website development and local government website



architecture. Development that is requested and approved by the Village of Orland Park should be performed by the vendor utilizing agile software development methodologies that encourage collaboration between the developer and the Village of Orland Park.

• Internal Development Staff – The Village of Orland Park prefers a vendor utilizing its own development staff rather than subcontracting pieces of the project development to additional vendors.

<u>Design Guidelines and Qualifications:</u> The design of the website should be welcoming, attractive and created by a member or members of the vendor's professional design staff. The final version of the design should be a collaborative effort between the Village of Orland Park and the vendor, incorporating elements that effectively represent the Village of Orland Park's brand and image through a data-driven and consultative development process.

The vendor should utilize a data-driven design process to gather information to complete a comprehensive redesign of our website. The techniques should include the best practices of usability and user experience:

- Homepage heat mapping the vendor should use heat mapping to collect information about every action taken on the current site to review functionality and behavior. The heat mapping should include where people have clicked, scrolled and hovered on the page.
- Accessibility validation (WCAG 2.0) the vendor should analyze the accessibility of the current site and make recommendations for the new site.
- Site analytics the vendor should utilize historical site analytics to understand patterns and information useful to the development of the new site.
- **Mobile usability** the vendor should analyze the current site for mobile usability and review the mobile site statistics to understand the needs of the current visitors.
- User usability testing usability testing allows vendor to conduct user research with participants in their natural environment to test interaction and identify issues with navigation and layout. The result of the usability design study should be a written report with design recommendations and a wireframe version of the proposed new website that will be used to develop homepage and interior page design concepts.



Specific design guidelines include:

- Accessibility Website design and associated elements must comply with WCAG2.0 and Section 508 of the Rehabilitation Act.
- **Consistent Website Design** Website design must remain consistent throughout all pages to maximize usability, except where differentiating between departments or sections of the website as requested by the Village of Orland Park.
- **Design Overview** Website design must be visually appealing, incorporating the Village of Orland Park's colors and logo where appropriate.
- **Design Process** The vendor shall develop an original design for the Village of Orland Park and over a period of time during the development of the website, consult with key members of the Village of Orland Park's website redesign committee to make revisions and alterations to the vendor's original design submission.
- **Easy Updating** Design elements should include background images, photographs, logos and buttons that are easily updated or swapped out by our staff at any time and without incurring any additional implementation or update charges.
- Website Design and Content Ownership Ownership of the website design and all content should be transferred to the Village of Orland Park upon termination of the agreement.

<u>Responsive Website:</u> There are two ways to build a responsive website – using responsive design and adaptive design. Responsive design provides one layout that fluidly changes depending on the size of the screen. Adaptive design has several distinct layouts for multiple screen sizes that are built for the distinct needs of that device. The Village is seeking a vendor partner who has experience in both approaches and who will recommend the best solution for our needs.

The vendor is expected to produce a responsive website for the Village of Orland Park to meet the needs of users accessing the site on a variety of devices, including computers, tablets and smart phones. Vendor must have proven success in previous responsive design projects.

The solution should automatically detect the screen resolution of any device and respond with a view of the site that is optimized specifically for that screen. This will ensure that all users will be able to view our site, no matter what device they are using.

The project is expected to include:

- Clean visual design incorporating the Village of Orland Park's logo and branding.
- Responsive site creation that includes, but not limited to:
  - o Creation of responsive templates



- o Creation of fluid grids
- o Navigation redesign
- o Taxonomy and site map
- o Image adjustments
- o Ability to adjust or modify responsive views on individual pages or templates

#### Technology/Platform Requirements:

- **Browser Support** The Village of Orland Park is looking for the new website to support mobile and desktop versions of Apple Safari, Google Chrome, Microsoft Internet Explorer and Edge, Android, and Mozilla Firefox. The site should support all versions of the browsers that have been released within the last 5 years.
- DDoS Mitigation The hosted solution should protect the website against Distributed Denial of Service (DDoS) and other cyberattacks, and should be able to detect and mitigate malicious traffic within seconds. The solution should have smart- detection technology that can identify the source and analyze the behavior of the attack.
- Disaster Recovery In the event of any outage impacting the primary data center, the hosting solution must have a disaster recovery or backup data center where our website visitors will continue to be able to access our site. The Recovery Time Objective (RTO) should be 60 minutes or less and the data replication (Recovery Point Object or RPO) should be 15 minutes or less.
- Hosting Data Center and Backup Data Center The hosting platform must be in a certified data center (SSAE 16 Type II Compliant) with multiple layers of security access, redundant ISP providers, backup power and redundant generator, and Firewall protection.
- **Page Load Time** The solution should ensure that pages load on an average of 1.5 seconds of less.
- **Programming Experience** Explain your firm's experience with other programming capabilities that would be useful in developing websites.
- **Responsive CMS Recommendation** The Village of Orland Park is looking to have the vendor recommend a content management system. Explain your firm's experience utilizing recommended CMS in designing responsive websites.
- System Uptime Guarantee The hosting platform should have a guaranteed uptime of 99.9% and be backed by a Service Level Agreement (SLA).



- Third Party Plugins The Village of Orland Park will allow the vendor to use third-party plugins where appropriate as potential solutions for a requirement.
- Web and Database Servers Preference will be given to vendors that split website management between web servers and SQL database servers in order to optimize load time and efficiency in the hostingenvironment.

<u>System Functionality:</u> The vendor's proposed content management system (CMS) should be a webbased application that provides the core of the entire development process, being both the platform for development and the tool by which system administrators and contributors can update the new website. The CMS may feature plug-in applications or modules that enhance the functionality of the website, though core features should center around ease- of-use, flexibility and, for ongoing stability, established information architecture and hosting environment.

The CMS must allow non-technical content contributors the following abilities:

- Administrative Dashboard The administrative portion of the CMS shall be accessible for all content contributors and feature a customizable interface that displays critical shortcuts, on-site items that require attention, recent activity logs and an internal messaging system that displays administrative messages and updated information.
- Automatic Sitemap The CMS should automatically create and update a sitemap and onpage breadcrumbs when content is added, edited or removed from the site.
- Content Expiration Notification of expiration of site content shall be received by content owners through notifications available via the CMS, including a dashboard administrative display and e-mail notifications. The dashboard should also detail the dates for when specific content was last updated and allow for notifications when certain time periods are reached.
- Content Management A way to add, edit and move content directly on an assigned webpage without the need to utilize or be trained on a back-end administrative system (i.e. HTML).
- **Content Preview** Content publishers must have the ability to preview changes prior to publishing on the site.
- **Content Scheduling** Content added to the site, whether as part of page content or additions to plug-in applications or modular elements shall feature delayed posting and automatic expiration abilities based on date and time.
- **Hyperlinking** Users who wish to add simple links either internal or external should be provided with an option to do so through an automatic hyperlinking option.



- **Menu Updates** Content publishers should be able to add and update menu items if assigned the appropriate permission level.
- Online Help and Training Videos 24/7 access to support materials including, but not limited to: online training manuals, support FAQs, customer support forums, instructional videos, informational newsletters, informational and support-driven webinars (live and archived), request forms, online education courses and support- related updates through common social networking mediums.
- **Page Templates** Content publishers must have the option to use pre-created page templates to assist in the formatting and development of new content.

Content publishers should have the ability to place widgets or content blocks on page templates that serve specific purposes and streamline the template building process. Widgets can represent any key function such as calendars, directory, e-notification, FAQs, search, etc. Widgets should have settings to customize their look and function to meet specific needs.

Content publishers must have the option to share templates with and use templates from a wider community pool which shares consistent page development.

- **PDF Conversion** Ability to convert documents to PDFs via an included PDF conversion tool.
- **Spell Check** Editor should include spell-check functionality.
- **Support Access** Trained content creators of the CMS shall have access to live support via e-mail or phone during vendor's normal businesshours.
- WYSIWYG Editor The CMS must have an advanced WYSIWYG rich text editor for content additions and updates that, while allowing flexibility for higher-end content contributors, is simple and straightforward, giving basic content contributors a basic set of fewer options to alter established site styles.
- Mandatory Editor World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA compliance) and Section 508 of the Rehabilitation Act of 1973.

The system shall also include the following features for use by administrative users:

• Approval Workflow – The ability to manage administrative access to the site through a permission system that defines in-system rights and workflows including content approval for both general content and modular applications that are included as a part of the CMS. Administrators should be able to define the workflow, assign the workflow to



content groups and content types, and assign users to workflow rules. The system should support three or more approval levels.

- CMS Activity Reporting A report detailing all changes and activity taking place on the website through content contributors and administrators, which can be filtered by start and end dates, times, by content type and by action taken, and exportable.
- Content Categories Administrators shall have the ability to create content categories within CMS applications and modules and edit the parameters for categories.
- **Emergency Live Support** Designated administrators shall have access to live support for emergencies. <u>Please specify the timeframes for emergency support.</u>
- Graphics Administration Administration of on-site banners and graphics, with the ability to add new banners and on-site graphical elements and assign those elements to specified areas of the site
- Login History A separate history report detailing user login history, including the user type, the date and time of the attempted login, the IP address of the user and whether or not the login attempt was successful.
- Menu Administration Administrators shall have the ability to add, edit, update and move menu items, affecting overall site structure and organization.
- **Permissions** The permission system shall be divisible into both user administration and group administration, allowing permission levels to be attributed to groups to which users can be added.
- Site Search Statistics Access to site search statistics, including the ability to filter searched terms by date and time, which can also be exported.
- User-friendly URLS System should allow for creation of user-friendly URLs
- URL Re-directs "URL Aliases" that can redirect requests to other pages on the site
- FTP Access ability to upload and host files outside of the CMS

<u>Maintenance and Support</u>: The vendor's CMS, including all features and modular applications associated with the CMS, must have qualified and available support included as a part of ongoing services to maintain the CMS, using guidelines, structures and materials meeting the following criteria:

• Online Training Videos – An online repository of training videos for the purposes of fully training new staff members or retraining existing staff members.



- **Support** The vendor shall provide access to live support available via e-mail or phone during vendor's normal business hours. The support team must be fluent in the functionality and uses of both the content management system's features and associate applications and modules.
- Support Materials 24/7 access to support materials including, but not limited to: online training manuals, support FAQs, customer support forums, instructional videos, informational newsletters, informational and support-driven webinars (live and archived), request forms, online education courses and support-related updates through common social networking mediums.
- Support Service Level Agreement In all submitted proposals, vendors shall be able to produce a Service Level Agreement that details guarantees of customer support as well as a service escalation process.
- While website content updates are to be managed by the Village of Orland Park through the CMS, vendor must commit to regular maintenance and updating of the CMS and associated applications for the purposes of keeping the existing software up-to- date as well as introducing new functionality and applications.

#### Vendor shall commit to:

- CMS Development Process An internal process dedicated to reviewing new technologies and implementing development projects in order to provide a more robust CMS with additional features and applications.
- **CMS Improvements** Regular maintenance of the CMS to improve existing functionality and, when appropriate, take the Village of Orland Park's requests into consideration.
- CMS New Features Rolling upgrades of the solution that strengthen and update the CMS's functionality and associated applications.
- Software Service Level Agreement In all submitted proposals, vendors shall be able to produce a Service Level Agreement that details guarantees of upgrades and the dedicated process for improving the software purchased by the Village of Orland Park.

<u>Additional Options:</u> Although the Village of Orland Park has these specific requirements, it is also interested in your ideas for the approach of redesigning the style of the Village of Orland Park's website. Respondents are encouraged to consider and propose alternative solutions and recommendations. The Village is particularly interested in specific web functionality that your company may have already developed and deployed for other customers.

#### System Administration:

• **Broken Link Review** – An administrative center for reviewing quality assurance, including detailing broken links on the website, including the referring page location so that links can be corrected.



- **Dynamic Menu Structure** A dynamic menu structure, with the ability to easily add, edit, move and delete menu items in multiple structural areas of the site.
- Infinite Menu Levels An infinite menu level system that allows the addition of an unlimited number of menu levels by the Village of Orland Park.
- Infinite Page Structure An infinite page structure system that allows the addition of an unlimited number of pages by the Village of Orland Park.
- SSL Certificate One or more SSL certificates to encrypt data contained in site transmissions.
- Website Analytics An administrative center for reviewing, filtering and exporting overall website statistics, including the ability to view statistics by page or section and presenting the information in a graphical representation.

#### System Features:

- Accessibility Add-ons Accessibility software embedded in the website that offers users access to larger fonts and audible content
- Active Directory Integration The solution should have Active Directory integration for authentication.
- Advanced Site Search Provide an internal site search that:
  - o Users should be able to sort search results by date, content, title or relevance; users should be able to filter by type of content and easily apply advanced search techniques, such as Boolean, if desired.
  - Administrators should be able to tune the search results by using synonyms for common words or terms, and promote pages through the use of keywords.
  - Search functionality should search web content as well as the contents of files (PDFs, Word Documents, etc.)
  - o Is contained exclusively within the Village of Orland Park's site and not outsourced to an external page hosted by a search provider such as Google.
- APIs, Import and Export Major components should have import and export capabilities, and APIs should be defined.
- Bids and RFP Postings Should include Bids and RFP postings where RFP's can be posted along with amendments and updates. RFP's should be schedulable and should have the capability to automatically expire on a certain date to ensure that the site is always up-to-date.



- **Blogging** Solution should allow the creation of multiple blogs to be used by different individuals or departments within our organization. Blogging functionality should include the ability to tag or categorize posts, include a calendar and commenting functions.
- Citizen Request Management Tool Solution should have a citizen request module that allows citizens to submit requests using quick and easy forms and provides online progress tracking. Administrative side of solution should allow for creating rule-based workflow and automatic deadline notification.
- **Contact Us Form** Capability for citizens to contact Village of Orland Park staff through the use of a "contact us" form on the site for each division and department.
- **Department/Division Pages** A-Z Guide and Department/Division pages for navigating the site will be available, but as a secondary option; primary site organization will be citizen centric and function based.
- **Document Archive** A document archive for specified categories of documents with built-in filtering abilities and search capabilities.
- **Document Storage** A document storage application with unlimited levels of folders, providing centralized storage of any type of file.
- E-Notifications Want a tool that provides a sign-up box allowing users to add their email addresses to receive important notices. Users should be able to set their preferences and should have their sign-up validated via a confirmation email. Functionality should be integrated with calendar, news, E-newsletter and Bids and RFP postings.
- E-Newsletter Solution should have E-newsletter tool functionality.
- Embedded Audio/Video/Media and Social Media Easy embedding of audio, video, media and social-networking applications with associated embed codes.
- **Emergency Alert** Solution should have an easily visible and changeable emergency alert notifications that link to critical on-site information.
- Emergency Home Page Solution should have ability to create and easily swap out home page for emergencies, voting results or other short-term purposes.
- **FAQ Tool** Solution should have a FAQ application that allows an unlimited number of FAQ categories or types to be added to the site, with an unlimited number of items allowed to be added within each individual category.
- Form Creator Solution should have an online form development tool for the Village of Orland Park to develop interactive forms:



- Ability to have unlimited categories of forms, with an unlimited number of forms in each category.
- o Ability for citizens to complete and submit forms electronically.
- o Method by which form data is stored in a database and can be exported in a usable format from the CMS.
- o Capability to merge forms with other applications of the CMS.
- o Ability to customize forms for other applications of the CMS and tie directly into those tools.
- o Ability to customize forms to accept and process payments through integrated ecommerce functionality with or without the need to connect to a third-party software source.
- o Ability to import items from forms available via third party sources (state agencies) and replicate on Village of Orland Parkforms.
- **GIS Mapping** Ability to integrate with the Village of Orland Park's GIS mapping applications.
- **HTML Code** The solution should have the capability to view the HTML code of any individual page and directly add or alter the code as necessary.
- iFrame Functionality The solution should have iFrame functionality to seamlessly embed other documents within any HTML page. Examples of embedded content include videos, third party applications, Slideshare documents, websites, etc.
- **Image Management** Image management tools for the addition of images to onsite content through web pages and modular elements associated with the CMS.
  - Image editing abilities on uploaded images, including the ability to change, resize images dynamically based on width and height, ability to constrain proportions, flip images, rotate images, crop images, restore images and save altered images as a thumbnail or alteration of the original upload or to replace the original upload with the altered image.
  - To upload multiple images at one time and associate images with specific pages; the maximum file size should be no less than four (4) megabytes.
  - o Ability to preview images prior to association with on-site content.
  - Ability to alter image properties, including image width, image height, capability to associate or disassociate width and height, border color, border width, image alignment, margins and application of CSS classes from overall website styles.



- o Full accessibility options provided in an easy-to-use interface that promotes all image-based aspects relating to Section 508 of the Rehabilitation Act, including specification of alternate text and long descriptions.
- Intranet As an option, the solution should have a "true" intranet that can be implemented and hosted on our servers behind our firewall for increased privacy and security of our internal data. The intranet solution should leverage the same content management system and allow us to share content easily with our public website without having to duplicate data. The intranet should contain the following: document storage, news, calendar, forms, staff directory and workflow. It is understood that the intranet may include an additional setup and maintenance fee, and is not necessarily in the current scope.
- Language Translation Solution should have functionality to have multiple language translations. Please specify the languages available in your solution.
- **Mapping** Solution should include image mapping tools to create clickable maps or images with multiple hyperlinked points
- Mega Menus The solution should provide capability for fully-customizable mega menus, including options to define the number of levels of navigation, columns and the ability to place widgets (images, content and calendars) on the menu. Mega Menus should be unique to each main navigation item
- Meetings Manager The solution should have a module that allows staff to efficiently manage council and commission meeting process including the ability to submit meeting agenda items, build agendas and log minutes. Functionality should include the ability to create different types of meetings and items, customizable approval workflows and an agenda builder with drag-and-drop feature to organize finalize an agenda.
- News Posting The solution should have the ability for use to post press releases, features stories and "what's new" content on the site. News content should have an auto archiving functionality to archive posts after a certain time frame. The News should also have RSS feeds automatically available if desired by website visitors.
- One-Click Social Media Provide the ability to cross-post content from the CMS to the Village of Orland Park's social networking accounts.
- Online Payments The solution should have integrated online payment functionality where transaction information can be directly transmitted securely to a third-part vendor who would then process the credit card or e-check, and remit the funds into a specific bank account. Transactions should be logged into a local database for reconciliation and reporting purposes. For security purposes, credit card and confidential financial



information should not be stored on the system. The solution should integrate with online forms.

- Online Polling The solution should have the ability to create and provide a poll on the website. Depending on the poll settings, the poll will appear on the public website inside a polls widget. The functionality should include the ability to add, edit, import, export and copy the poll. The admin should be able to define poll categories and capture/display poll results.
- **Photo Slideshows** Creation of slideshows using multiple images and common tools found in the image management portion of the website CMS. This includes the ability to alter the order, speed, transition type, duration and layout of on- site slideshows.
- **Remote Login and Update** Secure access for employees to work remotely and/or update the site through the use of a mobile device.
- **RSS Feeds** Solution should have feeds to keep users and subscribers up-to-date on important events, news and announcements from the website. Users should be able to subscribe from any RSS reader.
- Search Tool Provide the ability to search the website based on user preferences or subjects/category. This will give the Village the ability to track on key word metrics.
- Service Directory A service directory organizes the functions of an organization instead of departments. This is key to serving the needs of the community by letting users search by topic or services. The service directory should allow users to search by keyword and should filter by category.
- Single Sign-on Should have a component where registered users can log in, view and update their information, all from their dashboard. Registered members can be added through the CMS, imported from a spreadsheet or users can add themselves via the frontend user interface.
- Social Media Integration Integrate Twitter and Facebook feeds and other social tools, including the ability to comment on specific pages and/or events through social media.
- Staff Directory A staff directory with unlimited levels of divisions, departments and groups, with options for expanded staff biographies and images; e-mail addresses associated with directory listings shall be automatically obscured from automated methods e-mail collection.
- Streaming Audio/Video Center Provide capability for storing video for up to 50 meetings per year with an average of 4 hours per meeting, and 120 hours of specialty content per year.



- **Tagging** Ability to tag any content and search, sort or view based on those tags.
- Third Party Integration Ability to integrate with existing 3<sup>rd</sup> party applications
- User-centered Content Organization of the site content will be functional and usercentered for ease of use by citizens and business.

#### PROPOSAL SUBMISSION

The form of proposal included with this RFP in Section II must be completed in full and signed by an officer with authority to execute contracts. All documents in Section II must be completed and submitted with the proposal.

In addition to the forms and certifications in Section II of this RFP, Proposers must include the following with their Proposal in narrative and/or outline form ("Technical Proposal"):

<u>Experience:</u> Describe the experience of the company and your involvement in projects of similar size and scope. Include the names of at least three (3) references and provide address and telephone information for each reference. The vendors grant the Village permission to contact said references and ask questions regarding prior work performance.

<u>Operating History:</u> Provide background information on your company, 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 vendor to meet all contractual requirements.

<u>Qualifications:</u> List the abilities, qualifications, licenses and experience of the persons who would be assigned to the engagement and their experience on similar contracts.

<u>Proposed Fee:</u> The submitted proposal shall include a scope of work pricing sheet (pricing guide). These prices shall include all permits, insurance, goods/materials, equipment, plant/laboratory facilities, work, transportation, documentation and expense necessary to perform the work in accordance with the Specifications included in this request for proposal. The submitted proposal price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

Total Cost shall include:

- CMS Software Cost
- Website Design Services Cost
- Installation Services Cost
- Training Services Cost
- Hosting Services Cost
- Project Management Cost
- Annual Maintenance Cost
- Subsequent Annual Cost Increases



#### PROPOSAL SUBMISSION REQUIREMENTS

#### TECHNICAL PROPOSAL

In addition to the required forms in Section *II* of this RFP, Proposers must include the information requested on page 18 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.

**Proposal Summary Sheet** – Section *II* includes the Proposal 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

<u>Not later than</u> 11:00 a.m., local prevailing time on March 8, 2018, all sealed proposals must be submitted to the Village Clerk's Office labeled <u>RFP #18-009 Website Design</u>, Hosting, Support, <u>Maintenance</u> 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 <u>must be</u> signed and received by the Village of Orland Park in the Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462.



#### <u>COPIES</u>

Proposers must submit three (3) complete, sealed and signed hardcopies of the proposal along with one flash drive containing the full proposal. Two (2) bound sets and one (1) unbound set - shall be marked "Original" and must contain original signatures. Please label the flash drive with your company name. 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.

#### <u>OTHER</u>

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 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.

Prevailing Wages – The Prevailing Wage Act is not applicable to this work.

**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 <u>written Notice to Proceed</u> 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.

**Length of Contract** – The term of the services contract herein granted shall begin with the Notice to Proceed and continue for 3 years from the "Go Live" date, with the option to renew for 5 additional years.

**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 prices, vendor's qualifications, and additional factors deemed relevant.

The following represent the principal selection criteria which will be considered during the evaluation process.

- System Infrastructure 10%
- System Architecture 10%
- Product Implementation 30%
- Vendor Qualification 20%
- Vendor Selection 10%
- Total Cost/TCV 20%

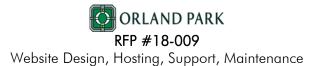
The Village of Orland Park retains the right to refuse any and all proposals. Conditional proposal, or those which take exception to the Contract documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

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 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.

Proposal Timeline Dates		
RFP Release Date	February 8, 2018	
Written Questions Due	February 22, 2018	
Response to Vendor Questions	February 26, 2018	
Proposal Deadline	March 8, 2018	
Completion of Proposal Evaluations	March 16, 2018	
Presentations by Selected Vendors	Week of March 19- 23, 2018	
Final Vendor Selection	April 6, 2018	
Anticipated Website Launch	Q3 2018	

#### Interviews and Demonstrations:

The evaluation team reserves the right to request an interview with the top qualifying vendors. Each interview session may require an on-site demo and presentation.



#### 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. Proposal Summary Sheet
  - b. Affidavit of Compliance
  - c. Three (3) References
  - d. Insurance Requirements
- 3. Proposers must submit three (3) complete, sealed and signed hardcopies of the proposal along with one flash drive containing the full proposal. Two (2) bound sets and one (1) unbound set shall be marked "Original" and must contain original signatures. Please label the flash drive with your company name. 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 labeled <u>RFP # 18-009 Website Design, Hosting, Support, Maintenance</u> 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 Addenda (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 # 18-009 Website Design, Hosting, Support, Maintenance

IN WITNESS WHEREOF, the parties hereto h	nave executed this proposal as of date show
Organization Name:	
Street Address:	
City, State, Zip:	
Contact Name:	
	ax:
E-Mail address:	
CMS Software Cost Website Design Services Cost Installation Services Cost Training Services Cost Hosting Services Cost Project Management Cost <b>Proposal Total</b> Annual Maintenance Cost Year 1 Annual Maintenance Cost Year 2 Annual Maintenance Cost Year 3 % increase of annual maintenance In subsequent years	\$ \$ \$ \$ \$ \$ \$
Signature of Authorized Signee:	
Title:	
Date:	

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

## AFFIDAVIT OF COMPLIANCE

	e undersigned (Enter ) d on behalf of	Name of Person Making Affidavi (Enter Name of Business Orga		(Enter Title of Person Making Affidavit) , certifies that: n)
1)	BUSINESS ORGAN	<u>NIZATION:</u>		
	The Proposer is au	thorized to do business in Illinoi	s: Yes	[] No[]
	Federal Employer The form of busine	I.D. #: (or Social Security # if ess organization of the Proposer		proprietor or individual) ck one):
	Sole Proprieto Independent C Partnership LLC Corporation	r Contractor (Individual) 	(Date	e of Incorporation)
0)			~ \/	

## 2) <u>ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS</u>: 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) <u>SEXUAL HARRASSMENT POLICY</u>: 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) <u>TAX CERTIFICATION</u>: Yes [ ] No [ ]

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (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 Contractor set forth on the Proposal, 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

\$1,000,000 – Each Accident \$1,000,000 – Policy Limit \$1,000,000 – Each Employee Waiver of Subrogation in favor of the Village of Orland Park

#### AUTOMOBILE LIABILITY

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

#### GENERAL LIABILITY (Occurrence basis)

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

#### EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

Any insurance policies providing the coverages required of the Contractor shall be <u>specifically endorsed</u> 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 proposer 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 proposer.

	ACCEPTED & AGREED THIS	DAY OF	, 20
--	------------------------	--------	------

Signature

Authorized to execute agreements for:

Printed Name & Title

Name of Company

III – EXHIBITS



(Contract for Professional Technical Consulting)

This Contract is made this xx day of \_\_\_\_\_, 201x by and between <u>The Village of Orland</u> <u>Park</u> (hereinafter referred to as the "VILLAGE") and \_\_\_\_\_\_(hereinafter referred to as the "CONSULTANT").

### WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONSULTANT

(hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

<u>SECTION 1: THE CONTRACT DOCUMENTS:</u> 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.

This Contract The Terms and Conditions The Proposal(s)/Statement(s) of Work as it is responsive to the VILLAGE's requirements All Certifications required by the Village Certificates of Insurance

<u>SECTION 2: SCOPE OF THE WORK AND PAYMENT:</u> The CONSULTANT agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

# Provide professional technical consulting services as described in the attached proposal. See proposal for complete scope of work as requested by the Village of Orland Park

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONSULTANT pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amount:

#### TOTAL COST: TO BE DETERMINED AND AGREED UPON PER EVENT.

<u>SECTION 3: ASSIGNMENT:</u> CONSULTANT 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.

<u>SECTION 4: TERM OF THE CONTRACT</u>: This Contract shall commence on the date of execution. The WORK shall commence upon execution of each proposal and receipt of a Notice to

Proceed and continue expeditiously from that date until final completion or by the agreed upon time frame per proposal for each event. This Contract shall continue indefinitely, 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 CONSULTANT 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 CONSULTANT, 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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 consultant 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 CONSULTANT in compliance with the CONTRACT DOCUMENTS.

<u>SECTION 6: COMPLIANCE WITH LAWS:</u> CONSULTANT 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: CONSULTANT hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 <u>et seq</u>., and that the CONSULTANT 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 CONSULTANT 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. CONSULTANT 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. CONSULTANT 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 CONSULTANT 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: 708-403-9212 e-mail: To the CONSULTANT:

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 professional standards applicable to 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 CONSULTANT'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 CONSULTANT shall replace any incompetent, abusive or disorderly person in its employ.

<u>SECTION 9: PAYMENTS TO OTHER PARTIES:</u> The CONSULTANT 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.

<u>SECTION 10: COMPLIANCE:</u> CONSULTANT 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.

<u>SECTION 12: LAW AND VENUE:</u> The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

<u>SECTION 13: MODIFICATION:</u> This Contract may be modified only by a written amendment signed by both PARTIES.

<u>SECTION 14: COUNTERPARTS</u> 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 CONSULTANT
Ву:	Ву:
Print Name:	Print Name:
lts:	lts:
Date:	Date:

#### VILLAGE OF ORLAND PARK PROFESSIONAL CONSULTING SERVICES GENERAL TERMS AND CONDITIONS

1. <u>Relationship Between CONSULTANT and VILLAGE</u>: The CONSULTANT shall serve as the VILLAGE's professional consultant on the WORK, or phases of the WORK, to which this Contract applies. This relationship is that of a buyer and seller of professional services and as such the CONSULTANT is an independent contractor in the performance of this Contract and it is understood that the parties have not entered into any joint venture or partnership with the other. The CONSULTANT shall not be considered to be the agent of the VILLAGE. Nothing contained in this Contract shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or CONSULTANT.

2. <u>Responsibility of the CONSULTANT</u>: Notwithstanding anything to the contrary which may be contained in this Contract or any other material incorporated herein by reference, or in any Contract between the VILLAGE and any other party concerning the WORK, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the VILLAGE, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the WORK. The CONSULTANT shall not be responsible for the acts or omissions of the VILLAGE, or for the failure of the VILLAGE, any architect, another consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the WORK documents, this Contract or any other agreement concerning the WORK. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.

The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or consulting time schedule adjustments, and CONSULTANT and the VILLAGE shall negotiate appropriate contract adjustments acceptable to both parties to accommodate any changes. The CONSULTANT is not responsible for, and VILLAGE agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the CONTRACT DOCUMENTS, unless such errors are the result of the work of the CONSULTANT. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the CONSULTANT in the exercise of its professional service, is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. <u>Changes</u>: VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or consulting time schedule adjustments, and CONSULTANT and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes, if commercially possible.

4. <u>Suspension of Services</u>: VILLAGE may, at any time, by written order to CONSULTANT (Suspension of Services Order) require CONSULTANT to stop all, or any part, of the services required by this Contract. Upon receipt of such an order, CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the

services upon expiration of the Suspension of Services Order. CONSULTANT will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. <u>Documents Delivered to VILLAGE</u>: Drawings, specifications, reports, and any other WORK documents prepared by CONSULTANT in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. CONSULTANT shall have the right to retain originals of all WORK documents and drawings for its files. Furthermore, it is understood and agreed that the WORK documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the WORK, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of the WORK. These WORK documents are and shall remain the property of the CONSULTANT to the extent permitted by law. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the WORK.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the CONSULTANT reserves the right, upon prior written notice to the VILLAGE, to retain the original tapes/disks and to remove from copies provided to the VILLAGE all identification reflecting the involvement of the CONSULTANT in their preparation. The CONSULTANT also reserves the right to retain hard copy originals of all WORK documentation delivered to the VILLAGE in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

6. <u>Reuse of Documents</u>: All WORK documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by CONSULTANT pursuant to this Contract are intended for use on the WORK only. They cannot be used by VILLAGE or others on extensions of the WORK or any other project. Any reuse, without specific written verification or adaptation by CONSULTANT, shall be at VILLAGE's sole risk, and VILLAGE shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by VILLAGE and CONSULTANT.

The CONSULTANT shall have the right to include representations of the design of the WORK, including photographs of the exterior and interior, among the CONSULTANT's promotional and professional materials. The CONSULTANT's materials shall not include the VILLAGE's confidential and proprietary information if the VILLAGE has previously advised the CONSULTANT in writing of the specific information considered by the VILLAGE to be confidential and proprietary.

7. Opinions of Probable Cost: Since CONSULTANT has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining prices, or over competitive bidding or market conditions, CONSULTANT's opinions of probable WORK cost provided for herein are to be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgment as a \_\_\_\_\_\_ professional familiar with the \_\_\_\_\_\_ industry, but CONSULTANT cannot and does not guarantee that proposal, bids or the cost will not vary from opinions of probable cost prepared by CONSULTANT. If, prior to any Bidding or Negotiating Phase, VILLAGE wishes greater accuracy

as to the probable cost, the VILLAGE shall employ an independent cost estimator consultant for the purpose of obtaining a second probable cost opinion independent from CONSULTANT.

8. <u>Successors and Assigns</u>: The terms of this Contract shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.

9. <u>Waiver of Contract Breach</u>: The waiver of one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Contract and shall not be construed to be a waiver of any provision, except for the particular instance.

10. <u>Entire Understanding of Contract</u>: This Contract represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. VILLAGE and the CONSULTANT hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Contract shall be null, void and without effect to the extent they conflict with the terms of this Contract.

11. <u>Amendment</u>: This Contract shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Contract".

12. <u>Severability of Invalid Provisions</u>: If any provision of the Contract shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Contract, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

13. <u>Force Majeure</u>: Neither VILLAGE nor CONSULTANT shall be liable for any fault or delay caused by any contingency beyond its or their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

14. <u>Subcontracts</u>: CONSULTANT may subcontract portions of the WORK, but each subcontractor must be approved by VILLAGE in writing in advance.

15. <u>Access and Permits</u>: VILLAGE shall arrange for CONSULTANT to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the WORK. VILLAGE shall pay costs (including CONSULTANT's employee salaries, overhead and fee) incident to any effort by CONSULTANT toward assisting VILLAGE in such access, permits or approvals, if CONSULTANT performed such services.

16. <u>Designation of Authorized Representative</u>: Each party to this Contract shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the WORK. The persons designated shall review and respond promptly to all communications received from the other party. 17. <u>VILLAGE's Responsibilities</u>: The VILLAGE agrees to provide full information regarding requirements for and about the WORK, including a program which shall set forth the VILLAGE's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The VILLAGE agrees to furnish and pay for all legal, accounting and insurance counseling services as the VILLAGE may require at any time for the WORK, including auditing services which the VILLAGE may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the VILLAGE. In addition, VILLAGE shall give prompt written notice to the CONSULTANT whenever the VILLAGE observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT's services, or any defect or non-conformance of the work of any subcontractor.

18. Information Provided by Others: The CONSULTANT shall indicate to the VILLAGE the information needed for rendering of its services for the WORK. The VILLAGE shall provide to the CONSULTANT such information as is available to the VILLAGE and the VILLAGE's consultants and contractors, and the CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, CONSULTANT determined inaccuracies or incompleteness. The VILLAGE recognizes that it is impossible for the CONSULTANT to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the VILLAGE is providing.

19. <u>Terms of Payment</u>: CONSULTANT shall submit monthly statements for basic and additional services rendered and for reimbursable expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. In the event the VILLAGE has not paid amounts properly due the CONSULTANT, CONSULTANT may after giving seven days written notice to VILLAGE, suspend services under this Contract until CONSULTANT has been paid in full all amounts properly due for services, expenses and charges. CONSULTANT shall have no liability whatsoever to VILLAGE for any costs or damages as a result of such suspension.

20. <u>Hazardous Materials/Pollutants</u>: Unless otherwise provided by this Contract, the CONSULTANT and any sub-contractors shall have no responsibility for the discovery (unless such discovery should have been made by the CONSULTANT in the exercise of its professional skill), presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at any WORK site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances unless undertaken at the direction of the CONSULTANT or sub-consultants.

21. <u>Attorney's Fees:</u> In the event of any dispute that leads to litigation arising from or related to the services provided under this Contract, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.

22. <u>Insurance:</u> The CONSULTANT shall provide the VILLAGE with certificates of insurance evidencing all coverage held by the CONSULTANT, with coverage minimums and from insurance providers in compliance with VILLAGE requirements.

23. <u>Facsimile Transmissions</u>: The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature,

transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.

24. <u>Certifications, Guarantees and Warranties</u>: CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions the existence of which the CONSULTANT cannot ascertain. The VILLAGE also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification as to unascertainable conditions.

### BY SIGNATURE BELOW (WHICH MAY BE IN ELECTRONIC FORM), THE ABOVE GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE AND CONSULTANT:

	(Consultant)	
By:Officer		Date
Print Name:		
VILLAGE OF ORLAND PARK		
By:Officer		Date
Print Name:		