

REQUEST FOR PROPOSAL (RFP)

For the Acquisition of

Recreation Management Software (RMS)

RFP #



Release Date: December 12, 2014

Due Date: January 23, 2015 at 5:00 pm CST

**City of Elgin
150 Dexter Court
Elgin, IL 60120**

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- A. City of Elgin Agreement (sample only)**
- B. Sexual Harassment Policies and Programs (must be completed and included in the response)**
- C. Certification Requirement (must be completed and included in the response)**
- D. Equal Employment Written Commitment (must be completed and included in the response)**
- E. Tax/Collusion/Debarment/Prevailing Wage/Legal Status of Employee Affidavit (must be completed, notarized, and included in the response)**

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Section 1 – Goal

The City of Elgin is currently soliciting proposals for Recreation Management Software solution (RMS) with real-time Internet Registration, to support the processes managed by the Parks and Recreation department, including, but not limited to, the daily management of operational tasks, such as program registrations, facility reservations, memberships, league scheduling, point of sale, admissions, payment processing, and customized reporting. The purpose of this proposal is to obtain competitive pricing for a comprehensive, hosted Recreation Management Software Solution (RMSS) that can meet the current requirements of Elgin Parks & Recreation and is capable of expansion to meet future needs.

The city seeks to implement a RMS that will enable the Recreation staff to serve customers with greater efficiency and to enhance internal operations. The solution shall provide for easy management, allow for future growth, and deploy easily to functional areas of Parks & Recreation. The Department is committed to taking significant steps to automate as many processes as possible and is interested in functionality that will automate basic, common services:

Online Activity Registration (Required) – A hosted registration program and payment solution is desirable to increase customer service by allowing users to access and pay for recreation services and programs from their home computers and mobile devices. Ease of use is imperative.

Onsite Activity Registrations (Required)

Facility Reservations (Required)

Membership (Required)

League Scheduling (Optional)

Point of Sale (Required)

Payment Processing (Required)

Standard Reports in different formats (Required)

Accrual Based Accounting (Required)

Scholarship Program (Required)

Rewards Program (Desired)

Smart Phone/Social Media Integration (Desired)

Section 2 - Instructions to Vendors

The City of Elgin requests proposals for a Recreation Management Software (RMS) Solution. This proposal process and award of the contract are made in conformance with Elgin Municipal Code. The City of Elgin reserves the right to reject any or all proposals, or any part thereof, or to accept any proposal or any part thereof, or to waive informalities in any proposal, if deemed to be in the best interest of the City.

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Prior to proposal opening, a Vendor may correct, modify or withdraw its proposal by making the request in writing prior to the time and date for the proposal opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction to the original proposal submitted, and identifying the proposal by name, number and opening date.

Proposal awards made by the City Council of the City of Elgin may be corrected or amended in the sole discretion of the City Council prior to the City's execution and delivery of a signed agreement to a Vendor.

Proposals must be signed by an authorized official of the Vendor's organization, and the name of the official and title typed below the signature. Proposals must be sealed in an envelope clearly marked with proposal name and due date written thereon. Faxed proposals will not be accepted. **No proposal may be withdrawn after the scheduled closing time for receipt of proposals.** Award shall be made within the scheduled time frame unless award date is extended.

Purchases made by the City of Elgin are exempt from the payment of federal excise tax and State of Illinois sales tax and any such taxes must not be included in the proposal prices. Unless otherwise indicated, deliveries are FOB destination Elgin, Illinois.

In the case of a conflict between unit price and extended price, unit price shall take precedence. If goods are not delivered or services are not performed within the time frame specified in the Request for Proposal the City of Elgin reserves the right to cancel the order or any part thereof. The same applies when the City of Elgin finds that an unreasonable time frame has been spent where no time frame was stated.

Proposals will be considered on goods complying substantially with specifications, provided each deviation or alternative is identified and specifically listed in an attachment to the proposal. The City of Elgin reserves the right to determine whether such deviations or alternatives are acceptable. Brand names that may be mentioned in specifications as used only as a reference to the type and quality of goods desired, unless otherwise indicated.

The selected Vendor(s) must comply with all laws, rules and regulations pertaining to public contracts as adopted by the State of Illinois and the City of Elgin, including but not limited to the payment of prevailing wages.

Proposals must contain:

1. Sexual Harassment Policies and Programs
2. Certification Requirement
3. Equal Employment Written Commitment
4. Tax/Collusion/Debarment/Prevailing Wage/Legal Status of Employee Affidavit
5. Feedback on the standard City of Elgin Agreement if the vendor takes exception to any language. If awarded a contract, a fully executed copy will be sent to you.
6. Any other information or materials required in the specifications.

All bid announcements can be found on the City of Elgin Home Page at www.cityofelgin.org

Section 3 - Background

About the Parks & Recreation Department

The Parks & Recreation Department has identified a need to replace their existing software. The department has been using the current software for approximately nine years. The software includes program registration, membership with pass validation, point of sale, online registration, facility reservation, subsidy management, rewards program, and accounting.

The Parks & Recreation Department has two main locations, The Centre of Elgin and the Eastside Recreation Center, where customers may register for programs, rent facilities, purchase memberships, pay drop-in fees, or buy concession items. The Sports Complex is in operation for 9 months out of the year with concessions in two areas. For three months in the summer, there are concessions sold at two outdoor pools, along with daily fees and facility check-in. The average number of classes scheduled per year is 2,200 with approximately 16,000 registrations. There is an average of 3,700 memberships sold per year. The average number of reservations per year is 4000. Currently there are approximately 100 users, including seasonal users, with Active Network, Inc. CLASS Recreation Software installed on 60 computers. Revenue is approximately \$4.3 million.

About the City of Elgin

The City of Elgin, IL is located 35 miles northwest of Chicago and is home to over 110,000 people. We are proud of our diversity and culture. With our close proximity to Chicago and our own amenities, Elgin provides a unique choice for residents interested in city or suburban living. Elgin is one of the fastest-growing communities in Illinois. Through our growth, we have maintained our independence and identity, achieving status as an award-winning All American City. Elgin offers exceptional opportunities that include cultural arts, entertainment and recreation that are unmatched by surrounding suburbs. The strong base of arts organizations and individual artists that we have in Elgin distinguishes us from our neighbors; Elgin is fast becoming a destination for the arts. We know that this awe inspiring aspect of our community will continue to grow, attracting more and more professionals and admirers. In addition to the arts, more than 1,600 acres of well-equipped parks are designed to satisfy individual and family recreational desires. There are also 4,000 acres of Kane and Cook county forest preserves that offer canoeing, fishing, and equestrian trails. Residents have immediate access to the Fox River Trail and the Illinois Prairie Path, numerous golf courses, wintertime skiing and ice skating, swimming and boating and a wondrous array of sports and other recreational activities and events.

Commitment to quality and value

The City of Elgin has a strong commitment to providing excellent service at the best value to taxpayers. Like cities throughout the nation coping with current economic conditions, Elgin is operating with fewer resources and increased community expectations for value, accountability and transparency. As a result, it is more important than ever that Elgin ensures taxpayers are receiving the most efficient and cost-effective delivery of high quality city services.

ADMINISTRATION:

The City of Elgin Parks and Recreation Department has an administrative staff of 22, consisting of the Director and Superintendent, who would be most involved with the Reporting aspects; Program Directors,

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who will utilize the Activity Registration and Facility Reservation functions; a Membership Coordinator, using the Membership features, Administrative office personnel, mainly using the facility reservation, reporting, and brochure export functions; and a Software Specialist who will act as the project manager, trainer, and in-house support.

RECREATION SERVICES:

The part-time recreation staff numbers vary depending on the season. Our numbers greatly increase during the summer with the operation of two outdoor aquatic centers and a Sports Complex concession operation. The recreation staff will be using all aspects of the software, except for the back office administration.

FINANCE DEPARTMENT:

Our Finance department will access the software to run accounting and auditing reports.

TECHNOLOGY ENVIRONMENT

There are approximately 60 networked HP PC clients connected to HP servers within the Parks and Recreation Department. The desktop PC's are Pentium's, each with local drives running Windows 7 with Internet Explorer browser, Microsoft Exchange and Microsoft Office application suite. The network topology is 10/100/1000MB Ethernet to the desktop with a 10GB server backbone.

Microsoft Windows/Active Directory is the primary network OS for file, print and authentication services with Microsoft and UNIX servers used for application services. Several HP servers are designated as application servers running Windows 2003/2008 OS and MS SQL 2005 databases for general City applications, including ESRI's GIS, Sungard Naviline Suite. All of the above mentioned servers reside at the Elgin City Hall.

The City has an integrated enterprise backup and restore tape library system made by Exabyte, Inc. It utilizes Symantec Backup Exec backup software, an internal server and an Exabyte tape library and online storage area network (SAN). All servers Citywide are backed up to this device.

The City's wide area network (WAN) consists of 28 sites connected via private fiber optic network. TCP/IP is the primary protocol. Wireless access is available at all City sites providing secured local network access and open Internet access.

Internet Access and Security

Primary Internet access is provided through Northern Illinois University NIUNet with secondary service from ComCast. The NIUNet connection is 100MB with 50MB ComCast service as a backup. Internet service is connected to redundant Palo Alto Networks PA-500 firewalls in the Elgin City Hall. More specifics to the computing environment relative to this project are as follows:

Network Infrastructure

- TCP/IP
- Ethernet 10/100/1000Mb
- Palo Alto PA-500 firewalls
- Extreme Networks routers for wide area communication
- Extreme Networks 10/100/1000Mb switches to desktop
- 10 Gigabit switches at some large sites for server connections

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Network Servers

- HP Intel Servers (qty < 20)
- Multiple sets of failover ESX 5.1 VMware servers providing approximately 30 VM servers
- Microsoft 2008 R2 servers with Active Directory
- Microsoft domain controller and file and print at several sites
- IBM iSeries AS400
- 1 production, 1 test/DR
- Dell EqualLogic SAN 30 TB storage capacity

Databases

- DB2 on IBM AS400
- MS SQL 2005/SQL 2008 on Windows 2008

Collaboration

- Outlook, SharePoint, Live Meeting and IM

Desktop PC's (5 year replacement cycle)

- HP Small Form Factor Computer
- 600+ Windows 7 OS
- Standard application include:
 - a. MS Office 2010
 - b. Kaspersky anti-virus

Enterprise Backup and Restore

- Exabyte tape library with Symantec Backup Exec software
- LTO-4 tape drive
- 7 tape slots each tape will hold 800 GB
- Total tape capacity is unlimited
- Online backup SAN storage 10 TB

IT Staff

- 3 application specialists
- 1 Network administrator
- 1 Network manager
- 2 Help desk support
- 1 GIS specialist
- 1 Database administrator
- 1 IT Director

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Section 4 - Legal and Contractual Guidelines

The City of Elgin, Illinois (the City), invites qualified Vendors (Vendor) to submit responses to its Request for Proposal (RFP) to furnish Recreation Management Software (RMS). Proposals are to include pricing for all material, equipment, and labor to satisfy the RFP requirements. This RFP is part of a procurement process that helps us serve the City's best interests. It provides a formal and unrestrictive opportunity for the City to consider the services of responding Vendors. The process being used in this case should not be confused with the process of competitive sealed bidding. The latter process is usually used where the goods and services being procured can be precisely described and price is generally the determining factor. With a Request for Proposal and Competitive Negotiation, price is not required to be the determining factor, although it may be, and the City has the flexibility to negotiate with one or more Vendors to arrive at a mutually beneficial relationship. All questions about this process or the requirements must be in writing and forwarded to Nona Castro, the Recreation Software Specialist, via e-mail to castro_n@cityofelgin.org.

The City is not responsible for any cost a Vendor incurs in responding to this RFP or during participation in the negotiation process.

The scope of services section will describe the subject area for which the City of Elgin is seeking a solution. The section will describe the required tasks, and set out basic requirements, which must be met as stated for the proposal to be considered. Vendors are free to propose any solution that meets the stated requirements.

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

- This RFP is a request to purchase or otherwise acquire rights to use software and professional services required to implement/train new users on the software. As such, proposals without an implementation mechanism will not be considered. The City reserves the right to reject the successful firm's selection of subcontractors.
- Elgin 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, Elgin reserves the right to delete or add functionality (i.e., modules and components) until the final contract signing.
- All third-party solutions proposed as part of this package are subject to the same guidelines of this RFP, unless otherwise stated.
- Pricing must be submitted on a "not-to-exceed" basis. If there is a "residual" amount at the end of the project (the difference between total implementation contract amount and actual total costs), Elgin will retain the difference. In contrast, if the cost ceiling is exceeded, the vendor is to finish the work at no additional compensation unless Elgin does not meet specific assumptions outlined in the proposal. Elgin reserves the right to ask proposers to resubmit proposal pricing. All firms submitting proposals are encouraged to submit the most competitive proposal possible as the failure to do so may lead to elimination prior to software demonstrations.

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- This RFP, its general provisions, and the agreement identified in the appendix shall be incorporated in any agreement resulting from this solicitation. This is only a sample agreement, and the actual terms may differ.
- Elgin reserves the right to reject any or all proposals and to waive technicalities and informalities when such waiver is determined by Elgin to be in its best interest.
- 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.

Revisions to the RFP

Elgin reserves the right to revise the RFP prior to the date that proposals are due. Elgin reserves the right to extend the date by which the proposals are due. This RFP does not commit Elgin 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 Elgin and public records, and as such, may be subject to public review.

Elgin reserves the right to cancel, in part or in its entirety, this RFP. If Elgin cancels or revises this RFP, all proposers will be notified via the City's procurement website. In addition, Elgin reserves the right to request additional information and/or clarifications from any or all proposers to this RFP.

If it becomes evident that this RFP must be amended, the City of Elgin will issue a formal written amendment to all vendors who received the RFP.

Exceptions to the RFP

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 exception, the ramifications of the exception for Elgin, and the description of the advantages or disadvantages to Elgin as a result of the exception. Elgin, at its sole discretion, may reject any exceptions or specifications within the proposal.

Proposal Compliance

Failure to comply with the requirements of this RFP may result in disqualification. Proposals received subsequent to the time and date specified above will not be considered. Please note the following are part of the submittal process:

- Signature on the proposal by the proposer constitutes acceptance by the proposer of terms, conditions, and requirements set forth herein.
- Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of Elgin.

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- Elgin 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 proposer is providing a guarantee to Elgin that, if chosen, it will be able to provide the proposed products and services during the period of time discussed in the RFP.

Proposals must be received prior to the date and time specified in this RFP. Proposals or unsolicited amendments to proposals received by the City after the acceptance date will not be considered.

Partnering

- A firm that is acting as prime contractor may also submit up to one response as a subcontractor.
- A firm may be listed as a subcontractor on more than one response.
- The response must clearly indicate the name of the prime contractor and all proposed subcontractors.
- The City reserves the right to reject the successful firm's selection of subcontractors. At any time during the procurement process the City of Elgin reserves the right to select a subcontractor different from the one(s) listed in the prime contractor's proposal response.
- If after a firm is elevated to an on-site presentation, a firm decides it cannot attend, the City of Elgin reserves the right to select the remaining firm(s) that scored the highest during the RFP evaluation process. In addition, if a firm decides not to present after being elevated, the City of Elgin reserves the right to select a firm to present if they can meet the exact specifications of the vendor's response who opted not to attend the on-site presentation
- Software firms could partner with professional services/system integration firms.

Submission of Proposals

Question	Response
Whom to submit	Daina DeNye
Where to submit	150 Dexter Court Elgin, IL 60120
Copy type	Nine (9) Hard Copies Two (2) CD/Digital Copies
Separate Proposals	Separate price and technical responses should be submitted. Each proposal should be submitted in a sealed package. The face of the package shall indicate the RFP number and the title of the proposal. The pricing content must be excluded from the technical content on both the hard copy and the digital copy.

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Retention of Proposals

All proposals submitted become the property of the City of Elgin and therefore will be in the public domain upon completion of the RFP and vendor selection process. The City of Elgin will maintain one copy of each response submitted for a period of three years.

Inquiries

All addendum and vendor communication will be via the City's website at www.cityofelgin.org/bids which is hosted by the City's procurement department.

Assignment

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

Timeline for Proposal Selection

Date	Action
December 12, 2014	Distribute RMS RFP to vendors
January 17, 2015 at 5:00pm CST	Last date to submit vendor questions
January 23, 2015 at 5:00pm CST	RFP responses due
February 6, 2015	Notify vendors that have been elevated to present to Elgin
March 6, 2015	Vendors on-site presentations to Elgin staff completed
March 20, 2012	Notify top two vendors of elevation to negotiations phase
April 17, 2015	Select winning vendor and initiate final negotiations
May 31, 2015	Contract approved by City Council

Please note: The City of Elgin reserves the right to change the dates as needed.

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Contact Prohibition Clause

During the entire course of this procurement, all vendor contact with Elgin should be exclusively with Nona Castro, Recreation Software Specialist. Vendors are prohibited from speaking to any other Elgin employees, or elected official. Vendors will have the opportunity to email questions to Nona Castro prior proposal due date. If a vendor attempts to initiate contact with an employee or consultant other than Nona Castro that may constitute grounds for disqualification from this procurement.

Scope Changes, Additions and Deletions

All changes in proposal documents shall be through written addendum. Verbal information obtained will NOT be considered in the award process.

Proprietary Information

Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to this RFP will be handled in accordance with applicable City Procurement Regulations. If your proposal contains proprietary information, products or services, please identify them in your response.

Response Materials Ownership

All materials submitted regarding this RFP become the property of the City. Responses may be reviewed by any person after final selection has been made. The City has the right to use any or all system ideas presented in reply to this request, subject to the limitations outlined in proprietary information above. Disqualification of a proposer does not eliminate this right.

Site Visits

As part of the evaluation process, the City of Elgin may request visits to other municipalities and/or Parks and Recreation Agencies that currently use the proposed RMS. Customer sites must be within the United States, preferably in the Midwest. Please provide a list of agencies with contact information.

Section 5 - RFP Evaluation Criteria

The following selection criteria will be used to evaluate the vendor responses to the RFP.

- Completeness and quality of the proposal and adherence to the specifications as detailed in this RFP (0 – 30 points)
- Ability to meet the technical and functional requirements specified in the RFP – Attachment 1 (0 – 20 points)
- The implementation consultant’s ability and experience in providing setup and training (0 – 20 points)
- Demonstrated experience and ability to implement a cloud-based hosted solution, with a preference in small-mid sized cities. (0 – 15 points)
- The feasibility, timeliness, and quality of the implementation schedule. (0 – 15 points)

Section 6 - Scope and General Expectations

Proposals must include all the subsections listed below and must be indexed and numbered in the order outlined below. List your responses and/or any reference to attachments as indexed and numbered below. To assist in the evaluation of the responses, please utilize the section titles listed below. Additional relevant information may be inserted into the Supporting Documentation sub section.

Sub-Section	Name	Description
1.0	Transmittal Letter	Provide a brief summary of the vendor's response, signed by an employee who can contractually bind the vendor. This should not exceed two pages.
2.0	Vendor Information	Provide a brief company overview utilizing the form provided in the RFP.
3.0	Financial Statements	Provide a copy of the two most recent annual audited financial statements, including separate statements for proposed partners/subcontractors.
4.0	Client References	Provide detail on vendor's references, including a separate listing for each partner/subcontractor included in the response. Each reference should not exceed one page.
5.0	Scope of Services	Provide a detailed response to the RMS requirements and a proposed implementation and support plan, including an overview of the project team members.
6.0	Supporting Documentation	Please include any relevant supporting documentation up to a maximum of 10 pages. If the supporting documentation exceeds 10 pages, the City reserves the right not to review the materials.

1.0 Transmittal Letter

An overall introduction to the proposal is required, including a statement of the vendor's understanding of the needs of Elgin in an executive summary format. The letter must be signed by an individual authorized to bind the vendor, and must contain a statement that the proposals are binding for a period of **160 days**. It should include the name, title, address, and telephone number of individuals with authority to negotiate and contractually bind the company. The letter may also briefly set forth any particular information the vendor wishes to bring to the City's attention, and if any information contained in the response should be considered proprietary.

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2.0 Vendor Information

Complete a copy of the vendor information section for each different vendor in this proposal (including all subcontractors).

Item	Response	
Vendor Name		
Proposed Role (i.e., Prime, Subcontractor)		
Legal Status of Business (partnership, Corporation, etc.)		
Is your firm in negotiations that could impact its current status (e.g., is planning to be sold)		
Local Address (if applicable)		
Corporate Headquarters Address		
Website Address		
Number of Employees		
Number of Locations		
Length of Time in Business		
Length of time serving municipal/government organizations		
Number of years providing RMS solutions		
Number of similar projects currently being performed by the vendor		
Relevant industry awards received in the last three years		
Dun & Bradstreet Number		
Contact Representative		
Name	Title	Telephone and Email

The vendor should also include details of any pending litigation or liquidating damages that have occurred within the past five years for any firms on the project team. In addition, please describe if your firm is involved in any legal or company acquisition proceedings that may affect your ability to continue under the current firm name for the duration of the project.

The prime vendor should also include a description of the RMS relevant products and services that are on your firm's road map to be delivered in the next 12-24 months. The city of Elgin may be interested in partnering as a beta site. Please describe the approach used to beta test software.

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3.0 Financial Statements

For each firm involved on the team, please provide financial statements for the last two fiscal years. If the firm is a publicly traded firm, please include this data from the firm's annual report and related SEC

filings. If a firm is privately held, please provide, at a minimum, the following information for the previous two fiscal years. Please indicate if the data is audited by an external CPA firm.

- Annual revenues
- Number of new projects started within the previous twelve (12) months
- Number of completed projects within the previous five (5) years
- Number of employees
- Average revenue per project

The financial data presented should demonstrate that the vendor is not at substantial risk of failing to deliver what they intend to deliver over the short, mid, and/or long-term due to their financial situation.

4.0 Client References

Please provide a minimum of 3 (three), and a maximum of 5 (five), references for each company included in your response. If you have previously partnered with a firm, that reference will be counted for each of the firms involved. Only include those references that most closely represent the type of software installation or services being proposed herein. References that are similar in size, scope, and complexity to Elgin are preferred. The reference sites need to offer City of Elgin an opportunity to visit their location for reference validation purposes should the vendor get elevated in the proposal process. Each reference should not exceed one page.

Please include the following information for each reference:

- Organization
- Contact Name
- Address
- Phone
- E-mail
- Implementation Date
- Description of the RMS Implementation
- Partners Utilized (if applicable)

In addition to the 3-5 references please provide a full client list. For this list simply provide a listing of firms that you have partnered with.

5.0 Scope of Services

At a high level, the vendor will be required to provide the following set of deliverables for the RMS project, and these items should be addressed in the RFP response.

- Recommended hardware, software, and architecture to support a RMS solution
- A detailed, phased implementation and deployment plan
- Development of future state business process/workflow designs
- Detailed design of software configuration
- A strategy to provide a complete range of system testing to verify performance
- System test scripts and error logs
- System acceptance testing
- A detailed training plan and training materials
- Success working with app developers
- A complete set of documentation including:
 - Project management materials
 - Status reports
 - Issues log
 - Risk mitigation assessment
- A detailed set of policies and procedures
- Software licensing plan, including costs and licensing options

5.1 Project Management

Elgin requires that the prime contractor take responsibility for providing extensive project management for the implementation of the RMS solution. The prime contractor is expected to guarantee the successful, timely completion of those aspects of the project over which it has control. Elgin intends to take responsibility for meeting its obligations as defined in an agreed upon Statement of Work (SOW) which will be finalized during the contract negotiations process.

Vendors must provide a project plan for achieving the objectives of the project including an explanation of the role of all partners, the role of Elgin staff (including time commitment), and an overall project timeline. A description of a recommended team structure (including an organizational team chart), listing key personnel functions, staffing profiles and responsibilities to cover the software and implementation, training, and support should also be included. The detailed plan must thoroughly discuss how the vendor will successfully implement the RMS requirements. Key components to include in the project plan shall include estimated timeframe, overview of deliverables, assumptions, and assumed vendor and City responsibilities.

Elgin will provide a full-time RMS project manager (PM).

Included in the implementation plan should be a listing of the Elgin personnel that will be required to support the implementation and how much of their time, on an FTE (Full Time Equivalent) basis will be required. Please use the following table to detail the requested information.

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Title of City Personnel	Brief Description of Project Responsibilities	Percentage of Time Dedicated to the Project

For each vendor team member included on the project team, please include biographies, utilizing a consistent format. At a minimum, the biographies should contain the following information:

- Name
- Company Name
- Title
- Years in current role
- Project title and role
- Previous public sector RMS experience
- Years of public sector RMS experience
- Previous experience with Elgin
- Educational background
- Relevant certifications

Please note that the City reserves the right to approve or reject any changes to the vendor's project personnel after the contract is awarded. The City also reserves the right to require personnel changes, with reasonable notice to the vendor, following contract award if the City determines that such changes are in the best interests of the project.

5.2 Vendor Project Manager Responsibilities

The vendor shall provide a qualified PM who will be responsible for overseeing all aspects of the services to be provided to implement the RMS solution, and who serves as the vendor's primary contact for management and administration of the project. The PM shall not be replaced by the vendor without prior written approval by the City and it may request the designation of other required staff by the vendor. The primary duties of the PM include, but are not limited to:

- Create and provide a project plan and a master project schedule with identified milestones. Key components include:
 - Hardware and software installation
 - Process and workflow analysis
 - System design and configuration
 - Required modifications and customizations
 - Required system integrations
 - Tasks
 - Roles and Responsibilities
 - Data Formats
 - Descriptions of Interfaces
 - Testing planning and execution
 - Training development and delivery
 - System acceptance
- Facilitate communication among project team members
- Make commitments and decisions on behalf of the vendor team

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- Implement changes to the project plan
- Manage project progress, including issues and potential schedule changes
- Attend and participate in progress review meetings
- Provide bi-weekly status reports

5.3 Proposed Application Software and Computing Environment

Written responses to the following questions must be provided in succinct narrative form (no more than two paragraphs per item):

- Please describe the level of modular integration that exists between proposed modules of the base software. Are modules fully integrated?
- Please describe the level of integration that exists between proposed third party products and the base software. For example, do the third-party applications share security definitions and similar menu structures?
- Please describe workflow tools included in the software.
- Please describe reporting tools that are proposed. Be sure to describe ad-hoc reporting capabilities.
- Please describe any integration to Apple IOS
- Please describe any integration to Microsoft Office Products.
- Please describe how the application is delivered: on-premise, hosted, or Software as a Service.

5.4 Responses to Requirements

This project requires that a commercial off-the-shelf (COTS) product that is currently implemented in other jurisdictions be utilized. In addition, this software should not require special customization of code other than built-in configuration options.

Responses to the requirements listed in Attachment-A RMS requirements must be provided in this section of the proposal. Proposers should use the format provided and add explanatory details as necessary in a separate spreadsheet using the requirement number as a reference. The following answer key must be used when responding to the requirements.

Response to Functional Requirements			
Y	Provided Fully Functional out of the box or with configuration (no custom development)	N	Not Included in this Proposal
E	Customization/Software Enhancement (Any custom development that will cost extra)	P	This requirement is scheduled for future release and will be incorporated at no additional charge.

**City of Elgin
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Additional Instructions

1. Requirements represent functionality that is currently needed as well as functionality that is expected or is likely to be required in the future. Elgin will evaluate the proposal as a whole including price/value comparisons when evaluating proposals.
2. All responses which are marked Y, E, or P must be included in the scope and cost of proposal. Furthermore, the module necessary to perform that functionality must be included in the scope and cost of this proposal.
3. For requirement responses of “E”, proposers must provide estimated costs and projected time to complete the customization.
4. For requirement responses, other than “N,” proposers must indicate the module or product that is required to meet the requirement.
5. If a module is required for only a few functional requirements and it is not cost-efficient to include in the proposal, the proposer should mark the requirement as “N” and indicate accordingly in the comment field that this module is available but not being included in the proposal.
6. If functionality is not available, but expected to be available in future versions of the software, the expected release date can be noted in the comments column.
7. Proposers must use only one code per requirement. All requirement responses must be submitted in the format presented in the attached spreadsheet. The requirements responses submitted will become attached to the software license and implementation services contract. Proposers are expected to warrant all positive responses (every response except (“N”)).

5.5 Software/System Documentation

The successful vendor will ensure that detailed system and user documentation is provided to City staff responsible for the operation and support of the system. The successful vendor shall provide two complete sets of technical manuals and user manuals to Elgin for administrator and end-user training. Additionally, the vendor shall provide one electronic copy (Microsoft Word) of the technical and user manual to Elgin. The City, at their expense, will have the right to make additional copies of the documents as needed. The successful vendor will also provide the City with complete system implementation documentation concerning installation, configuration, testing, interfaces, data conversion, and integration of the system.

The vendor shall provide, in a timely manner, system documents that describe all software in sufficient technical and functional detail, so that this information can be used by City personnel to maintain the system and solve identified problems. Any revisions to this document must be appropriately notated and jointly approved by the City and the vendor’s Project Manager.

5.6 Systems Integrations and Interface Development

Should the City choose to pursue additional system integrations and/or data conversions the successful vendor will be responsible for identifying, designing, coding, and implementing all system interface, data conversion, and integration solutions necessary for a successful project implementation. The proposal must provide a discussion regarding the successful vendor's approach to data conversion and interface development and for testing of both, as it relates to this project. The discussion should address the method of conversion, to include strategies for testing, verification, validation, contingencies, and security.

It is critically important to have a solution that is based on industry standards and best practices. This solution will ensure that future integrations may be created, preventing the software from becoming obsolete or unusable. Solutions should include using an industry standard database. Vendors should provide any experience with data conversion and integration with:

1. SunGard Naviline 9.1 (Financial Software)
2. ESRI ArcGIS 10.2
3. Vantage Points (GIS viewer)
4. Civic Plus (website)
5. WordPress (website)
6. Laserfiche (document management)
7. Adobe In-Design (Quarterly Brochure design)

5.7 Test and Production Environments

The successful vendor shall provide a detailed testing strategy as part of their response to the RFP to include thorough testing of all transactions and processes used by the City. The test strategy shall include, but not be limited to, unit testing of individual detailed processes and transactions, parallel testing, if appropriate, and system testing of all processes, interfaces, and conversions. The test strategy should also include methods for verifying the accuracy of information relative to transaction processing, interfaces, data conversion, reports, account history, notes, and ad-hoc reporting.

The components of the plan that should be included in the vendor response are:

Test Environment – All functional, technical, and performance requirements must be demonstrated in a test environment with a complete database. This environment will consist of implementing the entire system and data elements for the City.

Production Environment – This environment will repeat the successful demonstration of all functional, technical, and performance requirements, with a complete mirrored database. This environment will consist of implementing the entire system and data elements for the City.

5.8 Training Requirements

Training services are another critical service that must be provided by the successful vendor. The vendor shall provide the City with a comprehensive training program to assist with the facilitation and development of end-user training for the implementation of their proposed RMS solution. Initially, training shall be provided on-site, in a leader-led, classroom format. The vendor shall include in its response a training design document that defines the approach, delivery, and timing of the RMS solution.

Elgin is very interested in the delivery of training services that are an efficient use of employee time, but effective in the transfer of practical knowledge about the use of the new RMS solution. As a general approach, the vendor shall propose an approach that includes significant opportunity for knowledge transfer throughout implementation, and enhanced system acceptance by the use and development of “power users” for each of the three pilot teams.

Key factors in an effective training program are expected to include:

- The principal classroom instructors provided by the successful vendor have had previous formal classroom instructor training and relevant experience with the software and hardware.
- Instructors demonstrate a thorough knowledge of the material covered in the courses and familiarity with the training manuals, system documentation tools, and training aids.
- Elgin has the right to video record for its own internal use only all training sessions. These materials are valuable in refresher training and follow up training. All training aids, materials, and recordings prepared to accomplish this service become the property of Elgin.
- Power User training will cover the entire system with in-depth sessions for each functional area.
- Training will be provided for a System Administrator and back up who will be responsible for all system functions.
- End user training will be focused on functional positions and workflow processes. All personnel comprising a specific functional position in a department will be trained on the system’s use specific to their needs.
- Training should be provided in the use of all report and query functions for users who will be creating and modifying reports.

Train-the-Trainer training should prepare City personnel to lead, facilitate, and deliver the leader-led components of the training. This course will provide City personnel with all the required tools, templates, etc. to deliver the training to their colleagues.

5.9 System Acceptance

There will be an acceptance test after the complete project implementation. These tests will confirm system operations and ensure that the system meets all of the functional requirements as outlined in this RFP and any subsequent agreements. The test, depending on the type of functionality being tested, will run for up to 30 days after the vendor has determined that the system is operational. A second 30-day period is reserved for fixing discrepancies.

System performance shall be at an acceptable speed as dictated by industry standards and state of the art technologies.

Discrepancies that are fixed will be retested. The acceptance test must be completed within 60 days from the start of the test. If by fault of the vendor, the testing, fixing and retesting is not completed and accepted within 60 days, the system may be deemed unacceptable and the vendor may be disqualified from the project. The vendor will not be held responsible for delay caused by the City. In either case, such delay must be documented and agreed to by both parties.

5.10 Solution Type

The City has successfully deployed multiple Software as a Service (SaaS) applications. The City prefers a SaaS deployment for this RFP; however it is receptive to considering an Enterprise or an Application Service Provider (ASP) solution. Each vendor may prime up two responses using any of three models referenced above.

5.11 Warranty

The vendor shall warranty the entire solution/system for a period of one year from the date the system is fully accepted by Elgin. All warranty-related activities should be performed on-site unless the vendor is provided written permission by Elgin.

5.12 Software Maintenance

The vendor's software maintenance and support plan should include the following components:

- Procedures to resolve critical system problem
- Emergency and 7x24 support options available
- Estimated service level agreements to repair standard system problems
- Policy regarding future enhancements and upgrades
- Availability of tiered support options to handle potential escalations
- A description of extended agreements if they are available
- Hourly cost per on-site technicians that may be required
- Description of system availability during periods of scheduled maintenance,

Technical and maintenance support shall be provided through an annual maintenance agreement between the successful vendor and Elgin. The successful vendor must include a sample of their annual maintenance agreement in the proposal and provide guaranteed annual pricing for three (3) years. The vendor shall indicate the information technology staff required to support the system.

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The maintenance agreement will not commence until the application has been placed in production and accepted by the City in writing. The maintenance agreement must provide ongoing system support and maintenance, including upgrades, bug fixes and patches, and other technical support necessary for City staff to operate the solution. The successful vendor must provide information on the frequency of software updates and new software releases (i.e. bug fixes and major revision levels) for the system and the anticipated life cycle of the software being proposed.

5.13 Standards for City Acceptance of Deliverables

The following standards will be utilized to govern the acceptance of deliverables:

- Vendor should define all deliverables and scheduled completion dates.
- All deliverables shall be subject to City review and approval prior to acceptance and payment.
- The City will have ten (10) business days to review each deliverable document.
- The City is responsible for reviewing and approving each deliverable with an agreed upon turnaround time as included in the project plan. If the City requires revisions, the vendor will receive written notification of the changes and have five (5) business days to implement the changes.
- Vendor shall not change a deliverable that has been accepted by the City without written approval of the City.
- Each deliverable should conform to the RFP, the vendor's proposal, and/or any subsequent agreements.
- A process for identifying and correcting errors shall be included in the response.
- No payments will be made for deliverables not fully accepted by the City.
- The City and vendor will develop a formal deliverable sign-off approach which will govern the payment schedule.

6.0 Supporting Documentation

If there is additional information that the vendor would like to provide that was not requested in another section of this RFP, please include it in a separate section of your proposal titled, "Supporting Documentation." This content is limited to ten (10) pages. Any content exceeding ten pages may be ignored at the City's discretion.

Section 7 – Costs and Payment Terms

As per the awarded contract, the vendor agrees to provide the City of Elgin all product(s) and services at a cost not to exceed the stated cost in the vendor's response to this RFP. The vendor agrees that all expenditures necessary for the purchased product(s) included in the awarded contract, including all costs related to successful implementation of the proposed product(s) and services, are detailed in the Project Cost Form.

All costs must be fixed and in writing and guaranteed for no less than **six months**.

Vendors must address pricing, including but not limited to, the following considerations:

- Costs must reflect all discounts, and cost reductions based on multiple licenses/sites or other considerations

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- The payment schedule will be negotiated with the successful Vendor. The City of Elgin intends to use a payment structure that is based on milestones and/or deliverables.

Please use the tables below to capture the pricing information. The vendor may include further descriptions of the project cost items on a separate page(s) and include it with the Project Cost Form

Project Cost Form - Software and Professional Service Fees for Project Launch

Description	Amount
Software License Costs, if applicable.	
Professional Service Fees for Software Implementation and Project Management. Include all third party services.	
Professional Services for Integration. (Specify the integrations and the cost per integration)	
Training services	
Customizations required (Per the requirements if the vendor needs to customize the software, list the customizations and estimated cost).	
Project Expenses (travel, per diem, etc.)	
Hardware Costs (including electronic signature pads)	
Total Implementation Cost	

Project Cost Form - Annual Software Maintenance Fees for Years 1, 2, and 3 – Post-Launch

Description	Amount
Annual operations and maintenance cost. If this cost differs over years 1-3, please report the cost for each year separately. Include all third party services.	
Total Maintenance Cost	

The vendor shall provide a proposed schedule for payment for both the software and professional services. The payment schedule is subject to acceptance by Elgin.

Section 8 – Required Attachments

Proposers should include copies of the following documents. Although some of these forms will be “sample”, the documents must contain all material terms so that Elgin can fairly evaluate the proposer’s forms.

1. Requirements spreadsheets
2. Biographies of project team members
3. Project team organizational chart
4. Vendor references
5. Sample software licensing agreement
6. Sample maintenance agreement
7. Sample implementation services agreement
8. Sample standard reports
9. Sample documentation (user guides, training materials, screenshots 5 max.)
10. Implementation plan
11. Forms as specified in the appendices
12. Any supporting documents as stated in Section 5 – 6.0

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Section 9 - Appendices

Sub Section A

SAMPLE CITY OF ELGIN AGREEMENT FOR

RFP Number: xxxx

This Agreement is made and entered into this ____ day of _____, 2012 by and between the City of Elgin ("the CITY"), a municipal corporation organized and existing under the laws of the State of Illinois, and _____, incorporated in the state of _____ and having a principal place of business at _____ ("the CONTRACTOR").

ARTICLE I. DEFINITION. "THIS CONTRACT" as used herein shall mean this Agreement, the Request for Proposals (RFP) including all documents referenced therein and the Contractor's Proposal response (Proposal) thereto incorporated by reference herein and made a part hereof. The CONTRACTOR agrees to provide the goods and/or services all in accordance with the RFP and CONTRACTOR'S Proposal. In the event there is a conflict between this Agreement and the Proposal documents, the Proposal documents shall supersede this Agreement.

ARTICLE II. DURATION. The CONTRACTOR shall commence the performance of THIS CONTRACT upon receipt of a fully-executed Contract from the City. THIS CONTRACT will be at three year agreement, expiring 3 years from the date of execution.

ARTICLE III. TERMINATION. The following shall constitute events of default under THIS CONTRACT: a) any material misrepresentation made by the CONTRACTOR to the CITY, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, but not limited to, the following: (i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or circumstance within the CONTRACTOR's reasonable control, (ii) failure to perform THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of THIS CONTRACT within the specified time due to a reason or circumstance within the CONTRACTOR's reasonable control, (iii) failure to perform THIS CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the CITY as erroneous or unsatisfactory, (v) failure to comply with a material term of THIS CONTRACT, including, but not limited to the Affirmative Action requirements, and (vi) any other acts specifically and expressly stated in THIS CONTRACT as constituting a basis for termination for cause. The CITY may terminate THIS CONTRACT for its convenience upon fourteen (14) days prior written notice.

ARTICLE IV. DAMAGES. From any sums due to the CONTRACTOR for goods or services, the CITY may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Director, incurred by the CITY as a consequence of procuring goods or services as a result of any failure, omission or mistake of the CONTRACTOR in providing the goods and services as provided in THIS CONTRACT.

ARTICLE V. GOVERNING LAWS AND ORDINANCES. This CONTRACT is made subject to all the laws of the State of Illinois and the ordinances of the CITY and if any such clause herein does not conform to such laws or ordinances, or in the event any of the terms or provisions herein are deemed to be void or otherwise unenforceable for any reason, such clause shall be void (the remainder of the contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this CONTRACT shall be in the Circuit Court of Kane County, Illinois.

ARTICLE VI. AFFIRMATIVE ACTION. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, or physical handicap which would not interfere with the efficient performance of the job in question. The CONTRACTOR will take affirmative action to comply with the provisions of Elgin Municipal Code Section 3.12.100 and will require any subcontractor to submit to the CITY a written commitment to comply with those provisions. The CONTRACTOR will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants and prospective subcontractors.

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The CONTRACTOR agrees that the provisions of Chapter 3.12 of the Elgin Municipal Code, 1976, is hereby incorporated by reference, as if set out verbatim.

ARTICLE VII. ASSIGNABILITY. The CONTRACTOR shall not assign, sell or transfer any interest in THIS CONTRACT without prior written consent of the CITY.

ARTICLE VIII. AMENDMENTS. There shall be no modification of the CONTRACT, except in writing and executed with the same formalities of the original.

ARTICLE IX. NOTICES. Any notice given under this CONTRACT shall be in writing and shall be deemed to have been given when hand delivered or deposited in the U.S. mail, certified or registered, return receipt requested, addressed, if to CONTRACTOR, at the address set forth above to the attention of the project manager or undersigned representative, and if to the City, to the attention of the City Manager, 150 Dexter Court, Elgin, IL 60120 or to such other address and/or authorized representatives as either party shall designate in writing to the other in the manner herein provided.

ARTICLE X. INDEMNIFICATION. To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless the City, its officers, employees, boards and commissions from and against any and all claims, suits, judgments, costs, attorney's fees, damages or any and all other relief or liability arising out of or resulting from or through or alleged to arise out of any acts or negligent acts or omissions of Contractor or Contractor's officers, employees, agents or subcontractors in the performance of this CONTRACT, including but not limited to, all goods delivered or services or work performed hereunder. In the event of any action against the City, its officers, employees, agents, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such action shall be defended by legal counsel of the City's choosing.

ARTICLE XI. PUBLICITY. The CONTRACTOR may not use, in any form or medium, the name of the City of Elgin for public advertising unless prior written permission is granted by the CITY.

ARTICLE XII. APPROPRIATIONS. The fiscal year of the CITY is the 12 month period ending December 31. The obligations of the CITY under any contract for any fiscal year are subject to and contingent upon the appropriation of funds sufficient to discharge the obligations which accrue in that fiscal year and authorization to spend such funds for the purposes of the contract.

If, for any fiscal year during the term of the CONTRACT, sufficient funds for the discharge of the CITY'S obligations under the contract are not appropriated and authorized, then the CONTRACT shall terminate as of the last day of the preceding fiscal year. Or when such appropriated and authorized funds are exhausted, whichever is later without liability to the CITY for damages, penalties or other charges on account of such termination.

ARTICLE XIII. ENTIRE AGREEMENT. This CONTRACT embodies the whole agreement of the parties. There shall be no promises, terms, conditions or obligations other than those contained therein; and this CONTRACT shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

ARTICLE XVII. COMPLIANCE WITH LAWS. Notwithstanding any other provision of this CONTRACT it is expressly agreed and understood that in connection with the performance of this CONTRACT that the CONTRACTOR shall comply with all applicable Federal, State, City and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, CONTRACTOR hereby certifies, represents and warrants to the CITY that all CONTRACTOR'S employees and/or agents who will be providing products and/or services with respect to this CONTRACT shall be legal residents of the United States. CONTRACTOR shall also at its expense secure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work, and/or the products and/or services to be provided for in this CONTRACT. The CITY shall have the right to audit any records in the possession or control of the CONTRACTOR to determine CONTRACTOR'S compliance with the provisions of this section. In the event the CITY proceeds with such an audit the CONTRACTOR shall make available to the CITY the CONTRACTOR'S relevant records at no cost to the CITY.”

**City of Elgin
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The person signing THIS CONTRACT certifies that s/he has been authorized by the CONTRACTOR to commit the CONTRACTOR contractual and has been authorized to execute THIS CONTRACT on its behalf.

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

CONTRACTOR

CITY OF ELGIN

Name and Title

Sean Stegall

City of Elgin
RMS RFP



Sub Section B
City of Elgin, Illinois
Sexual Harassment - Policies and Programs

Effective July 1, 1993, every party to any contract with the City of Elgin and every eligible bidder is required to have written sexual harassment policies that include, at a minimum, the following information:

- the illegality of sexual harassment
- the definition of sexual harassment under state law
- a description of sexual harassment, utilizing examples
- a vendor's internal complaint process including penalties
- the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights, and the Illinois Human Rights Commission
- directions on how to contact the department and commission
- protection against retaliation as provided by Section 6-101 of the Human Rights Act

I hereby affirm that the organization which I represent has in place sexual harassment policies which include the required information set fourth above, and I hereby agree to furnish the City of Elgin - Human Resources Department with a copy of these policies if they so request.

Signature/Title _____
Company _____
Date _____

Sexual harassment is defined as follows:

“Sexual harassment” means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Any questions by contracting parties or eligible bidders concerning compliance with these requirements should be directed to the City of Elgin - Human Resources Department at (847) 931-5618.

I hereby agree to fully indemnify and hold the City of Elgin harmless from any and all liability, loss or damage including costs of defense or claim, demands, costs of judgment against it arising from any sexual harassment complaint resulting from the act of any member of my organization in the performance of this contract.

Signature/Title _____
Company _____
Date _____

City of Elgin
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Sub Section C

FEIN NO. _____

City Manager _____

**City of Elgin, Illinois
Certification Requirements**

Please submit all required forms and documentation, fully completed and signed, with your proposal. **No proposal will be accepted without this information.**

- 1 To assure compliance with the City of Elgin’s Affirmative Action Ordinance, all contractors and vendors. Herein referred to as “bidders”, are requested to submit the following information:
 - A. Workforce analysis using the enclosed Bidder’s Employee Utilization form.
 - B. Provide the information required in Item #3 on the employee utilization form if the answer to Question # 2 on the form is “Yes”.
 - C. Provide a written commitment outlining the steps that the bidder plans to take in the area of recruitment and promotion of minorities and females to assure equal employment opportunity. (A copy of the bidder’s affirmative action plan may be submitted in lieu of this requirement.)
2. To assure compliance with the City of Elgin’s Sexual Harassment Ordinance, all bidders must submit a signed sexual harassment form enclosed with the Invitation to Bid.
3. The undersigned certifies that the offerer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless there is a pending proceeding contesting the tax.
4. The undersigned certifies that the offerer is not barred from offering on this solicitation as a result of a conviction for the violation of State law prohibiting bid-rigging or bid-rotating.
5. The successful bidder agrees that upon acceptance by the City of Elgin, the executed Invitation to Bid along with all instructions, conditions, and specifications attached thereto constitute a binding contract which may be enforced by the City.

Signature / Title _____
Company Name _____
Address _____

Phone Number _____



Sub Section D

City of Elgin, Illinois Equal Employment Written Commitment Guideline

The written commitment required in Item #4 of the Bidder's Employee Utilization Form shall:

Set out the name and phone number of the bidder's Equal Employment Officer.

Clearly identify the bidder's recruitment area and the percentage of minorities and females in the area's population and labor force.

Set out what the bidder has done and has set as a goal to ensure the recruitment of minority and female employees.

Set out the bidder's specific goals to recruit minorities and females for training programs or other similar opportunities available through the bidder's organization.

Indicate bidder's consent to submit to the City of Elgin, upon request, statistical data concerning its employee composition and recruitment efforts anytime during the term of the contract.

Show bidder's consent to distribute copies of the written commitment to all persons who participate in recruitment, screening, referral, and selection and hiring of job applicants for the bidder.

Clearly show that the bidder shall require all subcontractors, if any, to submit a written commitment complying with the above requirements of their affirmative action plan to the City of Elgin.

Clearly state the bidder agrees that:

"Bidder (company name) shall not discriminate against any employee or applicant on the basis of race, color, religion, sex, national origin, age, place of birth, ancestry, marital status, or disability (physical or mental) which will not interfere with the performance of the job in question."

Description of Groups for Classification Purposes

White: all persons having origins in Europe, North America, or the Middle East

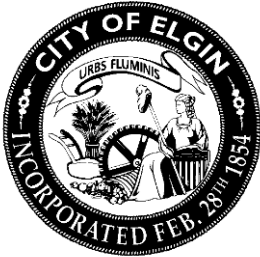
Black: all persons having origins in any of the Black racial groups of Africa

Hispanic: all persons of Mexican, Puerto Rican, Cuban, Central South American, or other Spanish culture or origin, regardless of race

Asian American: all persons having origins in the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands

American Indian: all persons having origins in any of the original peoples of North America and who maintain cultural identification through tribal affiliation or community recognition

Sub Section D (cont'd)



City of Elgin, Illinois
 Chapter 3.12.1000 Affirmative Action - City Contracts

1. Name and Address of Bidder

2. Description of Project

JOB CATEGORIES	Total Employees	Whites	Blacks	Hispanics	Asians or Pacific Islanders	American Indians	Minority (M & F) %	Female (All Categories) %
		M / F	M / F	M / F	M / F	M / F		
Example: Managers	18	3 / 5	3 / 2	4 / 0	0 / 1	0 / 0	55.6% (10/18)	44.4% (8/18)
TOTALS								

Sub Section D (Cont'd)

2. Have you ever been awarded a bid by the City of Elgin?
 ___ Yes ___ No

3. If the answer to question #2 is Yes, please submit a copy of the Employee Utilization Form that was submitted with your last successful bid along with a fully completed copy of this form.

4. Please submit, according to the guideline provided in the attached document, a written commitment to provide equal employment opportunity. An Employee Utilization Form is required for any subcontractors.

NOTE: In the event that a contractor or vendor, etc., fails to comply with the fair employment and affirmative action provisions of the City of Elgin, the City amongst other actions may cancel, terminate, or suspend the contract in whole or in part.

Signature of Company Official	Title	Telephone Number	Date Signed	Page
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Sub Section E

**CITY OF ELGIN, ILLINOIS
TAX/COLLUSION/DEBARMENT/PREVAILING WAGE/LEGAL STATUS
OF EMPLOYEES AFFIDAVIT**

State of _____

County of _____

_____, being first duly sworn, hereby

deposes and states:

- (1) That s/he is the _____
of the party making the foregoing bid.
- (2) That the bidder is not barred from contracting with any unit of local government for any reason, including but not limited to debarment as a result of a violation of 720 Illinois Compiled Statutes, Section 5/33E-3 or 5/33E-4, as amended.
- (3) That no collusion or agreement among other bidders or prospective bidders to bid a fixed price or otherwise restrain competition by agreement has taken place.
- (4) That the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless there is a pending proceeding contesting any such tax.
- (5) That the bidder hereby certifies: [check all that apply]
 - _____ bidder has not received any notices of violations of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*)
 - _____ in the event any such notice has been received by bidder, a copy of any such notice is attached hereto.
 - _____ in the event that bidder has received such a notice, any documentation demonstrating the resolution of any such notice is attached hereto.
 - _____ for each such notice received by bidder, the matter has been resolved as follows:

- (6) That the bidder hereby certifies that it shall comply with the provisions of the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*).
- (7) That the bidder hereby certifies, represents and warrants that all of bidder's employees and/or agents who will be providing products and/or services with respect to the subject bid and contract are and shall be legal residents of the United States, and are and shall be legally authorized to perform any such applicable work and/or services.

Signature of Bidder, if an individual:

Signature of Bidder, if a partnership:

Partner (indicate General or Limited)
this _____ day of

Signature of Bidder, if a corporation:

President

Secretary

Signature of Bidder, if a limited liability company:

Member or Manager

Subscribed and sworn to
before me

_____, 20____
My commission expires:
