



**320 W. Jackson Avenue
Naperville, IL 60540
630-848-5000
www.napervilleparks.org**

September 13, 2024

REQUEST FOR A PROPOSAL FOR OCCUPATIONAL HEALTH SERVICES

Qualified providers are invited to submit a proposal, subject to conditions and instructions as specified, for providing occupational health services for the Naperville Park District.

Due Date: Friday, October 4, 2024 – 4:00 PM (CST)

Deliver to: Jennifer Herrmann, Safety Manager
Naperville Park District
320 W. Jackson Avenue
Naperville, IL 60540

Or e-mail to: jherrmann@napervilleparks.org

Project Contact: Jennifer Herrmann, Safety Manager
630-848-2139
jherrmann@napervilleparks.org

1. Description of District

Created in 1966, the Naperville Park District is an independent unit of government serving the recreation needs of its residents. The Naperville Park District's mission is to provide recreation and park experiences that promote healthy lives, healthy minds and a healthy community. The District maintains and operates more than 2,400 acres with 138 parks and facilities and provides over 7,500 recreational classes, teams, events, and performances annually for a population of nearly 150,000. Included within the District's operations are two championship golf courses, a multitude of playgrounds, trails, athletic courts, and sports fields, two inline skating and skateboarding facilities, the Millennium Carillon, a paddleboat quarry, historic Centennial Beach, Knoch Knolls Nature Center, Fort Hill Activity Center, Alfred Rubin Riverwalk Community Center, and the Naperville Riverwalk. The Park District is an accredited agency through Commission for Accreditation of Park and Recreation Agencies (CAPRA) of the National Recreation and Park Association (NRPA).

2. Goal & Purpose

The Naperville Park District invites a proposal submission from qualified vendors interested in providing occupational health services. The goal of this request for proposal is to receive pricing for the occupational health services outlined in Exhibit A. Further, the Park District seeks to secure an agreement with a vendor who can provide high quality medical services and treatment, efficient appointments, has multiple facilities conveniently located, and is proficient in their administrative practices.

There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information for clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the Naperville Park District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. The proposal is a firm and irrevocable offer for ninety days.

3. Scope

The occupational health vendor shall provide, at a minimum, the services listed in Exhibit A to Park District employees at the various locations.

4. Project Undertaking

Jennifer Herrmann, Safety Manager for the Naperville Park District, will serve as the primary point of contact during the RFP process.

5. Selection and Award Process

An Evaluation Committee will review all proposals and rank the providers accordingly based on the set of criteria chosen by the Park District as interpreted by the Evaluation Committee in the exercise of its sole discretion. Interviews and facility tours may be conducted at the Park District's discretion. The Scoring Criteria the committee will apply in exercising its discretion and to form its judgment is as follows:

Scoring Criteria	Max. Point Value
1. Provider's capability (prime and sub-consultants)	10
2. Service offerings, scheduling options, process efficiencies, technology utilization, reporting capabilities, and administrative proficiency	40
3. Provider's experience, references, and facilities.	30
4. Provider's fee	15
5. Quality and overall appearance of the proposal	5
<hr/> Total Points Possible	<hr/> 100

The Evaluation Committee will exercise its discretion with the goal to achieve a comprehensive and fair evaluation of all proposals received in response to this RFP. Each proposal received will be analyzed to determine overall responsiveness and completeness. Failure to comply with the instructions or to submit a complete proposal may deem a proposal non-responsive and may, at the discretion of the Evaluation Committee, be eliminated from further evaluation.

The recommendation of the Evaluation Committee will be subject to approval by the Naperville Park District Board of Commissioners.

6. Submission Process, Due Date & Required Documents

Proposals must be addressed and delivered to the physical or email address listed below, which is the address to be used for all communication in connection with this project:

Jennifer Herrmann, Safety Manager
 Naperville Park District
 320 W. Jackson Ave.
 Naperville, IL 60540
 T: 630-848-2139
 F: 630-303-5482
jherrmann@napervilleparks.org

Proposals must be received no later than 4:00 PM (CST), on Friday, October 4, 2024. Responses received later than the given date and time above will be rejected.

7. Proposed Timeline

The Park District anticipates awarding a contract for this RFP in the 4th quarter of 2024, with the intention of transitioning services to the new vendor in the same quarter. The following schedule is a tentative timeline of the RFP process prior to contract award:

Task	Dates
RFP Release	September 13, 2024
Last Date for RFP Questions	September 27, 2024
RFP Closing	October 4, 2024, at 4:00 p.m. CST

Review of RFPs	4 th Quarter 2024
Interviews & Facility Tours (as needed)	4 th Quarter 2024
Final Selection	4 th Quarter 2024
Selection Presented to Board by Staff for Discussion	4 th Quarter 2024
Contract Presented to Board for Approval	4 th Quarter 2024
Transition Completion/Final Deliverable	4 th Quarter 2024

The Park District generally awards contracts based upon the lowest, responsive, responsible offer, price, and other factors considered. In this case, the Park District found that the procurement of an occupational health vendor capable of providing high-quality medical services and efficient processes is, by its nature, not adapted to pure competitive bidding. Quality, reliability and efficiency of the medical and administrative services are important considerations in the selection of a winning proposal. The Park District may consider, in addition to price, other factors such as compliance with the RFP documents, service requirements, availability of services and other factors contributing to the overall costs, both direct and indirect, related to the service, and in compliance with the District's policies and goals. In making its determination, the Park District may use all publicly available information about the candidates being considered.

8. Contents of Response and Selection Criteria

The submittal will be evaluated to determine the ability of the vendor to provide the required services. The recommendation of the Evaluation Committee will be subject to approval by the Director of Human Resources, Executive Director, and the Naperville Park District Board of Commissioners.

The proposal shall break down the pricing for each service listed on Exhibit A for the next three years and should include all pricing increases. Exhibit B is included as a template for listing the cost for services and may be modified. Final contract for services rendered will be negotiated between the Naperville Park District and the selected vendor.

Please include in your submission:

- a. Vendor name and profile;
- b. Identify who will be the point of contact during the RFP review process;
- c. Identify who will be the Park District's point of contact for ongoing support, if selected;
- d. Identify key medical personnel within the occupational health department for the locations nearest Naperville and provide a summary of their certifications and credentials;
- e. List of clinics and hours of operations;
- f. Fees for any additional or optional services you would like to include; and
- g. References – Provide at least three references, with contact information.

In addition, the vendor may include any other supporting documents that they wish to submit for review. The contents of the proposal submitted by the successful vendor will be referenced in any contract awarded as a result of this request for proposal. The vendor should note that all information submitted is subject to public access via the Freedom of Information Act.

9. General Conditions

Reservation of Rights

The Park District expressly reserves the right to:

- a. Request additional documentation for the review and award process;
- b. Reject or cancel any or all proposals;
- c. Waive any defect, irregularity, or informality in any proposal or RFP procedure;
- d. Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower, and the overall function is not impaired;
- e. Reissue an RFP;
- f. Consider and accept an alternate proposal as provided herein when most advantageous to the Park District;
- g. The Park District has the right to cancel the contract with a thirty (30) day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds; and/or
- h. Procure any service by other means to meet time-sensitive requirements.

Acceptance

Notification of award will be made by receipt of an approved/signed contract. See Exhibit C for a sample copy of the contract.

Insurance Requirements and Quality Assurance

The Naperville Park District requires evidence of insurance coverage: General Liability, Professional Liability/Errors and Omissions, Automobile Liability, and Workers' Compensation for the general acceptable limits of the Park District. Coverage for any damages resulting from infringement of any intellectual property rights by the selected vendor is also required.

The Park District will require the successful vendor to provide indemnification and insurance in forms, coverages and amounts acceptable to the Naperville Park District. The successful vendor will provide a certificate of insurance naming the Naperville Park District, its officers, employees and volunteers as additional insureds upon execution of a contract. The selected vendor will fully indemnify and hold harmless the Naperville Park District from and against all claims and liabilities associated directly or indirectly with the vendor's operations.

The selected vendor will assure the quality of services provided to the District are of the highest standard.

Termination

The Park District shall have the right to terminate for default all or any part of the awarded contract if the vendor breaches any of the terms or if the vendor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the District may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

The Park District has the right to terminate the awarded contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the vendor of a "Notice of Termination" specifying the extent to which performance is terminated and the date upon which such termination becomes effective.

Assignment-Delegation

No right or interest shall be assigned, or any obligation delegated by vendor without the written permission of the Park District.

Interpretation

No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this RFP shall not be relevant to determine the meaning of this RFP even though the accepting party has knowledge of the performance and opportunity for objection.

Applicable Law

The awarded contract shall be governed by the laws of the State of Illinois, which are incorporated herein. Any suit brought to enforce the provisions of this suit shall be filed in DuPage County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under the awarded Contract, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation. No suit or action shall be maintained by the vendor, its successors or assigns, against the Park District on any claim based upon or arising out of the awarded Contract or out of anything done in connection with the awarded Contract unless such action shall be commenced within one year of the voluntary or involuntary termination of the Contract.

Distribution

The Park District owns the exclusive right to distribute this and any procurement document to vendors requesting to be included in the procurement process or to vendors that have been identified as qualified to provide the services required in this document.

Cancellation of Requests

The Naperville Park District reserves the right to cancel this request at any time, to elect not to award the work listed, to award a portion of the work listed, to reject any or all of the responses, and to waive any informality or irregularity in any response received. The District shall be the sole judge of the merits of the proposals received. While the Naperville Park District intends to award all tasks included in this request for proposal to one vendor, the Park District also reserves the right to contract any task or portion of this work separately.

10. District and Community Support

The District looks to form partnerships with organizations that are invested in the community and support the District's mission. A wide variety of sponsorship opportunities are available that would support District operations while providing advertising benefits to the selected vendor. A few examples of advertising benefits include visibility on the District's website, naming rights for

events, signage at sports complexes, and program guide advertising. The District is willing to consider a formal contractual relationship for a specified term as appropriate to include sponsorship opportunities and commitments. Information on the vendor's marketing/sponsorship program to support District events/operations is welcome.

Signature

I have read and understand the requirements for professional services to the Naperville Park District and will abide by them.

Project: Professional Services for Occupational Health Services for Naperville Park District employees

COMPANY:

NAME:

POSITION:

SIGNED:

DATE:

Attachments:

- Exhibit A: List of Required Occupational Health Services
- Exhibit B: Cost for Services Template
- Exhibit C: Contract Sample

Exhibit A
Occupational Health Service Requirements

The selected occupational health vendor must be capable of competently performing the following services:

1. Workers' Compensation Injury Care and Case Management
 - a. Provide case coordination and case management for work-related injured/ill employees of the District. Services must be requested by the District. The case management system must be designed so that the injured/ill employee is closely monitored, and medical care is coordinated in conjunction with the District's workers' compensation carrier, from the time of injury until the case is closed. Billing must be processed through Park District Risk Management Agency (PDRMA) for workers' compensation services.
2. Fitness for Duty/Return to Work Examination
 - a. Evaluation by a medical professional to determine if an employee is physically and/or mentally able to perform the essential functions of their position, as defined in the job description provided by the District.
 - b. Upon request of the District, perform return to work exams for work-related and/or non-work-related injuries or illnesses.
 - c. Provide thorough and complete medical records review and evaluation, including medical information from external providers and coordination of receiving those records.
 - d. The medical vendor must not request, obtain, or require the disclosure of genetic information about the employee or their family members.
 - e. The medical vendor will immediately notify the employee of any potential life-threatening conditions diagnosed during an examination, thereafter, the provider will notify the District.
3. Physical Abilities Test
 - a. Evaluation by a certified professional to determine if an employee is physically able to perform the essential functions of their position, as defined in the job description provided by the District.
 - b. The ability to complete a job task analysis for a specific job task or a category of jobs is desired.
 - c. The medical vendor must not request, obtain, or require the disclosure of genetic information about the employee or their family members.
 - d. The medical vendor will immediately notify the employee of any potential life-threatening conditions diagnosed during an examination, thereafter, the provider will notify the District.
4. Post-Offer/Pre-Employment Physical Examination
 - a. Evaluation by a medical professional to determine if an individual is physically and/or mentally able to perform the essential functions of their desired position, as defined in the job description provided by the Park District.
 - b. The medical vendor must not request, obtain, or require the disclosure of genetic information about the applicant/employee or their family members.
 - c. The medical vendor will immediately notify the applicant/employee of any potential life-threatening conditions diagnosed during an examination, thereafter, the provider will notify the District.
5. Job-Related Exams, Screens, and Vaccinations
 - a. Provide the following services:
 - i) Audiogram

- ii) Vision Screen
 - iii) Spirometry Test and medical review of OSHA questionnaire, in compliance with Respiratory Protection Standard 29 CFR 1910.134
 - iv) Qualitative and Quantitative fit test
 - v) DOT examination for CDL holders
 - vi) Hepatitis B Vaccine and Titer test
6. Onsite Screening and Testing Services
- a. The ability to perform some onsite services is a desired. Vendors are encouraged to provide a list of onsite services offered and related costs.
7. Drug and Breath Alcohol Testing
- a. All drug and alcohol screening will be performed in compliance with the Park District's Drug Free Workplace Policy or specific policies relating to safety sensitive drug testing as required by the Department of Transportation or as otherwise agreed to by the Parties.
 - b. Must be able to manage multiple random testing pools and make quarterly selections.
 - c. Occupational Health personnel shall be trained and experienced in urine specimen collection for regulated and non-regulated drug testing and shall be breath alcohol technician certified. Occupational Health personnel shall follow current DOT guidelines for collection and chain of custody, as required by federal regulations, whenever performing urine specimen collections and breath alcohol testing. In addition, the vendor's Medical Review Officers must be licensed physicians.
 - d. Occupational Health Clinic will ensure that all medical centers utilized for collections have certified and trained personnel to perform the services required per the Department of Transportation (DOT) guidelines.
8. Post exposure testing and examination, to comply with 29 CFR 1910.130.
9. Provide legislative updates as they relate to services covered under this agreement.
10. Confidentiality
- a. The confidentiality of health care information generated shall be maintained in accordance with the provisions of the Uniform Health Care Information Act, and all other appropriate laws and regulations.
11. Other
- a. Please identify any other services you have available that the District has not covered herein, and please outline the costs associated with those services.

Exhibit B

Cost of Services for the Naperville Park District from present through 2027.

Clearly list all costs associated with the services requested and suggested.
The following table is a guide and may be modified.

SERVICE	COST PER SERVICE Present - 2025	COST PER SERVICE 2026	COST PER SERVICE 2027
Administrative Fees			
Physical Examination			
Physical Exam – Comprehensive			
DOT Physical Examination			
Fit for Duty/Return to Work			
Job Task Analysis			
Physical Abilities Test			
DOT Regulated Drug Screen			
Drug Screen – Rapid			
BAT - Breath Alcohol Test			
After Hours Drug Screen/BAT Collection			
Medical Surveillance			
Vision Screen (Snellen)			
Vision Screen (Titmus)			
Spirometry Test			
Audiogram			
Whisper Hearing Test			
Hepatitis B Surface Antibody Test			
Hepatitis B Vaccination			
Respirator Fit Test (with own mask)			
Record Review of OSHA Questionnaire			
Cardiovascular Examination (EKG) DOT			
Post Exposure Testing and Evaluation			
Management fee for maintaining random non-DOT drug testing pool			
Flu Vaccine			
Onsite Screening and Testing Services Fee			
Other			

CONTRACT FOR PROFESSIONAL SERVICES OCCUPATIONAL HEALTH SERVICES AGREEMENT

*This agreement, made this **XXth** day of **Month**, 2024 between the Naperville Park District, Naperville, Illinois, hereinafter referred to as "Park District" and **Contractor**, hereinafter referred to as "Contractor." The Park District and the Contractor are sometimes hereinafter referred to as "Party" and collectively as "Parties."*

WITNESSETH

Section I - Contract Documents

The Contract consists of this document together with the Request for Proposal issued by the Park District dated **September 13, 2024**, and the completed proposal of Contractor dated _____, including the Proposal form and any addenda thereto as modified by the Parties, all of which are attached hereto ("Contract Documents"). These documents represent the entire agreement between the parties, and no statement, promise or inducement made by either Party to the other that is not contained therein shall be binding. The terms or conditions of this Contract may not be modified, except in writing signed by all the parties.

Section II - Scope

The Contractor shall provide services to the Park District and its employees as described in Exhibit A and B at the clinic locations and times described in the RFP response.

Section III- Duration of Agreement

The term of this agreement will begin XXXXX and run through XXXX ("Term"), unless earlier terminated as allowed by this Agreement or as otherwise agreed to by the Parties. Park District reserves the right to negotiate up to two (2) additional one-year extensions to this Agreement. Any extensions must be mutually agreed to by the Parties and shall be in writing signed by both Parties no later than December 15th of the final year of the Agreement period.

The Contractor shall be able complete the administrative processes necessary to take on the Park District as a client and provide occupational health services no later December 16, 2024.

Time is of the essence for all matters concerning this Contract.

Section IV- Operating Expenses

The Park District agrees to pay the Contractor for the performance of the Contract Work in the manner set forth in the Contract Documents. Payment(s) shall be made to the Contractor by the Park District only after the Contractor has fully performed the Contract Work and fulfilled the terms of the Contract Documents.

The Contractor shall be responsible for the appropriate compensation of its employees, agents, contractors, and other personnel (“Clinic Personnel”) and be responsible for the payment of reasonable expenses pertaining to the Services performed by Clinic Personnel.

Section V - Additional Terms

1. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Contract. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way operate as a limitation on the laws, regulations and rules with which Contractor must comply: all applicable statutes and regulations concerning the delivery of professional services (e.g., the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Uniform Healthcare Information Act); all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, Illinois Substance Abuse Prevention on Works Projects Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.
2. Any and all documents and improvements subject to this Contract are, at all times, property of the Park District.
3. Contractor shall file a written substance abuse prevention program with the Park District for the prevention of substance abuse among its employees prior to the commencement of the Contract Work.

Section VI- Insurance

Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of Work hereunder by the Contractor, Contractor’s agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Contractor. Contractor shall submit a Certificate of Insurance meeting the requirements herein prior to mobilization.

1. Minimum Scope of Insurance.
Coverage shall be at least as broad as:
 - i. Professional Liability Insurance.
 - ii. Broad Form Comprehensive General Liability, or the most recent revision.
 - iii. Worker’s Compensation insurance as required by statute and Employers Liability insurance.

2. Minimum Limits of Insurance.

Provider shall maintain limits no less than:

- a. Professional Liability Insurance: CONTRACTOR shall obtain and maintain, at his own expense, CONTRACTOR's professional liability insurance in the amount of no less than Five Hundred Thousand Dollars (\$500,000.00) (including a broad form contractual liability coverage with all coverage retroactive to the earlier date of this Agreement of the commencement of CONTRACTOR's services in relation to the project) for each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract with a deductible not to exceed \$50,000 without prior written approval. Said coverage shall be maintained for a period of three (3) years after the date of final payment.
- b. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.
- c. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by statute and Employers Liability limits of \$1,000,000 per accident and \$1,000,000 per disease.

3. Deductibles and Self-Insured Retentions.

Any deductible or self-insured retentions must be declared to, and approved by, the Park District. At the option of the Park District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Park District, its officers, elected and appointed officials, employees, volunteers, and agents; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions:

- a. The Park District, its officers, elected and appointed officials, employees, volunteers and agents are to be covered as additional insureds as respects: liability arising out of premises owned, occupied, or used by the Contractor and/or arising out of activities performed on or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Park District, its officers, elected and appointed officials, employees, volunteers, or agents.
- b. The Contractor's insurance coverage shall be primary insurance as respects the Park District, its officers, elected and appointed officials, employees, volunteers,

and agents. Any insurance or self-insurance maintained by the Park District, its officer, elected and appointed officials, employees, volunteers, or agents shall be excess of the Contractor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Park District, its officers, elected and appointed officials, employees, volunteers, or agents.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Professional and Medical Malpractice Insurance.

Clinic shall maintain professional and medical malpractice liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each wrongful act arising out of the performance or failure to perform professional services.

6. Worker's Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the Park District, its officers, elected and appointed officials, employees, volunteers, and agents for losses arising from the use of the premises.

7. All Coverages.

Each insurance policy required by this clause shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the Park District.

8. Acceptability of Insurers.

Insurance is to be placed with insurers licensed to do business in Illinois.

9. Verification of Coverage.

Contractor shall furnish the Park District with certificates of insurance and with original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the Park District before the premises are occupied. The Park District reserves the right to require complete certified copies of all required policies, at any time.

10. Indemnification Clause.

Contractor shall, to the fullest extent permitted by law, waive any and all rights of contribution against the Park District and shall indemnify the Park District and its officers, elected and appointed officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting

from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity that the Park District would otherwise have. The Contractor shall similarly, protect, and indemnify the Park District, its officers, elected and appointed officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts. The rights and obligations of this Subsection 10 shall survive the voluntary or involuntary termination of this Contract.

Section VII- Assignment

This Contract is nonassignable in whole or in part by either Party, and an assignment shall be void without the prior written consent of Park District, whose consent shall not be unreasonably withheld.

Section VIII- Contractor Status

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Contract; that it as well as any persons or agents as it may employ are not employees of the Park District; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.

Section IX- Waiver of Terms

Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Contract or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.

Section X- Compliance with Freedom of Information Act.

Contractor agrees to maintain, without charge to the Park District, all records and documents for projects of the Park District in compliance with the Freedom of Information Act (“FOIA”), 5 ILCS 140/1 et seq. In addition, Contractor shall timely produce records which are responsive to a request received by the Park District under FOIA so that the Park District may provide records to those requesting them within the required statutory time frames. If additional time is necessary to compile records in response to a request, then Contractor must timely notify the Park District and if possible, the Park District will request an extension so as to comply with FOIA. In the event that the Park District is found to have not complied with FOIA due to Contractor’s failure to produce documents or otherwise timely or appropriately respond to a request under FOIA, then Contractor shall indemnify and hold the Park District harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys’ fees and penalties.

Section XI - Other Applicable Laws

This contract shall be governed by the laws of the State of Illinois, which are incorporated herein. Any suit brought to enforce the provisions of this suit shall be filed in the Eighteenth Judicial Circuit, DuPage County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Contract, the prevailing party shall be entitled to an award of reasonable attorney’s fees and costs of litigation. No suit or action shall be maintained by the Contractor, its successors or assigns, against the Park District on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the voluntary or involuntary termination of this Contract.

Section XII – Further Assurances

Contractor agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon written request of the Park District, all agreements, instruments, papers, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by the Park District for the purpose of or in connection with goods and services described in the Contract.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the District, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the District.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals the day and year first above written.

NAPERVILLE PARK DISTRICT

By: _____
Brad Wilson, Executive Director
Naperville Park District

CONTRACTOR

By: _____

Contractor Name, Title
Company