

Request for Proposal (RFP)

Professional Services

for

Network Infrastructure Upgrade – Phase 1

for the

City of St. Charles, Illinois



RFP # 1009

Release Date	May 13, 2019
Questions Due	May 27, 2019
Answers Provided	May 30, 2019
Due Date	June 10, 2019 3:00 PM Central



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1. RFP Introduction

1.1 INTRODUCTION

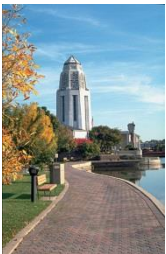
The City of St. Charles (“City”) is requesting proposals from qualified firms to perform a network infrastructure installation of Aruba switches and wireless access points for the new Police Department of the City of St. Charles. Attachment 9 lists the Aruba Bill of Materials (“BOM”) to be installed.

Phase 1 of the network infrastructure upgrade will include the professional services needed to successfully integrate the new Police Department into the City’s current network infrastructure. Construction of the new Police Department at 1515 W. Main St. in St. Charles is currently underway with an expected completion date of August/September of 2019. With the completion of the Police Department happening in the very near future, the Aruba BOM equipment will need to interoperate with the City’s current Cisco networking infrastructure. Any firm responding to this proposal will need to have resource availability beginning early July through the Police Department move-in to the new building.

Phase 2 of the network infrastructure upgrade (as initiated through a separate RFP process) will include the professional services needed to upgrade the remaining City wireless and wired infrastructure from a Cisco environment to an Aruba environment. The BOM for Phase 2 will be included within that RFP. The City will be releasing the Phase 2 RFP shortly after Phase 1 completion. Being selected as the Phase 1 firm does NOT guarantee or imply selection as the Phase 2 firm.

The City’s intent is to utilize a single Aruba instant WLAN cluster for Phase 1. Once Phase 2 is implemented and deployed, all Police Department APs will be converted to controller based.

1.2 ABOUT THE CITY



St. Charles has a land area of 15 square miles. Located in both DuPage and Kane Counties, the City of St. Charles is 35 miles west of downtown Chicago. State Highways 25, 31, 38, and 64 cross St. Charles, as do county thoroughfares Randall and Kirk Roads. Over 2,100 businesses employ over 34,200 people, consisting of a balanced mix of retailers, restaurants, and manufacturing facilities. They are assisted by an active Chamber of Commerce, a full service Convention and Visitors Bureau, and the Downtown St. Charles Partnership.

For more information about the City, go to <http://www.stcharlesil.gov/>

For more information regarding the City’s bids and proposals, go to www.stcharlesil.gov/bids-proposals/



Table 1.1 – City of St Charles Background

Background Summary	
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>



2 Project Scope

The project scope described below is what the City believes to be a successful approach to this project. Note that this project scope is used only as a guideline—firms responding to this RFP are expected to propose a scope of work and methodology that will best meet the City’s project objectives.

Table 2.1 – Project Scope

Project Kickoff
<ul style="list-style-type: none"> • Define project stakeholders
<ul style="list-style-type: none"> • Obtain inputs, documents and configuration information from City needed to perform discovery and analysis of current network infrastructure
<ul style="list-style-type: none"> • Outline project schedule
LAN/WAN Network Design and Installation Plan
<ul style="list-style-type: none"> • Lead a network design discussion to better understand network infrastructure components and standards such as: <ol style="list-style-type: none"> 1. Physical and logical design 2. Switch and AP configuration and standardizations 3. Current routing design 4. SSID name schemes and VLAN design 5. Network authentication review 6. IP addressing schema 7. RADIUS infrastructure design
<ul style="list-style-type: none"> • Lead a discussion to understand the City’s current security features/best practices (SNMP, Password management, Device access)
<ul style="list-style-type: none"> • Develop WLAN solution design (Authentication, VLAN, Network Services, Guest Network)
<ul style="list-style-type: none"> • Develop integration plan into existing Cisco network infrastructure
LAN/WAN Device Staging
<ul style="list-style-type: none"> • Stage equipment in configuration facility (utilizing either City or selected firm staging area)
<ul style="list-style-type: none"> • Test network functionality via testing scenarios
<ul style="list-style-type: none"> • Pre-stage single instant WLAN cluster
<ul style="list-style-type: none"> • Label, inventory and asset tag equipment to City’s specification
<ul style="list-style-type: none"> • Prepare onsite documentation and ready equipment for shipping to site
LAN/WLAN Implementation
<ul style="list-style-type: none"> • Stage equipment in appropriate closet
<ul style="list-style-type: none"> • Install access points at site locations
<ul style="list-style-type: none"> • Install switches in provided IDF racks



<ul style="list-style-type: none">• Label all AP ports
<ul style="list-style-type: none">• Connect patch cords from patch panel to switch utilizing industry standard cable management techniques
LAN/WLAN Testing and Documentation
<ul style="list-style-type: none">• Thoroughly test and validate switch and AP connectivity to current network infrastructure
<ul style="list-style-type: none">• Provide device configuration documentation

In addition to the project scope of work outlined above, the consultant shall:

- Develop a project plan with City’s designated Project Manager
- Provide appropriate documentation to support findings or recommendations, and other documentation as required, and
- Conduct regular project status meetings and provide written status reports

2.1 PROJECT DELIVERABLES

The main deliverables expected for this project include:

- Project management plan used to manage deliverables, assess progress and manage change management issues
- Current network configuration information as it pertains to the new equipment and City requirements
- Design acceptance document outlining physical and logical design, configuration requirements, WLAN instant cluster solution design and Integration plan
- Per closet device staging report (configured, tested and ready to be installed)
- Post installation results documentation
- Device configuration completion documents
- Executive summary (closing documentation) report

2.2 PROJECT SUPPORT AND KNOWLEDGE TRANSFER

“Day One” support of up to 4 hours is to be included and clearly marked in the cost proposal. “Day One” shall be defined as the first business day after equipment installation has been installed and tested AND when City Police Department staff is working in the building. The City and the selected firm will work together to define this support as building milestones are made clearer.

Also to be included in the cost proposal and clearly marked is up to 2 hours of knowledge transfer. The selected firm will provide explanations of the technologies used during the implementation, review provided documentation and provide best practices regarding the day to day management and troubleshooting of the implemented solution.



2.3 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>
Consultant selection	6/19/19
Notice to proceed	6/21/19
Project kickoff meeting	7/1/19
Equipment staging and testing	7/8/19
Equipment installation at Police Department	7/22/19
Day One Support (based on actual move of Police Department)	8/5/19
Post installation knowledge transfer	8/9/19
Executive Summary completed	8/12/19



3 Current City Environment

In an effort to assist with the preparation of an RFP response, the City is making available the following information regarding its current environment.

3.1 TECHNICAL ENVIRONMENT

The City of St. Charles Campus Area Network includes two main data centers communicating on a fiber optic network. The City new Police Department at 1515 W. Main St. in St. Charles will be incorporated into the City's network.

There are approximately 270 users on the City's network and 600 connected devices. Wireless access points for both public and staff access exist in most City buildings. The City is connected to the Internet through two aggregated connections with a total of 250 Mbps, and from the field with a 4G Broadband connection.

Further technical information will be provided to the selected firm.

3.2 APPLICATION ENVIRONMENT

Table 3.1 – Major Applications

System	Description
Infor Lawson S3	Financial/Procurement/HR/Payroll
Esri ArcGIS / Geocortex Essentials	Geographic Information Systems
Drupal	Web Content Management (Internet – Intranet)
Harris CityView	Permitting & Community Development
LaserFiche Rio	Content/Document Management
New World	Law Enforcement Records Management
Firehouse	Fire and Emergency Medical Services Records Management
Timecard	Time and Attendance (custom)
CFA Software	Fleet Management



3.3 REGULATORY ENVIRONMENT

The City of St. Charles must comply with all local, state and federal regulations and statutes governing the maintenance, use or transmission of personally identifiable information or health information records. Applicable regulations include the Health Insurance Portability and Accountability Act (HIPAA) and the Illinois Identity Protection Act (5 ILCS 179/1), which governs the use, collection and protection of Social Security Numbers.

The City must comply with the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy. This refers to any FBI Criminal Justice Information (CJI) accessed by City law enforcement, such as biometric, biographic, property or case history data.

The City must also comply with the Illinois Personal Information Protection Act (815 ILCS 530) that requires any agency that collects personal information concerning an Illinois resident to notify the resident if there has been a breach of personal information on its systems. The act also requires personal data that is no longer needed to be disposed of in a manner that protects the security and confidentiality of the material, whether it is stored digitally or maintained in hard copy form.

Also, as a merchant that accepts payment cards, the City must comply with the Payment Card Industry - Data Security Standards (PCI-DSS).

3.4 CITY IS STAFF ORGANIZATION

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

- 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.
- 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.
- 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.
- 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 Proposal Information

It is necessary for respondents 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 respondent. 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 respondent to more than it may realize.

Information obtained by the respondent from any officer, agent or employee of the City shall not affect the risks or obligations assumed by the respondent or relieve the respondent 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.

4.1 GUIDELINES

By virtue of submitting a proposal, parties are acknowledging:

- 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 respondents at any time to gather additional information. Furthermore, the City reserves the right to add or delete requirements until the final contract signing.
- 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. Respondents are to provide all work effort needed as part of their proposal. Finally, the City reserves the right to ask respondents 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.
- 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.
- 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.
- 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.
- 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.



4.2 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:

Joan Schouten
Purchasing Division Manager
City of St. Charles
Email: Procurement@stcharlesil.gov

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 **May 27, 2019**. Any officer, agent or employee of the City will **NOT** accept verbal questions about this RFP.

If any respondent 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.

Respondents 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 respondent's RFP response. The decision to select a proposal is solely that of the City.

The respondent 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 emailed directly to the respondents of this RFP. The City will not be responsible for any other explanations or interpretations.

4.3 DISCUSSION OF PROPOSALS

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

4.4 ASSIGNMENT

The respondent 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.



4.5 TENTATIVE PROCUREMENT SCHEDULE

Table 4.1 – Tentative Schedule

May 13, 2019	RFP distributed
May 27, 2019	Questions due - emailed to City's Purchasing Division Manager
May 30, 2019	Answers provided
June 10, 2019	Proposals Due – 3:00 PM Local Time
June 19, 2019	Finalist Selected
June 21, 2019	Award of Contract

These are target dates and subject to change without notice.

4.6 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 respondents according to specific criteria and will then elevate a certain number of respondents to compete in the next level. Respondents not elevated may be elevated at a later date.

The proposal evaluation criteria should be viewed as standards that measure how well a respondent'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:

- Quality of proposal
- Conformance with RFP guidelines and submittal requirements
- Conformance with the City's desired scope of services requirements
- Proposed Project Plan
- Project Cost
- HPE/Aruba solution design and implementation experience
- Public sector experience
- Compatibility with the City's proposed contract terms and conditions
- 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.

4.7 REVISION TO THE RFP

The City reserves the right to revise the RFP prior to the date that Proposals are due. 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. As such, responses become public records and may be subject to public review via the Freedom of Information Act (FOIA). 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 Respondents will be notified in writing by the City.

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

4.8 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 respondents to compete against each other at different levels of the process. The City recognizes that if a respondent fails to meet expectations during any part of the process, the City reserves the right to proceed with the remaining respondents or to elevate a respondent that was not elevated before.

The City reserves the right to reject any or all proposals for any reason and then seek new proposals or take other action.

To protect any confidential information contained in their Proposals, companies must (1) mark their proposal as CONFIDENTIAL ORIGINAL and (2) provide a redacted copy of the proposal marked REDACTED COPY. 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.

4.9 PROPOSAL SUBMISSION INSTRUCTIONS

The Proposal(s) must be received by email **no later than 3:00 p.m. (LOCAL TIME) on June 10, 2019** addressed to the following:

Joan Schouten
Purchasing Division Manager
City of St. Charles
2 East Main Street
St. Charles, Illinois 60174
Email: Procurement@stcharlesil.gov



Proposals are to be submitted with the following information clearly marked in the subject line of the email and the cover page of each proposal:

Name of responder
Network Infrastructure Upgrade – Phase 1
RFP #1009

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:

- Signature of the proposal by the respondent constitutes acceptance by the respondent of terms, conditions, and requirements set forth herein.
- 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.
- Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the City.
- Respondents are required to submit one electronic version (PDF) of the proposal and one electronic version (PDF) of the cost proposal. The submittal include a submittal letter signed by an authorized agent of the respondent which clearly identifies each firm involved in the proposal and appropriate contact information for each.
- 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.
- By submitting a proposal, the respondent 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 project plan.
- There is no expressed or implied obligation for the City to reimburse respondents for any expenses incurred in preparing proposals in response to this RFP.

4.10 RFP AMENDMENTS

If it becomes evident that this RFP must be amended, the City will issue a formal written amendment.

4.11 PROJECT COST PROPOSAL

Respondents must provide a cost proposal in a separate document. At a minimum, the cost proposal should include:

- Hourly costs of each proposed team members by category (e.g. Network Engineer) along with the estimated hours for each team member. Proposal **MUST** contain total hours proposed to the project



- Project Management Costs
- Travel and Related Expenses
- Total not-to-exceed cost. Fixed bid proposals will NOT be considered.

Attachment 9 lists the BOM equipment to be installed in Phase 1. Do NOT include a cost for the equipment as part of this RFP. Any respondent wishing to ALSO bid on the equipment will do so through a separate request for quote procedure obtained by contacting:

Steve Weishaar
Network Manager
Email: sweishaar@stcharlesil.gov

4.12 PROPOSAL FORMAT AND CONTENT

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposed deliverables 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 Cost Proposal (To be submitted in a separate document)
- 9.0 Required Attachments



5.0 Contract Terms and Conditions

5.1 AGREEMENT FOR PROFESSIONAL SERVICES

Included as Attachment 8 is a sample Agreement for Professional Services. Please indicate your willingness to comply with each provision of the Agreement for Professional Services by noting any exceptions in your response to this RFP.

5.2 INSURANCE REQUIREMENTS

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. Minimum requirements for insurance are set forth in Attachment 8.

5.3 CERTIFICATE OF COMPLIANCE

Consultant is required to complete the Certificate of Compliance (Attachment 4) as per the Illinois Compiled Statutes Ch. 65, Sec. 11-42.1-1, which will be returned with the proposal.

5.4 EQUAL OPPORTUNITY EMPLOYER

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

5.5 CERTIFICATE OF NON-DISQUALIFICATION

Consultant is required to submit a completed Certificate of Non-Disqualification (Attachment 5), as required under Illinois Compiled Statutes, Ch. 720, Sec. 33 E-11.

5.6 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.

5.7 CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

Consultant is required to submit a completed Certificate of Compliance with Safety Standards (Attachment 6).

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

Consultant is required to submit a completed Certificate of Compliance with Public Act 87-1257 of the Illinois Human Rights Act (Attachment 7).



Attachment 1: Consulting Services Reference Form

Please provide at least three (3) references for consulting services that most closely reflect consulting projects that are similar to the City’s scope of work (preferably from an HPE/Aruba project). 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 Client Hours _____



Attachment 2: Company Background

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



Attachment 3: 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 _____ 2017.

Notary Public

Commission Expiration Date: _____



Attachment 4: Certificate of Compliance of Illinois Compiled Statutes, Ch. 65, Sec. 11-42.1-1

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that _____ (bidder) is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Ch. 65, Sec. 11-42.1-1, Illinois Compiled Statutes.

Name of Bidder

By:

State of _____),

ss.

County of _____)

Subscribed and sworn to
before me this _____ day
of _____, _____.

Notary Public



**Attachment 5: Certificate of Non-Disqualification under Illinois Compiled Statutes,
Ch. 720, Sec. 33E-11**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois that _____ (bidder) is not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-11 of the Illinois Compiled Statutes.

Name of Bidder

By:

State of _____),
ss.
County of _____)

Subscribed and sworn to
before me this _____ day
of _____, _____.

Notary Public

NOTE TO BIDDER: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Illinois Compiled Statutes, Ch. 720, Sec. 33E-11 (b).



Attachment 6: 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 7: 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



Attachment 8: St. Charles Agreement for Professional Services

Attached to end of document



Attachment 9: Bill of Material

Part Number	Description	Quantity
JZ033A	Aruba AP-345 (US) Unified AP	25
JY728A	AP-CBL-SERU Console Adapter Cable	2
R0M67A	Aruba 2930M 40G 8SR PoE Class 6 1s Switch	6
JL087A	Aruba X372 54VDC 1050W Power Supply	12
JL325A	Aruba 2930 2-port Stacking Module	6
J9734A	Aruba 2920/2930M 0.5m Stacking Cable	4
J9735A	Aruba 2920/2930M 1m Stacking Cable	2
JL083A	Aruba 3810M/2930M 4SFP+ MACsec Module	4
J4859D	Aruba 1G SFP LC LX 10km SMF Transceiver	4

St. Charles Agreement for Professional Service

Network Infrastructure Upgrade – Phase 1 Contract #1009

This agreement for professional services ("**Agreement**") has been awarded on _____ and is between the City of St. Charles, an Illinois home rule municipal corporation ("**City**"), located at 2 East Main Street; St. Charles, Illinois 60174 and _____ ("**Professional Service Provider**"), located at _____. City and Professional Service Provider are at times collectively referred to hereinafter as the "Parties."

RECITALS

Whereas, the City issued Request for Proposal #1009 (**Solicitation**) for professional services entitled Network Infrastructure Upgrade – Phase 1 ("**Project**");

Whereas, the Professional Service Provider submitted an offer (**Offer**) in response to the Solicitation and the Professional Service Provider represents that it is ready, willing and able to perform the services specified in the project;

Whereas, the Offer was found to meet the City's requirements as specified in the solicitation;

Whereas, the City awarded the Professional Service Provider the Project, inclusive of services supporting the RFP solicitation in a total amount not to exceed \$_____.

Now therefore, in consideration of the foregoing and for the mutual promises hereinafter set forth and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows to the following terms and conditions:

Article 1: Contract Documents

- A. Incorporated Documents.** The Contract documents consist of this Agreement and the following attached exhibits. These attachments along with this Agreement represent the entire integrated Contract between the parties and supersede any and all prior negotiations, representations or agreements, written or oral.
- The City's Purchase Order document, to be generated as the Work May Proceed document upon contract execution, is incorporated as the first page of this Contract and said Purchase Order Number will become the identification number for this contract and thus must be referenced on all related documents, inclusive of invoices.
 - The City's solicitation and all related documents is attached as **Exhibit A**
 - The Professional Service Provider's offer and all related documents is attached as **Exhibit B**
 - Insurance Coverage for Professional Service Provider is attached as **Exhibit C**
- B. Controlling Document.** In the event of a conflict between this Agreement and any attachment or exhibit, the provisions of this Agreement shall control.

Article 2: Services Contracted

- A. Scope of Services.** Professional Service Provider shall provide awarded Services in accordance with the Project Requirements stated within the City's Solicitation [**Exhibit A**], and the Offer submitted by the Professional Service Provider [**Exhibit B**].
- Truthful and Accurate.** Professional Service Provider represents that such material and information furnished in connection with the Solicitation and this Contract is truthful and accurate.
 - Necessary Documentation.** Professional Service Provider acknowledges that it has furnished exhibits, as listed previously, and will continue to furnish requested and necessary documentation, including but not limited to certifications, affidavits, reports and other information.

c. **Ownership of Project Documents.** To the extent created for delivery to the City, all drawings, specifications, reports, and any other project documents prepared by the Professional Services Provider in connection with any or all of the project services shall be delivered to the City for the expressed use of the City upon the Professional Services Provider's receipt of compensation for all services rendered to date. The Professional Services Provider does have the right to retain original documents, but shall cause to be delivered to the City such quality or documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified within this negotiated Contract. The Professional Services Provider agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Professional Services Provider pursuant to the Contract will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the City upon request.

B. **Status of Independent Professional Service Provider.** Both City and Professional Service Provider agree that Professional Service Provider will act as an Independent Professional Service Provider in the performance of the Project. Accordingly, the Independent Professional Service Provider shall be responsible for payment of all taxes including federal, state, and local taxes arising out of the Professional Service Provider's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Professional Service Provider further acknowledges under the terms of this Contract, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Professional Service Provider is not in any way authorized to make any contract, agreement or promise on behalf of the City, or to create any implied obligation on behalf of City, and Professional Service Provider specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Professional Service Provider, except those specifically identified in this Contract. City shall not have the authority to control the method or manner by which Professional Service Provider complies with the terms of this Contract.

Article 3: Term

A. **Term.** This Contract becomes effective upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider and terminates upon completion of Project as defined in writing by the City. Alteration in termination may occur prior to completion of Project in accordance with the following conditions.

B. **Termination of Contract.** The City has the right to terminate this Contract, in whole or in part at any time. Written notice of termination is to be served by the City to the Professional Service Provider's principal or Professional Service Provider's agent personally or by certified or registered mail, return receipt requested. In the event of termination, the City shall pay the Professional Service Provider for services performed in accordance with the terms of the Contract as of the effective date of termination based upon a pro-rata amount of services performed as determined mutually by the City and Professional Services Provider. The effective date of termination releases the City and Professional Services Provider from any obligations under this Contract. Professional Service Provider shall deliver to the City any finished and unfinished documents, drawings, studies and reports related to the Project upon the Professional Services Provider's receipt of compensation for all services provided up to the date of termination. All such documents, studies and reports shall become the property of the City. The City may terminate this Contract, or any portion of it, as is reasonably necessary in accordance with the following conditions:

a. **Substitution of Key Personnel.** Should any of the key personnel identified in the offer become unavailable to work on the project; and should no temporary replacement personnel be provided within

24 hours following the commencement of the subject key personnel's unavailability; and/or should no permanent substitute personnel reasonably satisfactory after consultation with the Professional Services Provider to identify different personnel to effectively provide the engaged services to the City be provided within thirty (30) days of key personnel's unavailability; the City may, at its election, declare breach of contract and terminate the contract for non-performance.

- b. **Non-performance.** Non-adherence to the terms of this Contract and its incorporated documents on the part of the Professional Service Provider is grounds for termination of the Contract. The City will notify the Professional Service Provider in writing with a 24 hour notice specifying the effective date of termination. In the event of termination due to non-performance on the part of the Professional Service Provider, the City has the authority to contract with an alternate Professional Service Provider to complete this Contract. The Professional Service Provider shall be liable to the City for all incidental and consequential expenses incurred in procuring and securing an alternate Professional Service Provider, including any loss due to alternate Professional Service Provider compensation. The City may deduct expenses and loss, due to breach, from payment to the Professional Service Provider for services already performed. Failure to deduct expenses and losses from the City's payment to the Professional Service Provider does not relieve the Professional Service Provider from the Terms of this condition nor bar the City from seeking alternative legal remedies.
 - c. **Unappropriated Funds.** If sufficient funds have not been appropriated to cover the estimated requirement of this Contract, the City may terminate this Contract. The City may terminate for unappropriated funds by serving the Professional Service Provider with a fourteen (14) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for unappropriated funds after performance by the Professional Service Provider has commenced, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for unappropriated funds constitutes full satisfaction for services rendered.
 - d. **Convenience.** Termination for convenience does not necessitate a reason. The city may terminate for convenience by serving the Professional Service Provider with a seven (7) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for convenience, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for convenience constitutes full satisfaction for services rendered.
 - e. **Force Majeure.** A party shall not be held liable for failure of or delay in performing its obligations under this Contract if failure of delay is a result of an event of outside force, including a natural disaster, "Act of God", act of war, act of terrorism, government sanction or strike that could not be foreseen or avoided by prudence. Once performance is delayed by this event of outside force, the non-performing party must make every reasonable attempt to minimize delay. Once performance has been delayed one-hundred and twenty (120) days, performance is considered impracticable due to impossibility, and either party may terminate this Contract.
- C. Timing.** Consultant must provide their specific Services and Deliverables within the time limits as will be defined in the mutually agreed upon Work Breakdown Structure (WBS) document, provided that City personnel timely provide information and other assistance as necessary. Further, Consultant acknowledges that TIME IS OF THE

ESSENCE and that the failure of Consultant to comply with the time limits may result in economic or other losses to the City. Notwithstanding the foregoing, the City acknowledges that delays caused by the City, due to non-payment, lack of access to necessary information and/or personnel, or other reasons, may hinder Consultant's ability to meet the time limits defined in the WBS document, and Consultant shall not be liable for any losses that result from such delays.

Neither Consultant nor its agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

Article 4: Compensation

- A. **Price.** The City shall pay the Professional Services Provider for Services in accordance with the amounts set forth in the Offer. [Exhibit B] The maximum price stated on page 1 may not be increased unless the City's Project Manager is provided with supporting documentation to warrant a change, and if upon review and acceptance, a written change order is approved.
- B. **Invoicing.** Professional Service Provider shall submit an itemized invoice with all supporting documentation as required by the City. Supporting documentation may include, but is not limited to: a supporting schedule of hours worked making explicit the percentage of completion of services as of the date of the invoice; receipts for travel, postage, duplication, subcontracted services; supplier's invoices to justify material mark-up; certified payroll; waivers of lien; and supplier's invoices to justify material mark-up.
- C. **Invoice Submittals.** All invoices must be submitted directly to AccountsPayable@stcharlesil.gov. Invoices submitted in any other manner will result in a delay of payment to the Professional Service Provider.
- D. **Payment.** The City shall make all payments in accordance with the Illinois Local Government Prompt payment Act or Professional Service Provider's invoice, whichever is more favorable to the City.
 - a. **Schedule of Payment.** The City shall make all payments on the basis of approved invoices and supporting documents. The City shall use its best efforts to make payments within thirty (30) days after review and approval of the invoice. Each payment requires City Council's approval of the Expenditure Approval List which occurs at publicly scheduled meetings.
 - b. **Non-Payment.** All invoices must be submitted to the City within two (2) months of the Professional Service Provider's final performance on this Contract. The City shall not pay any invoices submitted in excess of two (2) months from the date of last service performed per this Contract.

Article 5: Duties

- A. **Consent and Approvals.** The City and the Professional Service Provider represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Contract and its contemplated undertakings.
- B. **Insurance.** The Professional Service Provider shall, during the entire term of this Contract, maintain, at a minimum, the insurance minimums as specified in the Solicitation and under the terms stipulated In **Exhibit C**.
- C. **Standard of Performance.** Professional Service Provider warrants that the service provided, under the fully incorporated Contract, by the Professional Service Provider and any and all employees, agents, Professional Service Providers, or subcontractors is performed by individuals who are authorized under all applicable licenses and certifications, and who have completed the requisite training as required by industry standards, professional standards, manufacturers' requirements, and statute. Performance by these parties shall be with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable industry standards. The Professional Service Provider and its employees, agents, Professional Service Providers, or subcontractors shall perform in strict compliance with the laws and regulations of the City, State, and federal government.

- D. Best Efforts.** The Professional Service Provider shall use its best efforts to assure timely and satisfactory rendering and completion of services under this Contract. The Professional Service Provider shall remain solely responsible for the professional and technical accuracy of all services and deliverables furnished, whether such service is rendered by the Professional Service Provider or others on its behalf including, and without limitation, subcontractors, employees, agents, manufacturers, suppliers, fabricators, and consultants. The Professional Service Provider is not to be relieved from its duty to use best efforts, pursuant to the Contract, by the City's review, approval, acceptance, or payment for any of the agreed to services. Any change to the character, form quality or extent of the Project shall be in writing on a City Change Order form [Exhibit D], and attached as an addendum to this Contract.
- E. Non-disclosure.** The Professional Service Provider, its employees, agents, consultants, or subcontractors may have access to the City's confidential information during performance of this Contract. Confidential information includes, but is not limited to, methods, processes, formulas, compositions, systems, techniques, computer programs, databases, research projects, resident identification and contact information, financial data, and other data. The Professional Service Provider shall not directly or indirectly use, disclose or disseminate confidential information to any third party for any purpose other than a purpose explicitly allowed for in this Contract and its integrated documents.
- F. No Duty.** The Professional Service Provider shall not imply any authority to act as an agent of the City. The Professional Service Provider's duties to the City are limited by express authorization under this Contract and by statute.
- G. Hold Harmless and Indemnification.**
- a. **Patents and Copyrights.** Professional Service Provider warrants that all products used or provided in the fulfillment of this Contract will not infringe on any United States or foreign patent. Professional Service Provider shall indemnify the City against any and all judgments, decrees, legal fees, costs and expenses resulting from such alleged infringement. Professional Service Provider will, upon request of the City and at the Professional Service Provider's own expense, defend any suit or action which may be brought against the City by reason of any alleged infringement of any patent or copyright in the sale or use of products provided to the City by the Professional Service Provider.
 - b. **Loss and Liability.** The Professional Service Provider shall hereby defend and indemnify the City, its directors, agents, officers, employees, and elected officials from and against any and all liabilities, losses, claims, demands, damages, costs, fines, penalties, expenses, judgments, and settlements, including, but not limited to, reasonable attorneys' fees and costs of litigation, and any and all causes of action of any kind or character, that may be incurred to the extent caused by the Professional Services Provider's negligence or willful misconduct resulting in bodily injury, sickness, death, or property damage or to the extent caused by the negligence or willful misconduct connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of any agent, employee, subcontractor, Professional Service Provider, or contractor hired to provide any goods or perform any services on behalf of the Professional Service Provider. City understands that any indemnity obligation assumed by the Professional Services Provider is conditioned on the Professional Service Provider's fault and proportional to any such fault.

Article 6: Policies

- A. Illinois Freedom of Information Act.** The Professional Service Provider acknowledges the requirements of the Illinois Freedom of Information Act (FOIA). Professional Service Provider agrees to comply with all requests made by the City for public records (as defined in FOIA § 2(c)) in the undersigned's possession and/or their subcontractors/suppliers possession.

- a. **Timeliness.** The Professional Service Provider shall provide the requested public records to the City within two (2) business days of the City's request.
- b. **Free of Charge.** The Professional Service Provider agrees not to apply any costs or charge any fees to the City for the procurement of the requested records pursuant to a FOIA request.
- c. **Hold Harmless.** Should the Professional Service Provider deny the City's request unlawfully or request that the City utilize a lawful exemption available under FOIA, Professional Service Provider agrees to pay any and all costs connected with the defense of the Professional Service Provider's denial. All costs include reasonable attorney and witness fees, filing fees and other expenses related to the defense of a complaint. The Professional Service Provider agrees to indemnify the City against any and all claims, costs, penalties, losses and injuries arising out of or relating to its failure to provide the requested public records to the City under this Contract.

B. Discrimination Prohibited.

- a. **Equal Employment Opportunity.** Professional Service Provider shall comply with all rules and regulations pertaining to public contracts adopted by the State and the City. The City is an equal opportunity employer.
- b. **ADA.** Professional Service Provider shall be in compliance with current applicable regulations of the Americans with Disabilities Act.

Article 7: Changes to Contract

- A. Changes and Alterations.** Any changes or alterations to this Project affecting, inclusive of but not limited to: scope, cost, terms, milestones, deadlines or other significant factors shall be integrated in writing on a City of St. Charles Change Order form.
- B. Extension or Renewal of Contract.** The City at its option may extend this Contract for an additional to be determined term if the Professional Service Provider either reduces his price, or holds firm to the proposal prices, conditions and specifications.
- C. Assignment.** Professional Service Provider shall not assign, transfer, or subcontract this Contract, in whole or in part, without prior written consent of the City.
- D. Notification.** All notification under this Contract shall be made as follows:

- | | |
|--|---|
| <ul style="list-style-type: none"> a. If to the City
 City of St. Charles
 Attn: Procurement Division Manager
 2 East Main Street
 St. Charles, IL 60174
 Fax: 630.377.4487
 Email: Procurement@stcharlesil.gov
 Phone: 630.762.6936 | <p>If to the Professional Service Provider</p> |
| <ul style="list-style-type: none"> b. With electronic copies to
 Procurement Division Manager: Procurement@stcharlesil.gov
 Project Manager: Steve Weishaar; Network Manager | |

Article 8: Applicability

- A. Other Entity Use.** The Professional Service Provider may, upon mutual agreement with any municipality or governmental unit, permit that unit to participate in this Contract for substantially similar consulting services under the same or more favorable price, terms and conditions.

- B. Waiver.** Any failure of either the City or the Professional Service Provider to strictly enforce any terms, right, or condition of this Contract, whether implied or expressed, shall not be construed as a waiver of such term right or condition.
- C. Severability.** If any provision of this Professional Service Provider is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this Contract, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.
- D. Governing Jurisdiction.** The parties agree that any disputes, disagreements, or litigation arising from this Contract, between or amongst them, will be heard and resolved exclusively in the courts of the 16th Judicial Circuit, Kane County, Illinois.
- E. Governing Law.** The parties agree that the laws of the State of Illinois govern this Contract.

In Witness Whereof, the parties have entered into this Contract upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider.

For: City of St. Charles

By: _____
Larry Gunderson; Director of Information Systems

ATTEST _____

DATE _____

Joan M. Schouten; Procurement Division Manager

For: Professional Service Provider

If an Individual

By: _____
Signature

Title

If a Partnership

By: _____
Signature

Title

By: _____
Partner

If a Corporation

By: _____
Signature of person authorized to sign

Title

ATTEST _____

If a Joint Venture

By: _____
Signature

Title

By: _____
Signature

Title

DATE _____