

# Request for Proposal (RFP)

## Consulting Services

for

### Enterprise Asset Management / Work Order Needs Assessment Study

For the

## City of St. Charles, Illinois



**RFP # 16-02-16**

<b>Release Date</b>	February 16, 2016
<b>Questions Due</b>	March 4, 2016
<b>Due Date</b>	March 18, 2016, 3:00 PM Central



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## 1.0 RFP Introduction

### 1.1 INTRODUCTION

The City of St. Charles (the “City”) hereby requests proposals from qualified firms with proven experience in technology consulting, assessment, and Enterprise Asset Management (“EAM”) projects. The general scope for this project includes: facilitate EAM visioning sessions and interviews with City Executives and department staff, perform an audit of software and processes currently utilized to manage City assets and the work performed on them, provide recommendations on implementation of a new system, develop an expected budget for the purchase and implementation of a new EAM system, and development of an RFP. A detailed listing of project scope is provided in section 1.4 of this RFP.

### 1.2 PROJECT OBJECTIVES

As a result of this project the City expects to meet the following key objectives:

- 1) Establishment of enterprise-wide business processes for the entire life cycle of the management of City managed assets,
- 2) Reduction and/or elimination of existing stand-alone asset and maintenance management systems,
- 3) Integration with and utilization of existing data sources and application systems such as the City’s Esri-based Geographic Information System (GIS), Infor Lawson Financial and Human Capital Management system, and Laserfiche Enterprise Content Management,
- 4) Simplification and automation of asset management work processes through the use of technology, and
- 5) Incorporation of industry best practices in to asset management processes.

### 1.3 ABOUT THIS PROJECT

The City of St. Charles is a home rule municipality with an Aldermanic form of government. St. Charles is located 35 miles west of the City of Chicago in both DuPage and Kane counties with a population of approximately 33,000 residents.

<b>Table 1.1a – St Charles Background Statistics</b>	
<b>Background Summary</b>	
Population	33,286
Number of Employees	233 full-time 67 part-time
Operating Budget	Total Budget: \$164,825,762 General Corporate Fund - \$41,414,302; Enterprise Funds - \$81,315,172; Capital Projects - \$14,702,067; Other Funds - \$27,394,221
Fiscal Year	May 1 to April 30



The City’s organizational structure consists of the City Administrator’s Office, and departments of Community and Economic Development, Finance, Fire, Human Resources, Information Systems, Police, and Public Works. Following is a link to the City’s organizational chart:

<http://www.stcharlesil.gov/sites/default/files/business/2197-11001.pdf>

The Public Works Department is responsible for the installation, maintenance, operation and renovation of City assets including City buildings, vehicles, trees, sidewalks, roadways, utility meters, fiber optic network, and utility infrastructure systems.

The City’s utilities include Water, Sewer, and Electric. Currently, the Public Works divisions use multiple systems to process work orders and has automated very few of the department’s business processes.

<b>Table 1.1b Public Works Background Statistics</b>	
<b>Background Summary</b>	
Staff	82 full-time (15 part-time)
Vehicles	232 vehicles in rolling stock
Buildings	50
Parking	20 Lots – 2 Decks
Street Miles Maintained	179 Miles (two lane miles)
Storm Sewer	162.9 Miles – 11380 Structures
Sanitary Sewer	175.2 Miles – 4636 Structures – 2 Treatment Plants
Water	226.7 Miles – 12371 Services – 7 Wells
Electric	277 Miles – 15374 Customers – 7 Substations

#### 1.4 PROJECT SCOPE

The scope for this project is listed in the chart below. The project scope is divided into three task areas:

- 1) Needs Assessment
- 2) Conceptual System Design
- 3) Implementation Plan



**Table 1.2a – Project Scope (required)**

Table 1.2a – Project Scope (required)
<b>Needs Assessment</b>
<ul style="list-style-type: none"> <li>▪ Facilitate visioning sessions with City Executives and department staff.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Perform a comprehensive audit of software and processes currently utilized to manage City assets, and the work performed on them.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Conduct a comprehensive needs analysis to determine the asset management business needs of the City, focusing on the core operations and maintenance (O &amp; M) activities of the Public Works Department.</li> </ul>
<b>Conceptual System Design</b>
<ul style="list-style-type: none"> <li>▪ Establish the capabilities and identify the gaps of all existing information systems used by City departments to currently manage City managed assets.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Review City current asset management processes and recommend business process improvements that incorporate industry best practices.</li> </ul>
<b>Implementation Plan</b>
<ul style="list-style-type: none"> <li>▪ Identify which functions and/or systems should be included in the City’s asset management program.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Address system integration requirements between the asset management system and both current and proposed City systems.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Prioritize and provide recommendations (long and short term) on implementation of a new system.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Develop an expected budget for the purchase and implementation of a new EAM system.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Provide a presentation of findings to Senior City Management (Dept. Directors, City Administrator).</li> </ul>
<ul style="list-style-type: none"> <li>▪ Compose a listing of requirements and provide draft and final RFP.</li> </ul>

The following items beyond RFP development are considered optional and should be kept separate from the scope items above considered ‘required’.

**Table 1.2b – Project Scope (optional)**

Table 1.2b – Project Scope (optional)
<b>System selection, negotiations, and implementation</b>
<ul style="list-style-type: none"> <li>▪ Release completed RFP</li> </ul>
<ul style="list-style-type: none"> <li>▪ Facilitate the software vendor proposal evaluation process</li> </ul>
<ul style="list-style-type: none"> <li>▪ Assist with contract negotiations</li> </ul>
<ul style="list-style-type: none"> <li>▪ Oversee the software implementation project</li> </ul>



## 1.5 DELIVERABLES

The Consultant shall:

- Develop a Project Plan with City’s designated Project Manager
- Provide preliminary and final reports for each of the three major components of the project scope of services,
- Provide appropriate documentation to support findings or recommendations, and other documentation as required,
- Conduct regular project status meetings and provide written status reports, and
- Conduct a workshop or series of workshops, and if required, provide oral presentations to the City Administrator/department heads and/or the City Council,
- Identify potential asset management systems that will meet the City’s requirements and enterprise application needs.
- Provide draft and final RFP

## 1.6 PROJECT SCHEDULE

In the proposal respondents should provide a proposed schedule for project implementation that includes all of the implementation tasks defined in this document. In addition, scheduling should be provided for additional milestones necessary for each category of work required by the project and the tasks contained in the proposed project scope. Following are tentative milestones for this project to be used for proposal development purposes only:

<u>Milestone</u>	<u>Date</u>
Contractor Selection	4/15/2016
Notice to Proceed	5/15/2016
Project Kickoff meeting	6/1/2016
Needs Analysis Phase completed	7/15/2016
Conceptual System Design Phase completed	9/1/2016
Implementation Plan Phase completed	10/15/2016

## 1.7 NOTICE TO PROPOSERS

It is necessary for proposers to read the information contained in this RFP to understand how to submit proposals, i.e., what documents must be included and what legal obligations are being agreed to by the proposer. Failure to carefully read and understand this RFP may cause the proposal to be out of compliance, rejected by the City, or legally obligate the proposer to more than it may realize. Information obtained by the proposer from any officer, agent or employee of the City shall not affect the risks or obligations assumed by the proposer or relieve the proposer from fulfilling any of the RFP conditions or any subsequent contract conditions. Only the format and documents included with this RFP will be accepted as compliant for the submitted proposal. Failure to completely fill out all required attachments may result in disqualification.



## 1.8 PURPOSE OF REQUEST FOR PROPOSAL

This RFP is for the purpose of procuring services to meet the requirements as defined in this RFP. This RFP has been compiled for the purpose of providing information, requirements, specifications, guidelines, and other data to be used by proposers who wish to submit a proposal for consideration.

## 1.9 GUIDELINES

By virtue of submitting a proposal, interested parties are acknowledging:

- 1.9.1** The City reserves the right to reconsider any proposal submitted at any stage of the procurement. It also reserves the right to meet with select proposers at any time to gather additional information. Furthermore, the City reserves the right to add or delete requirements until the final contract signing.
- 1.9.2** Pricing must be submitted on a “not-to-exceed” basis. The City compensates the vendor on the basis of major deliverables to be identified in the development of the statement of work. If there is a “residual” amount at the end of the project, the City will retain the difference by not spending the funds. In contrast, if the cost ceiling is exceeded, the vendor is to finish the work with no additional compensation, unless the City does not meet specific assumptions outlined in the proposal. Proposers are to provide all work effort needed as part of their proposal. Finally, the City reserves the right to ask proposers to resubmit proposal pricing on either a fixed fee basis or a combination of fixed and not-to-exceed basis. All firms submitting proposals are encouraged to submit the most competitive proposal possible.
- 1.9.3** This RFP, its general provisions, and the terms and conditions of this contract shall be incorporated in any agreement resulting from this solicitation, and the RFP and its terms and conditions, plus attachments shall control unless the agreement expressly provides otherwise.
- 1.9.4** The City reserves the right to reject any or all proposals and to waive technicalities and informalities when such waiver is determined by the City to be in the City’s best interest.
- 1.9.5** All responses to this RFP will become property of the City. Each Respondent shall clearly indicate any proprietary information that is submitted as part of their proposal.
- 1.9.6** When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit all hard copy and /or electronic documents according to the instructions. Failure to follow these instructions may be considered an unresponsive proposal and may result in immediate elimination from further consideration.



## 1.10 INQUIRIES

In an effort to maintain fairness in the process, inquiries concerning this procurement, including questions related to technical issues are to be directed to:

Mr. Michael Drake  
Project Manager  
City of St. Charles  
2 East Main Street  
St. Charles, Illinois 60174  
Email: [mdrake@stcharlesil.gov](mailto:mdrake@stcharlesil.gov)  
Phone: (630) 762-7001

All questions concerning the RFP must reference the RFP page number, section heading, and paragraph. The question(s) must be concisely stated and numbered in sequential order. All questions regarding this RFP must be received in writing by no later than **March 4, 2016**. Answers will be posted on the City's website on March 11, 2016 upon issue of an addendum at <http://www.stcharlesil.gov>. Any officer, agent or employee of the City will **NOT** accept verbal questions about this RFP. Questions and responses affecting the content of this RFP will be provided to all proposers and posted on the City's website.

If any proposer planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the true meaning of a particular requirement, a request for clarification or correction must be submitted to the contact listed above. Such requests must be delivered, prior to the pre-proposal question deadline as indicated.

Proposers are directed specifically **NOT** to contact City staff other than specified personnel identified in this RFP, for meetings, conferences, or technical discussions related to the RFP. Unauthorized contact of any personnel may be cause for rejection of the proposer's RFP response. The decision to select a proposal is solely that of the City.

The proposer submitting the questions/requests will be responsible for its prompt delivery. Any change in the RFP will be made only by written addendum, duly issued by the City as posted on the website referenced above. It is the proposer's responsibility to ensure that this website is reviewed for RFP changes prior to the deadlines for submission of the RFP. The City will not be responsible for any other explanations or interpretations.

## 1.11 DISCUSSION OF PROPOSALS

The City may conduct discussions with any proposer who submits a proposal. Proposers must be available for a presentation to the City on specific dates if selected for proposal clarification and/or discovery (pre-contract negotiations).

## 1.12 ASSIGNMENT

The proposer may not reassign any award made as the result of this RFP, without prior written consent from the City, whose sole discretion may not be challenged or disputed.



### 1.13 TENTATIVE PROCUREMENT SCHEDULE

<b>Table 1.3 Tentative Schedule</b>	
February 16, 2016	RFP Released by the City
March 4, 2016	Last day Proposer Questions Accepted Regarding Proposal
March 7, 2016	Notification of Intent to Propose emailed to City's Project Manager
March 11, 2016	Responses to Proposer Questions Published on City website
March 18, 2016	Proposals Due – 3:00 PM Central Time
April 2016	Vendor Presentations / Reference Calls / Finalist Selected
May 2016	Complete Negotiations and Statement of Work with Finalist / Council Approval

### 1.14 EVALUATION CRITERIA

The City will review all proposals received as part of a documented evaluation process. For each decision point in the process, the City will evaluate proposers according to specific criteria and will then elevate a certain number of proposers to compete in the next level. Proposers not elevated may be elevated at a later date.

The sole purpose of the proposal evaluation process is to determine which best meets the City's needs. The evaluation process is not meant to imply that one proposer is superior to any other, but rather that the selected proposer can provide the best solution for the City's current and future needs based on the information available and the City's best efforts of determination.

The proposal evaluation criteria should be viewed as standards that measure how well a proposer's approach meets the desired requirements and needs of the City. The criteria that will be used to evaluate proposals may include, but are not limited to the following:

- 1.14.1** Quality of proposal
- 1.14.2** Conformance with RFP guidelines and submittal requirements
- 1.14.3** Conformance with the City's desired scope of services requirements
- 1.14.4** Proposed Project Plan
- 1.14.5** Project Cost
- 1.14.6** Public sector experience and qualifications of proposed staff
- 1.14.7** Experience with software that aligns with the City's technology strategy
- 1.14.8** Proposer Presentations
- 1.14.9** Compatibility with the City's proposed contract terms and conditions
- 1.14.10** References



The City reserves the right to determine the suitability of proposals on the basis of any or all of these criteria or other criteria not included in the above list.

### 1.15 REVISION TO THE RFP

The City reserves the right to revise the RFP prior to the date that Proposals are due. Revisions to the RFP shall be posted to the City's website. The City reserves the right to extend the date by which the Proposals are due. This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for work. All Proposals submitted in response to this RFP become the property of the City and public records, and as such, may be subject to public review.

The City reserves the right to cancel, in part or in its entirety, this RFP, including, but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises this RFP, all proposers will be notified in writing by the City.

The City reserves the right to request additional information and/or clarifications from any or all proposers to this RFP.

### 1.16 PROJECT EVALUATION STRUCTURE

The City will use the following structure for the evaluation of the consulting services proposals received in response to this RFP.

**1.16.1 Project Sponsor:** The City's Project Sponsor will play the main "governance" role on the project and will make a final recommendation to the City Council. The Project Sponsor will base its recommendation(s) on input from the Project Manager and Proposal Evaluation Team, as well as its own assessment of the proposed solutions.

**1.16.2 Project Manager:** The City's Project Manager (the "Project Manager") will act as the City's project lead. The Project Manager will coordinate with the proposer's Project Manager to develop the Project Plan, gather and manage the required City resources, and be the primary point of contact between the vendor and the City. The Project Manager leads the Proposal Evaluation Team.

**1.16.3 Proposal Evaluation Team:** The Proposal Evaluation Team (the "Evaluation Team") will be responsible for tasks such as reviewing and evaluating all received proposals, participating in meetings to elevate proposals at each decision point, and participating in any other evaluation tasks that may be required. The Evaluation Team's objective is to make a recommendation on a final proposer to the Project Sponsor.

### 1.17 OVERVIEW OF THE EVALUATION PROCESS



Submitted proposals will be evaluated by the Evaluation Team. During the evaluation process, the City reserves the right, where it may serve the best interest of the City, to request additional information or clarification from firms submitting proposals. At the discretion of the City, firms submitting proposals may be asked to make oral presentations as part of the evaluation process.

The City will use a competitive process based upon elevating a certain number of proposers to compete against each other at different levels (stages) of the process. The City recognizes that if a proposer fails to meet expectations during any part of the process, the City reserves the right to proceed with the remaining proposers or to elevate a proposer that was not elevated before.

- 1.17.1** Selection of proposers at each level will follow the description outlined in the table below. Selection of the final proposer will be based upon this process. The City reserves the right to change the selection process at any time during the procurement process.
- 1.17.2** The City reserves the right to reject any or all proposals for any reason and then seek new proposals or take other action.
- 1.17.3** The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award. To protect any confidential information contained in their Proposals, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Failure by the bidder to strictly comply with the requirements of state law on the protection of confidential and/or trade secret information may result in disclosure of such information.
- 1.17.4** See Table 1.4 for Proposal Selection Steps

<b>Table 1.4 - Proposal Selection Steps</b>	
Level 1	Ability to meet base submittal requirements
Level 2	Detailed proposal evaluation
Level 3	Proposer presentations
Level 4	Reference Checks
Level 5	Final contract negotiations



## 2.0 Detailed Submittal Requirements

### 2.1 PROPOSAL SUBMISSION INSTRUCTIONS

The Proposal must be received **no later than 3:00 p.m. (LOCAL TIME) on March 18, 2016** at the following address:

City of St. Charles  
Information Systems  
2 East Main Street  
St. Charles, Illinois 60174

Proposals are to be submitted in sealed packages with the following information clearly marked on the outside of each package:

- *Name of responder*
- Enterprise Asset Management / Work Order Needs Assessment Study
- RFP #16-02-16

Failure to comply with the requirements of this RFP may result in disqualification.

Proposals received subsequent to the time and date specified above may not be considered.

Please note the following as part of the submittal process:

- 2.1.1** Signature of the proposal by the proposer constitutes acceptance by the proposer of terms, conditions, and requirements set forth herein.
- 2.1.2** Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. Exceptions to the RFP will not automatically eliminate the proposal.
- 2.1.3** Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the City.
- 2.1.4** Proposers are required to submit two (2) hard copies of the proposal and two electronic (2) copies of the proposal. Hard copies must include submittal letter signed by authorized agent of the proposer which clearly identifies each firm involved in the proposal and appropriate contact information for each.
- 2.1.5** Use the Submittal Checklist (Attachment 1) to ensure that all required documents, forms, and attachments have been completed and submitted as instructed.
- 2.1.6** The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.



- 2.1.7 By submitting a proposal, the proposer is providing a guarantee to the City that, if chosen, it will be able to provide the proposed services during the period of time specified in the staffing matrix (section 2.8.4).
- 2.1.8 There is no expressed or implied obligation for the City to reimburse proposers for any expenses incurred in preparing proposals in response to this RFP.

## 2.2 RFP AMENDMENTS

If it becomes evident that this RFP must be amended, the City will issue a formal written amendment and post to the City's Web Site. <http://www.stcharlesil.gov>

## 2.3 PROPOSAL FORMAT AND CONTENT

Proposers must assemble their proposals in strict adherence to the layout requirements. Failure to follow all proposal layout requirements may result in disqualification due to non-responsiveness. Each proposer is required to submit the proposal in a sealed package. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. The proposal should be organized into the following major sections:

- Introductory Material (Title Page, Letter of Transmittal, and Table of Contents)
- 1.0 Executive Summary
- 2.0 Scope of Services
- 3.0 Company Background (including most recent audited financial statements)
- 4.0 Project Plan
- 5.0 Client References
- 6.0 Exceptions to the RFP
- 7.0 Sample Documents
- 8.0 Price Proposal (To be submitted in a separate sealed envelope, see section 2.16)
- 9.0 Required Attachments

## 2.4 INTRODUCTORY MATERIAL

The Title Page must show the RFP number, subject, name of the proposer, address, telephone number and the date. Letter of Transmittal, executed by an authorized representative, and Table of Contents must also be included.

## 2.5 EXECUTIVE SUMMARY

**(Proposal Section 1.0)** This part of the response to the RFP should be limited to a brief narrative summarizing the proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.



## 2.6 SCOPE OF SERVICES

**(Proposal Section 2.0)** This section of the proposal should include a general discussion of the proposer's overall understanding of the project and the scope of work proposed.

- 2.6.1 Facilitate visioning sessions with City Executives, and department staff. These workshops should be designed to educate city staff about asset management practices, and how similarly-sized cities have benefited from implementing an asset management program.
- 2.6.2 Perform a comprehensive audit of software and processes currently utilized to manage City assets, and the work performed on them.
- 2.6.3 Conduct a comprehensive needs analysis to determine the asset management business needs of the City.
- 2.6.4 Establish the capabilities and identify the gaps of all existing information systems used by City departments to currently manage their assets.
- 2.6.5 Review the city's current asset management workflow and recommend business process improvements that incorporate industry best practices.
- 2.6.6 Identify which functions and/or systems should be included in the city's asset management program.
- 2.6.7 Prioritize and provide recommendations (long and short term) on implementation of a new system.
- 2.6.8 Develop an expected budget for the purchase and implementation of a new EAM system.
- 2.6.9 Provide a presentation of findings to Senior City Management (Dept. Directors, City Administrator)
- 2.6.10 Compose a listing of requirements and provide draft and final RFP.

## 2.7 COMPANY BACKGROUND

**(Proposal Section 3.0)** Each proposal must provide information about any firm involved with this proposal so that the City can evaluate the proposer's stability and ability to support the commitments set forth in response to the RFP. The City, at its discretion, may require a proposer to provide additional support or clarify requested information.

- 2.7.1 Complete the company background form (Attachment 3)
- 2.7.2 Proposers must provide a copy of the latest audited financial statements



## 2.8 PROJECT PLAN

**(Proposal Section 4.0)** The proposer must provide a detailed plan for its consulting services. This information **MUST** include:

- 2.8.1** Provide overview of services proposed.
- 2.8.2** Provide the project methodology. Methodology shall include estimated timeframe, overview of deliverables, assumptions, and assumed responsibilities.
- 2.8.3** Provide a listing of the proposed project team members, including their proposed role on the project and their resumes.
- 2.8.4** Proposer must submit a staffing matrix indicating resources that will be required by the project (both consultant hours and City staff hours) by month for each month of the schedule as described above. Note: The staffing matrix must be consistent with the cost schedule, and other sections of this RFP.

The City reserves the right to alter work effort estimates after further discussion with the vendor. The consulting firm will be responsible for providing a project plan and keeping the project plan updated during the engagement.

## 2.9 CLIENT REFERENCES

**(Proposal Section 5.0)** The City considers references for consulting services to be important in its decision to award a contract. Vendors should supply references that will be available to speak with the City for approximately 30-60 minutes. The City will not call proposers to tell them that their references will be contacted because all references provided will be contacted by the City during the selection process. Similarly, the City will not work through a proposer's reference manager to complete a reference. The names, phone numbers and email addresses of the project manager or person with broad knowledge of the project for each reference must be listed. Failure to provide this information may result in the proposer not being elevated. The City reserves the right to contact additional clients for references, if deemed necessary.

Using the forms attached to this RFP as Attachment 2 (References), firms are expected to provide five (5) public sector references, for projects with a comparable scope. References should be for fully completed engagements. Please inform references that they might be contacted by the City.

## 2.10 EXCEPTIONS TO THE RFP

**(Proposal Section 6.0)** All requested information in this RFP must be supplied. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and a written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the City, the description of the advantages or disadvantages to the City as a result of exceptions, and the



recommended alternative. The City, at its sole discretion, may reject any exceptions or specifications within the proposal.

## 2.11 SAMPLE DOCUMENTS

**(Proposal Section 7.0)** Proposers should include sample copies of the following documents. Although they are sample forms, the documents must contain all material terms so that the City can fairly evaluate the proposer's forms.

- 2.11.1 Sample consulting services agreement.
- 2.11.2 Sample deliverables (i.e., reports).

## 2.12 PRICE PROPOSAL

- 2.12.1 **(Proposal Section 8.0)** Proposers must submit a cost schedule detailing work effort for all activities, identifying hourly rates and number of hours for proposed team members. The cost schedule will have milestone payment markers and should also include not-to-exceed budget for travel and other incidental expenses.
- 2.12.2 The City reserves the right to contact proposers on price and scope clarification at any time throughout the selection process and negotiation process.
- 2.12.3 Do **NOT** use "To Be Determined" or similar annotations in the cells for cost estimates. The City is asking proposers to estimate prices and hours for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated. Proposers may submit additional pricing sheets as an addendum to the cost template; however the cost template **MUST** be completed.
- 2.12.4 The City may award a purchase contract, based on initial offers received without discussion of such offers. A proposer's initial offer should, therefore, be based on the most favorable terms available. It may also request revised pricing offers from such proposers based on discovery, and make an award and/or conduct negotiations thereafter.



## 3.0 Current Environment

### 3.1 MAJOR APPLICATIONS

Table 3.2 Applications			
System	Description	Version	Technology
Infor Lawson S3	Financial/Procurement/HR/Payroll	9.0.1 (version 10 upgrade in progress)	Web based
Timecard	Time and Attendance (custom)	n/a	Web based
Esri ArcGIS / Geocortex Essentials	Geographic Information Systems	10.3	Web based
IBM Series i	Utility Billing (custom)	n/a	Server based
Drupal	Web Content Management (Internet – Intranet)	6.28 (version 7 upgrade in progress)	Web-based
Harris CityView	Permitting & Business Licensing	8.31	Server based
LaserFiche Rio	Content/Document Management	9.2.1	Web/Server Based
CFA Software	Fleet Management	8.1	Web/Server Based

### 3.2 TECHNICAL ENVIRONMENT

#### Servers

##### Operating Systems

Microsoft Windows Server 64 bit 2008 or higher

##### Mail Server

Microsoft Exchange Server 2013

##### Web Server

Microsoft Internet Information Server 7

Microsoft Internet Explorer 11.0

##### Forms Workflow/Intranet Applications

Microsoft SharePoint 2010

##### Backup and Recovery Software

Symantec Backup Exec 2010

#### Storage



HP P2000 6 X MSA500G2 SAN SCSI connected

Workstation (new)

HP z420  
Xeon E5-1603  
6 GB RAM  
500 GB hard drive  
Nvidia Quadro NVS295 256MB PCIe Video  
Windows 7 Professional

Network

TCP/IP  
Fiber 10Gbit WAN connection between City buildings  
Cisco 3750G 24/48 Ports PoE (Power Over Ethernet) Gigabit switches in server room closets  
Cisco 3750 48 Ports PoE 10/100 Gigabit IDF closets for workstations and printers  
Cisco 2960 24/48 Ports PoE/Non PoE Gigabit switches for small IDF's and remote sites  
Cisco 2820 Routers for Internet and remote sites, Cisco 7206 Routers for Public Safety,

Field Devices

Apple iPad  
Microsoft Surface  
HP Elitebook Laptop

In regard to the City's technology architecture as it relates to this project, Proposers should take into consideration the following preferences:

<b>Table 3.5 Technical Environment Preferences</b>	
<b>Technical Function</b>	<b>Preferred Technology/Platform</b>
Server Operating Systems	Microsoft Windows
Client Operating Systems	Microsoft Windows
Database Software	Microsoft SQL Server
Web Browser	Microsoft Internet Explorer
Mail Server Software	Microsoft Exchange/Outlook
Office Applications	Microsoft Office 2010

The City prefers software that is standards-based and does not lock the City into proprietary technology. In addition, the City preference is for GUI-based applications running in an enterprise environment. Applications should be user-friendly and table-driven, and able to utilize the City's installed Ethernet TCP/IP network.

### **3.3 CITY IT STAFF AND SKILLS**

The Information Systems Department consists of the following four functional areas:

- 1) Technical Services - Responsible for maintaining the application infrastructure including network communications, computer hardware, software, wireless communications, Internet connectivity, servers, telephones, audio/visual systems, and electronic building security.



- 2) Application Development and Support - Responsible for the implementation and support of the City's software applications. This includes selection, configuration and development of new applications or enhancements to existing applications, web design, content management support, and support of specialized systems throughout the City.
- 3) Records Management - Manages records for the entire City with the exception of the Police department. Works with each department to determine appropriate storage and retention requirements for each type of record. Performs scanning and indexing functions for the document management system.
- 4) Geographic Information Systems - Provides programming, GIS analysis, GPS locates, and mapping services to other City departments. Responsible for creation, maintenance, and distribution of the City's geographic data.

Following is a link to the Information Systems Department organizational chart:

<http://www.stcharlesil.gov/sites/default/files/business/2197-9538.pdf>:



## **4.0 Contract Terms and Conditions**

Below are standard contract terms and conditions that the City expects to be part of any agreement with the finalist vendor(s). Please indicate your willingness to comply with each condition by noting any exceptions per the instructions in section 2.10 of this RFP. Contract terms in the final agreement should include but will not be limited to those listed below.

### **4.1 APPLICABILITY**

In accordance with Section 1.9.3 the provisions of this RFP, including but not limited to these terms and conditions, shall be made part of each agreement resulting from this solicitation.

### **4.2 PAYMENT TERMS**

Consulting services will be paid on a not-to-exceed basis as described, only on a milestone deliverable completion basis, meaning the City will pay only when the proposer has satisfactorily completed mutually agreed upon payment deliverable, as will be defined in the Statement of Work as part of the Consulting Services Agreement (the "Agreement"). In addition, the City will apply a retention rate of fifteen percent (15%) to all service payments, with such retention being released on final acceptance of the entire system, which will be defined during the contract negotiation phase.

Payment for services rendered pursuant to any agreement resulting from this RFP shall be made in amounts and at times set forth in the resulting agreement. A purchase order will be issued, and all invoices must reference the purchase order number. Payment shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the City. Prior to payment, the proposer must submit an original dated itemized invoice of services rendered. (Photographs or facsimiles of invoices will not be accepted.) Any reimbursement for expenses, as allowed in the Agreement and that are included in the invoice(s), must be supported with attached original billings for such expenses.

### **4.3 SERVICES AND STATEMENT OF WORK**

The intent of the Agreement is for the services to be completed in the detail described in the Statement of Work ("SOW"), which is attached to, and part of the Agreement. Except as otherwise explicitly stated in the Agreement, the proposer will furnish all labor, materials, equipment, products, tools, transportation, and supplies required to complete the services. The proposer will provide services to the City as required in the Agreement and the SOW. Any additional services will be mutually agreed to in writing by each party through a change order process.

### **4.4 DOCUMENTATION AND COPYRIGHT**

Collected data, analyses, and any analytical processes, programs and files developed as a contractual requirement are the sole property of the City. The City may, at its sole discretion, waive title to any portion or to all data and analyses.



#### **4.5 INTELLECTUAL PROPERTY RIGHTS**

The proposer will indemnify and hold harmless the City from liability of any kind, including costs and expenses for or on account of any copyrighted service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the City. If the proposer uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

#### **4.6 COVENANTS AGAINST CONTINGENT FEES**

The proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **4.7 CHANGES**

The City's project manager may, at any time, by a written order and without notice to the insurers make changes within the general scope of the contract in any one or more of the following: a) specifications or statement of work and b) place of performance or delivery. If any such changes cause an increase or decrease in the cost of or the time required for the performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made a) in the contract price or time of performance or both and b) in such other provisions of the contract as may be so affected; and the contract shall be modified in writing accordingly. Any claim by the proposer for adjustment under this article must be asserted within 30 days from the date of receipt by the proposer of the notification of change, provided, however, that the City's project manager decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "disputes". However, nothing in this article shall excuse the contractor from proceeding with the contract as changed.

#### **4.8 LAWS AND REGULATIONS**

The proposer shall comply with all applicable laws, ordinances, and codes of the State of Illinois, Kane and the City of St. Charles, IL. It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Failure to comply with all applicable laws, ordinances and codes may lead to termination of the contract.



## 4.9 DISPUTES

In the event of any dispute between the parties arising from this RFP, the Agreement, or the services provided hereunder, each party shall, prior to seeking judicial resolution of such dispute, escalate the dispute to a senior representative of such party, and such senior representatives shall use good faith efforts to resolve the dispute between them. If such senior representatives are unable to resolve the dispute, such dispute shall then be decided by litigation. The proposer and the City shall make good faith efforts to resolve any and all disputes as quickly as possible.

Any litigation between the parties of this agreement shall be conducted in Kane County, Illinois. In the event of any litigation arising out of this contract, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and Attorney fees.

## 4.10 INDEMNIFICATION AGREEMENT

Awarded proposers shall to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its agents, officers, elected and appointed officials and employees from and against all claims, actions, liabilities, losses (including economic losses and attorney fees), and/or costs arising out of any of the following actual or alleged:

- 4.10.1** Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work
- 4.10.2** Violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work
- 4.10.3** Liens, claims or actions made by the contractor or any subcontractor or other party performing the work
- 4.10.4** Violation of intellectual property rights of third parties, including, copyright, patent, license agreements, or other claims of ownership and/or infringement made or alleged against the City.

The City reserves the right to retain its own attorneys in such an event, for which proposers would reimburse the City.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the proposer or any subcontractor under workers' compensation acts; disability benefit acts; other employee benefit acts; or any statutory bar.



#### 4.11 INSURANCE REQUIREMENTS

**4.11.1** The contractor, and any subcontractors, shall purchase and maintain such insurance as will protect themselves and the City against all claims arising from the operation of the work or the execution of this contract. The City, its officers, agents and employees shall be named as additional insured on all insurance policies required by the specifications to be purchased by the contractor or subcontractor.

**4.11.2** Minimum requirements for insurance are set forth in the following detailed specifications:

The successful Proposer must carry the following amounts and types of insurance in conjunction with the work performed under this contract.

<i>Coverage</i>	<i>Limits</i>	
Automobile Liability	\$1,000,000	Combined single limit
Commercial General Liability	\$1,000,000	Per occurrence
	\$2,000,000	General aggregate

All Commercial General Liability policies must include Blanket Contractual coverage and Broad Form Vendors' Liability coverage.

Workers' Compensation	\$500,000	Per accident
(Employers' Liability)	\$500,000	Disease limit
	\$500,000	Each Disease
Umbrella Liability	\$5,000,000	Limit

#### 4.12 TERMINATION

If the City terminates this agreement for cause, the City may, by written notice of default to the proposer, terminate the Agreement in whole or in part if the proposer fails to: (i) Maintain the staffing levels as outlined in the SOW, deliver the deliverables or to perform the services within the time specified in the Agreement or any amendment thereto; (ii) Make progress, so that the lack of progress endangers performance of the Agreement; or (iii) Perform or observe any of the other provisions of the Agreement. the City's right to terminate the Agreement may be exercised if the failure constitutes a material breach of the Agreement and if the proposer does not cure such failure within the time frame stated in the City's Notice to Cure, which in no event will be less than fifteen (15) days.

**4.12.1 Party Obligations.** If the Agreement is terminated for cause, the City may require the proposer deliver to the City, as directed by the City, any: (i) completed deliverables; (ii) partially completed deliverables related to the terminated portion of the Agreement; and (iii) any plans, working papers, forms, documentation formats, etc. necessary for understanding of the deliverables of services. Upon direction of the City, the proposer shall also protect and preserve property in its possession in which the City has an interest. The City shall pay Agreement prices for completed deliverables delivered and accepted. Failure to agree will constitute



a dispute under the “disputes” clause. The City may withhold from these amounts any sum it determines to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders.

**4.12.2 Remedies.** The rights and remedies of the City in this clause are in addition to any other rights and remedies provided by law or under the Agreement. If, after termination, it is determined by a final ruling in accordance with the “disputes” clause that the proposer was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

**4.12.3 Termination for Convenience.** The Agreement may be terminated in whole or in part, by the City whenever it is determined that such termination is in the best interest of the City, which termination shall be effective at 11:59 p.m. on the intended date of termination (the “Termination Date”), after the City shall have delivered to the proposer a notice specifying the extent to which provision of services under the Agreement are terminated (“Notice of Termination for Convenience”), and the date upon which such termination will become effective.

- **Obligations.** After receipt of a Notice of Termination for Convenience, and except as directed by the City, the proposer shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The proposer shall: (i) Stop work as specified in the Notice of Termination for Convenience; and (ii) Place no further subcontracts for materials, Services, or facilities, except as necessary to complete any continuing portion of the agreement; and (iii) Terminate all subcontracts to the extent they relate to the work terminated; and (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
- **Remedies.** In the event of all or any partial termination of the Agreement under this section, as its sole remedy, the proposer shall be entitled to the unpaid compensation for services actually rendered up to and including the applicable Termination Date, on a time and materials basis, at an hourly rate not to exceed the rate set forth in the agreement, for each of the contractor’s personnel that performed the unpaid services in connection with the deliverables that were delivered and the tasks that were performed under the SOW. The City shall retain and pay at the contracted price all deliverables in its possession at time of termination for convenience.
- The City shall also return any sums held back as retainage from the compensation previously paid to the contractor within 30 days of the termination date. If within sixty (60) days following the Termination Date, the parties have not agreed upon the amount of Services rendered



as of the Termination Date or the amount of such additional payments, then the issue will be treated as a dispute under the Agreement.

#### **4.13 NONAPPROPRIATION OF FUNDS**

In the event sufficient funds are not appropriated for contract payments required to be made in a future fiscal year then the City at its sole discretion may terminate the Agreement at the end of the then current fiscal year, without penalty or additional expense of any kind whatsoever.

**4.13.1** Notwithstanding anything in the Agreement to the contrary, this Non-appropriation provision shall survive termination of the Agreement.

#### **4.14 CERTIFICATE OF COMPLIANCE**

All supplier/contractors are required to complete the Certificate of Compliance (Attachment 5) as per the Illinois Compiled Statutes Ch. 65, Sec. 11-42.1-1, which will be returned with the proposal.

#### **4.15 EQUAL OPPORTUNITY EMPLOYER**

The City of St. Charles is an equal opportunity employer, and all supplier/contractors are required to be equal opportunity supplier/contractors as defined by all applicable state and federal laws and regulations.

#### **4.16 CERTIFICATE OF NON-DISQUALIFICATION**

All supplier/contractors are required to submit a completed Certificate of Non-Disqualification (Attachment 6), as required under Illinois Compiled Statutes, Ch. 720, Sec. 33 E-11.

#### **4.17 PROVISIONS OF ST. CHARLES MUNICIPAL CODE**

All proposals and contracts shall be in accordance with Title 2, Ch. 2.33 of the City of St. Charles Illinois Municipal code, as from time to time amended, which shall take precedence over and control all aspects of this contract, and which are incorporated herein by reference.

#### **4.18 CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS**

All supplier/contractors are required to submit a completed Certificate of Compliance with Safety Standards (Attachment 7).



**4.19 CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257 OF THE ILLINOIS HUMAN RIGHTS ACT**

All supplier/contractors are required to submit a completed Certificate of Compliance with Public Act 87-1257 of the Illinois Human Rights Act (Attachment 8).



## ATTACHMENT 1: RFP SUBMITTAL CHECKLIST

RFP Submittal Checklist		
Task	Reference	Submitted
Introductory Material	2.4	
Executive Summary	2.5	
Scope of Services	2.6	
Company Background (including most recent audited financial statements)	2.7	
Project Plan	2.8	
Client References	2.9	
Exceptions to the RFP	2.10	
Sample Documents	2.11	
Price Proposal (To Be Submitted Under Separate Cover)	2.12	
<b>Required Attachments</b>		
Attachment 1 RFP Submittal Checklist	This sheet	
Attachment 2 Consulting Services Reference Form		
Attachment 3 Company Background		
Attachment 4 Notarized Signature Page		
Attachment 5 Certificate of Compliance of ILCS 65/11-42.1-1	4.14	
Attachment 6 Certificate of Non-Disqualification under ILCS 720/33E-11	4.16	
Attachment 7 Certificate of Compliance with Safety Standards	4.18	
Attachment 8 Certificate of compliance with Public Act 87-1257 of IHRA	4.19	
(1) Signed Master Copy of Proposal (technical and price, separated out)	2.1.4	
(2) Hard copies of proposal (technical and price, separated out)	2.1.4	
(2) electronic copies on CD	2.1.4	



## ATTACHMENT 2: CONSULTING SERVICES REFERENCE FORM

Please provide at least three (5) references for consulting services that most closely reflect consulting projects that are similar to the City's scope of work. Please use the following format in submitting references.

### GENERAL BACKGROUND

Name of Client: \_\_\_\_\_

Address: \_\_\_\_\_

Project Manager/Contact : \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Summary of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of Employees: \_\_\_\_\_ Approximate size of operating budget: \_\_\_\_\_

### PROJECT SCOPE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### PROJECT INFORMATION

Total Project Costs \$ \_\_\_\_\_ Length of Project (months) \_\_\_\_\_

Approximate Number of Consultant Hours \_\_\_\_\_

Approximate Number of Government Hours \_\_\_\_\_



### ATTACHMENT 3: COMPANY BACKGROUND

Company Background	
<b>Company Name</b>	
<b>Company Location:</b> <i>Location of corporate headquarters</i>	
<i>Location of nearest office/location to the City</i>	
Proposer Experience	
<b>Years of Experience:</b> <i># of years in business</i> <i># of public sector clients</i> <i># of public sector clients in Illinois</i>  <i>Identify by name some of the clients similar to the City (e.g., similar in size, complexity, location, type of organization)</i>	
<b>Market Focus:</b> <i>Identify other industries serviced</i>	
<b>Projects:</b> <i>Discuss which systems you've recommend in the past, why, and the frequency of each.</i>	
<b>Terminated Projects:</b> <i>List any terminated public sector projects. Please disclose the jurisdiction and explain the reason for the termination.</i>	
Organization Size	
<b>Number of Employees:</b>	
<b>Total Revenue:</b> <i>If Proposer is a subsidiary, identify revenues of proposing company/division</i> <i>Identify the percentage of revenue used for research &amp; development by the proposing company/division</i>	
Corporate Notes	
<b>Ownership:</b> <i>Privately held? Publicly traded? Parent Company?</i>	
<b>Partnerships:</b> <i>Identify any business formal or informal business partnerships your company has with EAM software vendors.</i>	



**ATTACHMENT 4: NOTARIZED SIGNATURE PAGE**

In compliance with this Request for Proposals (RFP) and subject to all conditions imposed therein, and hereby incorporated by reference, the undersigned Officer of \_\_\_\_\_ hereby offers and agrees to furnish the services described in accordance with the attached proposal, or as mutually agreed upon by subsequent negotiation. The signatory hereby certifies that he is an agent authorized to bind the company.

Name and address of Firm: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_  
Signature

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Federal ID No. \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me, a Notary Public, in and for said County and State on this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Notary Public

Commission Expiration Date: \_\_\_\_\_







## **ATTACHMENT 7: CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois that \_\_\_\_\_ (bidder) shall comply with all local, state and federal safety standards.

\_\_\_\_\_  
Name of Bidder

By:

State of \_\_\_\_\_),  
ss.

County of \_\_\_\_\_)

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

Notary Public



**ATTACHMENT 8: CERTIFICATE OF COMPLIANCE WITH PUBLIC  
ACT 87-1257 OF THE ILLINOIS HUMAN RIGHTS ACT**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois that \_\_\_\_\_ (bidder) complies with the Illinois Human Rights Act as amended by Section 2-105, Public Act 87-1257 in relation to employment and human rights.

\_\_\_\_\_  
Name of Bidder

By:

State of \_\_\_\_\_),  
ss.  
County of \_\_\_\_\_)

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

Notary Public