



City of Highland Park

Request for Proposals

Occupational Health Service Providers

Issue Date: June 10, 2019

Letter of Interest Due: June 28, 2019

Questions Related to RFP Due: July 3, 2019

Comprehensive Response to Questions Sent By: July 10, 2019

Proposal Due Date: August 1, 2019

Responses may be e-mailed or mailed with the RFP title clearly marked to:

Aaron C. Smith
Human Resources Assistant
City of Highland Park
1707 St. Johns Avenue
Highland Park, IL 60035

asmith@cityhpil.com

I. Purpose of Request

The City of Highland Park (“City”) is seeking one or more physician(s), group(s), firm(s), health care facility(ies) or hospital(s) to conduct occupational health services as specified herein. Respondents do not need to provide all services requested and are welcome to bid on only selected components.

The City is seeking a contract for an initial term of three (3) years, with the possibility of two (2) one-year renewal terms, if it is in the best interest of the City to renew and upon satisfactory performance of Contractor and mutual written agreement by both parties.

In the case of a multiple-provider group, an individual physician must be responsible for the program, record keeping, and all related work. The term “Physician” used throughout this Request for Proposals refers to the individual physician that is responsible overall for administration of the program.

II. Instructions to Proposers

It is requested, but not required, that each firm with an intention to respond to this RFP provide a non-binding Letter of Interest to propose via e-mail or delivery to Aaron Smith, Human Resources Assistant, no later than 5:00 PM CDT on Friday, June 28, 2019.

All proposals should be e-mailed or mailed to:

Aaron C. Smith
Human Resources Assistant
City of Highland Park
1707 St. Johns Avenue
Highland Park, IL 60035
asmith@cityhpil.com

Proposals will not be opened publicly. Proposals submitted after closing time will be returned unopened. No oral, telephone, or fax proposals will be considered.

All questions regarding the RFP shall be directed to Aaron C. Smith at asmith@cityhpil.com. Questions will be accepted until 5:00 PM CDT on July 3, 2019. All questions and responses will be compiled and submitted to all respondents electronically in one general response memorandum by July 10, 2019.

Final Proposal Due Date: August 1, 2019 at 5:00 PM CDT

Proposers must complete Exhibits A and B for the components of the RFP they wish to be considered for. The submission must be completed as defined in Sections II and III of this RFP.

Failure to comply with any section of the RFP may result in rejection of the proposal as non-responsive.

III. Minimum Qualifications

The City encourages proposals from all occupational health providers meeting the following minimum qualifications:

Each Proposer shall complete the Proposer's Qualification Form as shown in Exhibit B of this document, and submit the form with the Proposal. Failure to submit the Proposer's Qualification Form and the documents required thereunder may constitute grounds for rejection of the Proposal.

No proposal shall be accepted from, nor will any contract be awarded to, any organization or person who is in arrears to the City for any debt or contract, who is a defaulter, as surety or otherwise, of any obligation to the City, or who is deemed irresponsible or unreliable by the City. The City will be the sole judge of said determination.

The City reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of Contract.

Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee from any involvement with City Work that the City deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions. All Work for the City shall be performed by the Proposer and its employees. The Proposer may not contract to a third party for the provision of services to the City, unless such is agreed upon by the City and such Agreement with the Proposer is to be reduced to writing as provided in the City's Acceptance document for the bid.

IV. Terms and Conditions

- A. The City reserves the right, at its sole discretion, to terminate this process at any time, or reject any and all proposals without penalty, prior to the execution of a contract acceptable to the City. Following the review by the committee, the final selection, if any, will be based on the proposal which best meets the requirements set forth in the RFP and is in the best interest of the City.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm does not execute a contract within thirty (30) days after the award of the proposal.

The City reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the deadline for the submission of proposals. All proposers or prospective proposers will be informed of said clarifications, corrections, or changes.

The City reserves the right to request clarification of information submitted and to request additional information of one or more Proposers.

Any proposal may be withdrawn up until the date and time set above for the opening of proposals by written request to the Highland Park Human Resources Assistant. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of 180 days, to provide the City the services set forth in the attached specifications, or until one or more of the proposals have been approved by the City, whichever occurs first.

Any agreement or contract resulting from the acceptance of a proposal shall be on forms supplied or approved by the City. The City reserves the right to reject any agreement that does not conform to the request for proposal and the City's requirements for agreements and contracts.

The successful firm will be required to provide evidence of insurance for General Liability, Employers Liability, and Errors and Omissions Insurance. The firm will also be required to provide workers' compensation insurance in accordance with Illinois State law.

Proposals submitted are offers only, and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the firms submitting proposals. Issuance of this RFP does not obligate the City to pay any costs incurred by a respondent in its submission of a proposal or making any necessary studies or designs for the preparation of that proposal, or for procuring or contracting for the services to be furnished under this RFP.

The City reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the City and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the RFP process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Firms should not rely upon, or anticipate, such waivers in submitting their proposal.

V. Selection Criteria

City Staff will evaluate all properly submitted proposals with respect to the Project Scope set forth in this Request for Proposals, including the total cost of the project and responsiveness of the proposal.

The City will then select the top preferred firm or firms with whom a contract, on a form to be provided by the City and a draft format outlined in Exhibit C, will be negotiated. The City Council has the ultimate authority to approve any proposal and to authorize execution of the negotiated contract.

The following criteria, not necessarily listed in order of importance, will be used to evaluate submittals. These criteria are general in nature and may be used to develop a more detailed evaluation work sheet. The City's evaluation criteria may include, but shall not be limited to, the following:

- Mandatory Elements:
 - The Proposer shall be licensed by the State of Illinois to practice medicine or osteopathy where applicable.
 - The Proposer shall have no conflict of interest with regard to any other work performed by the Proposer in the City of Highland Park.
 - The Proposer shall adhere to the instructions in the Request for Proposals on preparing and submitting the Proposal.
- Quality of Response:
 - The accuracy of the firm's perception of the City's needs in the area of occupational health services and the firm's proposal(s) for meeting those needs.
 - The Proposer shall demonstrate completeness and reasonableness for accomplishing the tasks.
- Qualifications of the Proposer:
 - Proposer's capability to perform fully and in a timely manner to the contract requirements, with the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance.
 - Personnel to be assigned to the project, and their education, capabilities, qualifications and experience with similar projects; and
 - Other areas addressed in the Statement of Work Section of Attachment A to this Contract/Proposal.
- Experience/Current Workload and References:
 - Degree of experience the Proposer can document for similar services.
 - Ability to respond rapidly to the City's needs (capacity and current workload).
 - Record on engagements of a similar nature and strength of verifiable references provided for similar services to other entities.
- Availability of Services:
 - Service locations.
 - Service hours of availability – including outside of traditional business hours.
- Total Cost to the City for the Services to be Provided

Any additional or alternate services offered beyond the Statement of Work in this solicitation shall be clearly separated. If proposing alternative services, a detailed explanation, along with associated fees, must be provided.

Once the Proposals are evaluated, finalists may be required to make presentations to the review committee prior to a recommendation for award. Should the review committee elect to conduct interviews; finalists that are selected for interviews will be further evaluated based upon their interview.

VI. Background Information

The City has a Council-Manager form of government. The City is a full service community that provides a variety of services to their populations including fire and police protection, water utility, streets and sewer maintenance. The employee demographics for the City include:

Full-Time Employees	Part Time FTEs
239	37.8

VII. Scope of Services Desired

The City desires to contract with one or more provider(s) for all or each of the services referenced. The City would like to contract with the chosen provider(s) for three (3) years with the option to extend services for two (2) one-year periods. The City is searching for a provider or providers to administer services to City personnel and to organize this with differing City departments.

Firms can respond to one or more components below. The City will consider contracting with separate providers for each component listed below.

The approximate annual quantities below are representative of the quantities utilized annually for the past three years. The City does not guarantee the annual quantities below will continue to be utilized.

Services requested are as follows:

Drug Screenings	
Component	Approximate Annual Quantity
10 Panel Drug Screen + Ecstasy	105
DOT Drug Screen – Federal Transit Administration (FTA) Standards	53
DOT Drug Screen – Federal Motor Carrier Safety Administration (FMCSA)	22
Breath Alcohol Test	32
BAT Confirmation	As Needed
Custom 7 Panel Drug Screening	1
Medical Review Officer (MRO) Services	As Needed

Job Function Screening	
Component	Approximate Annual Quantity
Development of Job Function Screening	As Needed
Job Function Screening	3

Physical Examinations	
Component	Approximate Annual Quantity
Routine Physical to include: OCH History Work Fitness Exam Cursory Back Exam U/A Dip Complete U/A	27
Department of Transportation (DOT) Physical – 2 Year Card	53
EKG (As Needed Per Physician)	2
Titmus Vision acuity N&F, 20/40 corrected or uncorrected Color Horizontal FOV >70 degrees	27
Whisper Test (DOT Guidelines)	27
Audio Screen	53
NIPAS Physical to Include: History & Physical Form Review Titmus Vision: 20/20 both corrected/uncorrected Farnsworth color Pulmonary Function Test EKG Audio Screen TB Skin Test OSHA Respirator Form (all pages) Routine Urinalysis Comprehensive Metabolic Profile Complete Blood Count Lipid Panel Vertical Auto Profile (VAP) Panel Lead Test Hemocult (optional – per MD request) PSA (if 40 yrs or older) Chest X-Ray (per MD every 5 years or as indicated) Stress Test (if 2+ risk factors)	

<p>Police Pre-Employment Physical to Include:</p> <ul style="list-style-type: none"> Police & Firefighter Physical U/A Dip Complete U/A Comprehensive Metabolic Profile Lipid Profile CBC Lead (Police Only) Pulmonary Function Test Stress Test Audio Screen 	<p>6</p>
<p>Fire Pre-Employment Physical to Include:</p> <ul style="list-style-type: none"> Comprehensive Medical & Health History, including immunization review Comprehensive Occupational History, including significant exposures Height, Weight, & Body Mass Index Vital Signs including Pulse, Respiration, Blood Pressure, & Temperature Heart Rate & Rhythm Dermatological System Ears, Eyes, Nose, Mouth, & Throat Cardiovascular System Respiratory System Gastrointestinal System Genitourinary System Endocrine & Metabolic Systems Musculoskeletal System Neurological System Audiometry Visual Acuity & Peripheral Vision Testing Pulmonary Function Testing 12 Lead ECG Laboratory Tests including: Blood Chemistry, Complete Blood Count, Urinalysis with Microscopic, Glucose, PSA, Serum Lipid Analysis, TB Skin Test, Hepatitis B and C Antibodies, & HIV Muscular Strength/Endurance including: Hand Grip Dynamometer, Arm Dynamometer, & Leg Dynamometer performed by push-ups and plank test using the IAFF and IAFC Joint Wellness-Fitness Protocol Flexibility using "Sit-and-Reach" and IAFF and IAFC Joint Wellness-Fitness Protocol Cardiac Stress Test and Aerobic (Metabolic) Capacity with baseline electrocardiography, a submaximal treadmill or equivalent based on fitness for duty using the Gerkin Treadmill Protocol Chest & Back X-Ray Consultation including explanation of exam results, health risk appraisals, individualized recommended exercise program, & medical & prescriptive services 	<p>3</p>

<p>Fire Department Sworn Personnel Annual Medical Examination with Graded Exercise Stress Test to Include:</p> <ul style="list-style-type: none"> Interval Medical & Health History, including immunization review Interval Occupational History, including significant exposures Height, Weight, & Body Mass Index Vital Signs including Pulse, Respiration, Blood Pressure, & Temperature Heart Rate & Rhythm Dermatological System Ears, Eyes, Nose, Mouth, & Throat Cardiovascular System Respiratory System Gastrointestinal System Genitourinary System Endocrine & Metabolic Systems Musculoskeletal System Neurological System Audiometry Visual Acuity & Peripheral Vision Testing Pulmonary Function Testing 12 Lead ECG Laboratory Tests including: Blood Chemistry, Complete Blood Count, Urinalysis with Microscopic, Glucose, PSA, Serum Lipid Analysis, TB Skin Test, Hepatitis B and C Antibodies, & HIV Muscular Strength/Endurance including: Hand Grip Dynamometer, Arm Dynamometer, & Leg Dynamometer performed by push-ups and plank test using the IAFF and IAFC Joint Wellness-Fitness Protocol Flexibility using “Sit-and-Reach” and IAFF and IAFC Joint Wellness-Fitness Protocol Cardiac Stress Test and Aerobic (Metabolic) Capacity with baseline electrocardiography, a submaximal treadmill or equivalent based on fitness for duty using the Gerkin Treadmill Protocol Consultation including explanation of exam results, health risk appraisals, individualized recommended exercise program, & medical & prescriptive services 	<p>20</p>
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<p>Fire Department Sworn Personnel Annual Medical Examination without Graded Exercise Stress Test to Include:</p> <ul style="list-style-type: none"> Interval Medical & Health History, including immunization review Interval Occupational History, including significant exposures Height, Weight, & Body Mass Index Vital Signs including Pulse, Respiration, Blood Pressure, & Temperature Heart Rate & Rhythm Dermatological System Ears, Eyes, Nose, Mouth, & Throat Cardiovascular System Respiratory System Gastrointestinal System Genitourinary System Endocrine & Metabolic Systems Musculoskeletal System Neurological System Audiometry Visual Acuity & Peripheral Vision Testing Pulmonary Function Testing 12 Lead ECG Laboratory Tests including: Blood Chemistry, Complete Blood Count, Urinalysis with Microscopic, Glucose, PSA, Serum Lipid Analysis, TB Skin Test, Hepatitis B and C Antibodies, & HIV Muscular Strength/Endurance including: Hand Grip Dynamometer, Arm Dynamometer, & Leg Dynamometer performed by push-ups and plank test using the IAFF and IAFC Joint Wellness-Fitness Protocol Flexibility using "Sit-and-Reach" and IAFF and IAFC Joint Wellness-Fitness Protocol Consultation including explanation of exam results, health risk appraisals, individualized recommended exercise program, & medical & prescriptive services 	<p>30</p>
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Inoculations	
Component	Approximate Annual Quantity
Hepatitis B Inoculation #1	3
Hepatitis B Inoculation #2	3
Hepatitis B Inoculation #3	3

Blood Tests	
Component	Approximate Annual Quantity
Blood Lead	4

Injury Care	
Component	Approximate Annual Quantity
Initial Injury Assessment and Treatment	30
Follow-Up Injury Care	45
Fitness-for-Duty (assessed on a case by case basis)	45

Optional Services	
Additional services listed below are for informational purposes. These services may or may not be utilized by the City. A cost per individual exam should be given if the service is available.	
Component	Approximate Annual Quantity
Chest X-Ray	1
Back X-Ray	
Heavy metal screening – package price for all items below (If package price is not available list individual prices)	
Arsenic	
Lead	
Zinc	
Cancer Screening Elements	
Prostate Specific Antigen	
Digital Rectal Exam	
Testicular Exam	
Skin Exam	
Immunizations and Infectious Disease Screening	
Tuberculosis Screen	
Hepatitis A Vaccine	1
Tetanus/Diphtheria Vaccine	
Varicella Vaccine	
Measles, Mumps, Rubella Vaccine	
Influenza Vaccine	
Polio	

The City currently has many protocols consisting of the following combination of services – some services are billed to multiple departments depending upon the position of the individual being screened. The City currently has five different possible billing contacts.

The City utilizes the above components in the following combinations.

- Crossing Guard/Community Service Officer Pre-Employment Screening
 - Vision Test (Titmus)
 - Whisper Test (DOT Guidelines)
 - Audio Screen (If fail whisper screening)
 - 10 Panel Drug Screen + Ecstasy
- Maintenance Worker Pre-Employment Screening
 - Routine Physical
 - DOT Drug Screen – Federal Motor Carrier Safety Administration (FMCSA)
 - Optional (Per MD Request)
 - EKG
 - Audio Screen
- Maintenance Worker Job Screening
- Bus Operator/Mechanic Pre-Employment Screening
 - Department of Transportation (DOT) Physical – 2 Year Card
 - DOT Drug Screen – Federal Transit Administration (FTA) Standards
 - EKG
 - Audio Screen
- Bus Operator/Mechanic Recertification
 - Department of Transportation (DOT) Physical – 2 Year Card
- Bus Operator/Mechanic Post Accident
 - DOT Drug Screen – Federal Transit Administration (FTA) Standards
 - Breath Alcohol Test
 - BAT Confirmation
- Police Pre-Employment Screening
 - Police & Fire Pre-Employment Physical
 - Titmus
 - 10 Panel Drug Screen + Ecstasy
- Maintenance Worker Random Screening
 - DOT Drug Screen – Federal Motor Carrier Safety Administration (FMCSA)
 - Breath Alcohol Test
 - BAT Confirmation
- Bus Operator Random Screening
 - DOT Drug Screen – Federal Transit Administration (FTA) Standards
 - BAT Confirmation
 - Breath Alcohol Test
- Hepatitis B Inoculation Series
- Blood Lead Screening
- Police NIPAS/Canine Officer Physical
- For Cause Custom 7 Panel Drug Screening (Non-DOT)
- Pre-Employment Drug Screening
 - 10 Panel Drug Screen + Ecstasy
- Workers' Compensation Injury Assessment and Treatment
- Fire Pre-Employment Screening

- Police & Fire Pre-Employment Physical
 - Titmus
 - 10 Panel Drug Screen + Ecstasy
- Fire Department Sworn Personnel Annual Medical Examination to Include Fire Department Comprehensive Medical Examination Schedule (with graded exercise stress test)
- Fire Department Annual Maintenance Medical Examination (No Stress Test)

VIII. Transportation Examination Information and Responsibilities

A. Membership in National Registry

For services provided to the positions of Bus Driver and Mechanic the responsible physician must be a member of the National Registry as shown below.

“The National Registry of Certified Medical Examiners (National Registry) is a new Federal Motor Carrier Safety Administration (FMCSA) program. All commercial drivers whose current medical certificate expires on or after May 21, 2014, at expiration of that certificate must be examined by a medical professional listed on the National Registry of Certified Medical Examiners. Only medical examiners that have completed training and successfully passed a test on FMCSA's physical qualification standards will be listed on the National Registry.”

<https://nationalregistry.fmcsa.dot.gov/NRPublicUI/home.seam>

B. Medical Review Officer Duties

For services provided to the positions of Bus Driver and Mechanic, Medical Review Officer Services and related certifications must be provided.

IX. Fire Department Examination Information and Medical Records Responsibilities

A. Fire Department Services to be provided

Annual evaluations for Fire Department personnel shall include medical examinations and fitness evaluations for personnel, pursuant to the NFPA 1582 Standard, to determine the general health and fitness levels for performing the required duties and shall be administered according to the following schedule:

1. **Annual Maintenance Medical Examination (no stress test):** At a minimum, all sworn personnel will receive a maintenance medical examination every year. This may include a review of an employee's voluntary submittal of a City-provided Health Risk Appraisal Questionnaire Form.

2. **Annual Comprehensive Medical Examination Schedule (with a graded exercise stress test):**
 - a. Ages 29 and under – once, to establish a baseline
 - b. Ages 30 to 39 – every 3 years
 - c. Ages 40 to 49 – every 2 years
 - d. Age 50 and above – every year
 - e. Special Team Personnel (Haz Mat, Dive, Tech Rescue) – every year

3. **At a minimum, the Annual Medical Examination for sworn Fire Department Members shall consist of the following items, as listed in NFPA 1582: Standard on Comprehensive Medical Programs for Fire Departments:**
 - a. An interval medical and health history, including immunization review
 - b. An interval occupational history, including significant exposures
 - c. Height, weight, and Body Mass Index (BMI)
 - d. Vital signs --- pulse, respiration, blood pressure, temperature
 - e. Heart rate and rhythm
 - f. Dermatological system
 - g. Ears, eyes, nose, mouth, throat
 - h. Cardiovascular system
 - i. Respiratory system
 - j. Gastrointestinal system
 - k. Genitourinary system
 - l. Endocrine and metabolic systems
 - m. Musculoskeletal system
 - n. Neurological system
 - o. Audiometry
 - p. Visual acuity and peripheral vision testing
 - q. Pulmonary function testing. Respirator clearance evaluation (OSHA 29 CFR 1910.134)
 - r. Electrocardiography (12 Lead ECG)
 - s. Laboratory Tests – Blood chemistry (Chem 24), complete blood count, urinalysis with microscopic, glucose, PSA, serum lipid analysis, TB skin test, hepatitis B and C antibodies and HIV.
 - t. Cardiac Stress Test and Aerobic (Metabolic) Capacity – In conjunction with baseline electrocardiography, a submaximal treadmill or equivalent evaluation should be conducted based on the fire fighter’s fitness for duty using the Gerkin treadmill protocol. (This item is part of the comprehensive medical examination).
 - u. A complete consultation following annual evaluation, including detailed explanation of exam results, health risk appraisals, individualized recommended exercise program, and medical and prescriptive services.

4. In addition to evaluations of Candidates' responses to City-provided Health Risk Appraisal Questionnaire Forms, **at a minimum, the Medical Examination for Candidates shall consist of the following items, as listed in NFPA 1582: Standard on Comprehensive Medical Programs for Fire Departments:**
 - a. An interval medical and health history, including immunization review.
 - b. An interval occupational history, including significant exposures.
 - c. Height, weight, and Body Mass Index (BMI).
 - d. Vital signs – pulse, respiration, blood pressure, temperature.
 - e. Heart rate and rhythm.
 - f. Dermatological system.
 - g. Ears, eyes, nose, mouth, throat.
 - h. Cardiovascular system.
 - i. Respiratory system.
 - j. Gastrointestinal system.
 - k. Genitourinary system.
 - l. Endocrine and metabolic systems.
 - m. Musculoskeletal system.
 - n. Neurological system.
 - o. Audiometry.
 - p. Visual acuity and peripheral vision testing.
 - q. Pulmonary function testing. Respirator clearance evaluation (29 CFR 1910.134).
 - r. Electrocardiography (12 Lead ECG).
 - s. Laboratory Tests – Blood chemistry (Chem 24), Expanded drug panel (urine 10 panel screen), complete blood count, urinalysis with microscopic, glucose, serum lipid analysis, TB skin test, hepatitis B and C antibodies and HIV.
 - t. Cardiac Stress Test and Aerobic (Metabolic) Capacity – In conjunction with baseline electrocardiography, a submaximal treadmill or equivalent evaluation shall be conducted based on the fire fighter's fitness for duty using the Gerkin treadmill protocol. (This item is part of the comprehensive medical examination).
 - u. Chest and Back x-ray.
5. **Return to work examinations:** The Fire Department Physician will be responsible for evaluating members following injury, illness, extended leave, or other situations that may raise questions of fitness-for-duty. These evaluations will be addressed on a case-by-case basis.
6. **Immunizations:** Hepatitis-B immunizations will be provided by the Physician for all new Fire Department members, if needed. Other immunizations, as listed on the Cost Proposal Sheet, may be recommended by the Physician.

B. Current Employees: Medical Evaluation Records, Results, Reporting, and Confidentiality:

1. Except for Workers' Compensation cases, or as otherwise provided by law, all medical information collected as part of a medical evaluation shall be considered confidential medical information and shall be released by the Physician only with the specific written consent of the employee.
2. The Physician shall inform the Department or designee only as to whether the employee is medically certified to perform the functions of their job. Except as provided by law or otherwise indicated, the specific written consent of the employee shall be required in order to release confidential medical information regarding the condition to the City.
3. All medical record keeping shall comply with the requirements of Health Insurance Portability and Accountability Act of 1996 (HIPAA), Workers' Compensation Act, Occupational Safety and Health Administration (OSHA) all relevant federal and state laws.
5. Upon termination of the Agreement between the City and the Physician, the City shall provide signed permission slips from each employee authorizing release of sealed records from the then current Physician to any replacement Physician so designated by the City. The outgoing Physician shall forward copies of each employee's record as needed.

C. Reporting the Results of the Medical Evaluation

All individuals participating in a medical evaluation shall be informed ahead of time about the purpose of the medical evaluation and the content of the exam. The results of any medical evaluation are considered to be confidential medical information, subject to customary patient-physician confidentiality restrictions. In cases where more specific information is needed by a third-party physician, or from a third party medical professional, in order to make a decision on the status of an incumbent employee, a specific consent form releasing that information shall be obtained from the employee.

1. Simple medical certification statements should be used for current employees: (example)
 - a. Based on the results of the medical evaluation of December 10, 2006, Jane Doe **IS** medically certified to engage in training and emergency operations as a Firefighter/Paramedic for the Highland Park Fire Department and participate in the City fitness program.
 - b. Based on results of the medical evaluation of December 10, 2006, John Doe **IS NOT** medically certified to engage in training and emergency operations for the Highland Park Fire Department. He has been advised of the medical reasons for this recommendation and of the policies & procedures available to him if he disagrees with results of the medical evaluation. (Included in this letter will be recommendations for necessary steps to correct the problem, and proposed dates of when the employee should be able to return to full duty or light duty).

D. Second Opinions for Current Employees

A medical second opinion can be obtained when an employee disagrees with the results or recommendations of a medical examination conducted by the Physician or when the Physician is uncertain about the limitations or prognosis of the individual's condition.

E. Reporting to the City

Summary information (without individual employee identification) shall be provided annually by the Physician to report general findings, accident/injury trends, training requirements, and/or cost-benefit analysis. Specific data to be reported shall be determined by discussion between the Physician and City Management, and may be modified from time-to-time.

F. Account Contact

The successful Proposer shall have a specific representative assigned to the City to handle any problems that may arise in connection with the provision of the Work.

Proposer's Qualification Form

Proposer's Status: () Corporation _____ () Partnership _____ () Individual Proprietor
(State) (State)

Proposer's Name: _____

Doing Business As (if different): _____

Proposer or Authorized Agent

Signature: _____

Printed Name: _____

Title/Position: _____

Proposer's Business Address:

Proposer's Business Telephone _____ Facsimile: _____

If a Corporation or Partnership, list all Officers or Partners the City would be doing business with:

NAME	TITLE	ADDRESS

Related Experience (can be attached)

List three projects most comparable to the Work completed by Proposer in the past five years.

	<u>Project One</u>	<u>Project Two</u>	<u>Project Three</u>
Name of City	_____	_____	_____
Contact	_____	_____	_____
Title	_____	_____	_____
Address	_____	_____	_____
Phone Number	_____	_____	_____
Year of Work	_____	_____	_____
Type of Work	_____	_____	_____

Cost Proposal Sheet

Company Name: _____

Proposer's Signature and Date: _____

Drug Screenings		
Component	Availability of Services	Cost
10 Panel Drug Screen + Ecstasy		
DOT Drug Screen – Federal Transit Administration (FTA) Standards		
DOT Drug Screen – Federal Motor Carrier Safety Administration (FMCSA)		
Breath Alcohol Test		
BAT Confirmation		
Custom 7 Panel Drug Screening		
Medical Review Officer (MRO) Services		

Job Function Screening		
Component	Availability of Services	Cost
Development of Job Function Screening		
Job Function Screening		

Physical Examinations		
Component	Availability of Services	Cost
Routine Physical to include: OCH History Work Fitness Exam Cursory Back Exam U/A Dip Complete U/A		
Department of Transportation (DOT) Physical – 2 Year Card		
EKG (As Needed Per Physician)		
Titmus Vision acuity N&F, 20/40 corrected or uncorrected Color Horizontal FOV >70 degrees		
Whisper Test (DOT Guidelines)		
Audio Screen		

<p>NIPAS Physical to Include:</p> <ul style="list-style-type: none"> History & Physical Form Review Titmus <ul style="list-style-type: none"> Vision: 20/20 both corrected/uncorrected Farnsworth color Pulmonary Function Test EKG Audio Screen TB Skin Test OSHA Respirator Form (all pages) Routine Urinalysis Comprehensive Metabolic Profile Complete Blood Count Lipid Panel Vertical Auto Profile (VAP) Panel Lead Test Hemoccult (optional – per MD request) PSA (if 40 yrs or older) Chest X-Ray (per MD every 5 years or as indicated) Stress Test (if 2+ risk factors) 		
<p>Police Pre-Employment Physical to Include:</p> <ul style="list-style-type: none"> Police & Firefighter Physical U/A Dip Complete U/A Comprehensive Metabolic Profile Lipid Profile CBC Lead (Police Only) Pulmonary Function Test Stress Test Audio Screen 		

<p>Fire Pre-Employment Physical to Include:</p> <ul style="list-style-type: none"> Comprehensive Medical & Health History, including immunization review Comprehensive Occupational History, including significant exposures Height, Weight, & Body Mass Index Vital Signs including Pulse, Respiration, Blood Pressure, & Temperature Heart Rate & Rhythm Dermatological System Ears, Eyes, Nose, Mouth, & Throat Cardiovascular System Respiratory System Gastrointestinal System Genitourinary System Endocrine & Metabolic Systems Musculoskeletal System Neurological System Audiometry Visual Acuity & Peripheral Vision Testing Pulmonary Function Testing 12 Lead ECG Laboratory Tests including: Blood Chemistry, Complete Blood Count, Urinalysis with Microscopic, Glucose, PSA, Serum Lipid Analysis, TB Skin Test, Hepatitis B and C Antibodies, & HIV Cardiac Stress Test and Aerobic (Metabolic) Capacity with baseline electrocardiography, a submaximal treadmill or equivalent based on fitness for duty using the Gerkin Treadmill Protocol Chest & Back X-Ray Consultation including explanation of exam results, health risk appraisals, individualized recommended exercise program, & medical & prescriptive services 		
<p>Fire Department Sworn Personnel Annual Medical Examination with Graded Exercise Stress Test to Include:</p> <ul style="list-style-type: none"> Interval Medical & Health History, including immunization review Interval Occupational History, including significant exposures Height, Weight, & Body Mass Index 		20

<p>Vital Signs including Pulse, Respiration, Blood Pressure, & Temperature Heart Rate & Rhythm Dermatological System Ears, Eyes, Nose, Mouth, & Throat Cardiovascular System Respiratory System Gastrointestinal System Genitourinary System Endocrine & Metabolic Systems Musculoskeletal System Neurological System Audiometry Visual Acuity & Peripheral Vision Testing Pulmonary Function Testing 12 Lead ECG Laboratory Tests including: Blood Chemistry, Complete Blood Count, Urinalysis with Microscopic, Glucose, PSA, Serum Lipid Analysis, TB Skin Test, Hebatitis B and C Antibodies, & HIV Cardiac Stress Test and Aerobic (Metabolic) Capacity with baseline electrocardiography, a submaximal treadmill or equivalent based on fitness for duty using the Gerkin Treadmill Protocol Consultation including explanation of exam results, health risk appraisals, individualized recommended exercise program, & medical & prescriptive services</p>		
<p>Fire Department Sworn Personnel Annual Medical Examination without Graded Exercise Stress Test to Include: Interval Medical & Health History, including immunization review Interval Occupational History, including significant exposures Height, Weight, & Body Mass Index Vital Signs including Pulse, Respiration, Blood Pressure, & Temperature Heart Rate & Rhythm Dermatological System Ears, Eyes, Nose, Mouth, & Throat Cardiovascular System Respiratory System Gastrointestinal System Genitourinary System</p>		

Endocrine & Metabolic Systems Musculoskeletal System Neurological System Audiometry Visual Acuity & Peripheral Vision Testing Pulmonary Function Testing 12 Lead ECG Laboratory Tests including: Blood Chemistry, Complete Blood Count, Urinalysis with Microscopic, Glucose, PSA, Serum Lipid Analysis, TB Skin Test, Hebatitis B and C Antibodies, & HIV Consultation including explanation of exam results, health risk appraisals, individualized recommended exercise program, & medical & prescriptive services		
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Inoculations		
Component	Availability of Services	Cost
Hepatitis B Inoculation #1		
Hepatitis B Inoculation #2		
Hepatitis B Inoculation #3		

Blood Tests		
Component	Availability of Services	Cost
Blood Lead		

Injury Care		
Component	Availability of Services	Cost
Initial Injury Assessment and Treatment		
Follow-Up Injury Care		
Fitness-for-Duty (assessed on a case by case basis)		

Optional Services		
Additional services listed below are for informational purposes. These services may or may not be utilized by the City. A cost per individual exam should be given if the service is available.		
Component	Availability of Services	Cost
Chest X-Ray		
Back X-Ray		
Heavy metal screening – package price for all items below		

(If package price is not available list individual prices)		
Arsenic		
Lead		
Zinc		
Cancer Screening Elements		
Prostate Specific Antigen		
Digital Rectal Exam		
Testicular Exam		
Skin Exam		
Immunizations and Infectious Disease Screening		
Tuberculosis Screen		
Hepatitis A Vaccine		
Tetanus/Diphtheria Vaccine		
Varicella Vaccine		
Measles, Mumps, Rubella Vaccine		
Influenza Vaccine		
Polio		

**CITY OF HIGHLAND PARK
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the ____ day of _____, _____, and is by and between the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation ("**City**"), and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's statutory and home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The City desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name ("*Consultant*"): _____

Address: _____

Street

City State Zip

Telephone No.: _____

Email: _____

Project Name/Description: _____

Agreement Amount: \$_____

B. Project Description. *[Insert 25-50 word overview description of the professional services being provided]*, as more fully described in the proposal attached to this Agreement as **Exhibit A ("*Proposal*")**.

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Proposal ("**Services**") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The City retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Time of Performance. The Consultant shall commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties ("***Commencement Date***"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the City, but in no event later than the date that is ___ days after the Commencement Date ("***Time of Performance***"). The City may modify the Time of Performance at any time upon 15 days prior written notice to the Consultant. Delays caused by the City shall extend the Time of Performance in equal proportion to the delay caused by the City; provided, however, that the Consultant shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Consultant or of the City.

D. Reporting. The Consultant shall regularly report to the City Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the City for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the City for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The City shall pay to the Consultant the amount billed within 45 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the City to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the City at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Claim In Addition To Agreement Amount.

1. The Consultant shall provide written notice to the City of any claim for additional compensation as a result of action taken by the City, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the

Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the City, without interruption.

E. Additional Services. The Consultant acknowledges and agrees that the City shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement (“**Additional Services**”), regardless of whether such Additional Services are requested or directed by the City, except upon the prior written consent of the City.

F. Taxes, Benefits, and Royalties. Each payment by the City to the Consultant includes all applicable federal, state, and City taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

G. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the City's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any

subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term “Consultant” shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term “*Confidential Information*” shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of such information to the Consultant pursuant to this Agreement (“*Time of Disclosure*”); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the City. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations

and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the City to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the City with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

D. No Personal Liability. No elected or appointed official or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and Consultant; or (2) to create any relationship between the City and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed City official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue,

unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the City or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. **Liability for Noncompliance.** The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. **Required Provisions.** Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or

any other requirement of this Agreement (“**Event of Default**”), and fails to cure any such Event of Default within ten business days after the Consultant’s receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by City. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys’ fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

G. No Additional Obligation. The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. City Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the City Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the City. The City shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the City Council.

I. Mutual Cooperation. The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the City may have that may be relevant and helpful to the Consultant’s performance of the Services. The Consultant agrees to cooperate with the City in the performance and completion of the Services and with any other consultants engaged by the City.

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the City Manager.

K. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the City by the Consultant in connection with any or all of the Services to be performed under this Agreement (“**Documents**”) shall be and remain the exclusive property of the City. At the City’s request,

or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

L. GIS Data. The City has developed digital map information through Geographic Information Systems Technology ("***GIS Data***") concerning the real property located within the City. If requested to do so by the Consultant, the City agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. Limited Access to GIS Data. The GIS Data provided by the City shall be limited to the scope of the Services that the Consultant is to provide for the City;

2. Purpose of GIS Data. The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. Agreement with Respect to GIS Data. The Consultant does hereby acknowledge and agree that:

a. Trade Secrets of the City. The GIS Data constitutes proprietary materials and trade secrets of the City, and shall remain the property of the City;

b. Consent of City Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the City Manager;

c. Supply to City. At the request of the City, the Consultant shall supply the City with any and all information that may have been developed by the Consultant based on the GIS Data;

d. No Guarantee of Accuracy. The City makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the City, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the City shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the City and the Consultant in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the City, the Consultant, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Highland Park
City Hall
1707 St. Johns Ave.
Highland Park, Illinois 60035
Attention: City Manager

With a copy to:

Holland & Knight LLP
131 S. Dearborn, 30th Floor
Chicago, Illinois 60603
Attention: Steven M. Elrod, Corporation Counsel

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

With a copy to:

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. Authority to Execute.

1. **The City.** The City hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. Neither the City nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the City's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibits A through ___ attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2019.

ATTEST:

CITY OF HIGHLAND PARK

By: _____
Ashley Palbitska, Deputy City Clerk

By: _____
Ghida S. Neukirch, City Manager

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A
PROPOSAL

[TO BE PREPARED BY CONSULTANT AND ACCEPTABLE TO CITY]

[SHALL INCLUDE SCHEDULE]