CITY OF EVANSTON

<u>REQUEST FOR PROPOSAL</u>

NUMBER: 23-29

For

Computerized Maintenance Management System (CMMS) Procurement

April 13, 2023

PROPOSAL DEADLINE: <u>2:00 P.M.</u>, <u>May 30</u>, <u>2023</u>

<u>ELECTRONIC BID SUBMITTAL:</u>
Bid responses will only be accepted electronically
via E-bidding through DemandStar (WWW.DEMANDSTAR.COM)

It is highly recommended that new DemandStar users complete the account setup process prior to project due date/time.

TABLE OF CONTENTS

ATTACHMENTS
DemandStar- E-bidding Instructions

Revised 10-20 (09-17)

CITY OF EVANSTON

NOTICE TO PROPOSERS

Proposals will be received by the Purchasing Office until 2:00 P.M. local time on **May 30, 2023**. Effective immediately, the City of Evanston will no longer accept hard copy paper submittals for any solicitation. Responses will only be accepted electronically via E-bidding through DemandStar (www.demandstar.com). Although registration is required, vendors can download solicitations and upload responses for free. Proposals shall cover the following:

Computerized Maintenance Management System (CMMS) Procurement
RFP Number: 23-29

The City of Evanston's Public Works Agency is seeking proposals from experienced firms to supply and implement a Computerized Maintenance Management System for all City of Evanston infrastructure and assets, including the water treatment plant, water distribution system, sewer systems, streets and public right-of-way, trees, City-owned facilities, parks and the systems within them. The elected firm will also transfer and integrate Public Works and Facilities Management asset lists and work order history from VUEWorks and CityWorks softwares and formats.

The above item shall conform to the RFP on file in the Purchasing Office. Parties interested in submitting a proposal should contact the Purchasing Office to receive a copy of the RFP or see the City's website at: www.cityofevanston.org/business/bids-proposals/ or Demandstar at: www.demandstar.com.

The City (the City of Evanston) in accordance with the laws of the State of Illinois, hereby notifies all firms that it will affirmatively ensure that the contract(s) entered into pursuant to this notice will be awarded to the successful firm without discrimination on the grounds of race, color, religion, sex, age, sexual orientation marital status, disability, familial status or national origin. The State of Illinois requires under Public Works contracts that the general rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act (820 ILCS 130) as amended. The City of Evanston reserves the right to reject any or all submittals or to accept the submittal(s) deemed most advantageous to the City.

The Evanston City Council also reserves the right to award the contract to an Evanston firm if that firm's bid is within 5% of the low bid.

Each Proposer shall be required to submit with his/her proposal a Disclosure of Ownership Interest Statement Form in accordance with Section 1-18-1 *et seq.* of the City Code. Failure to submit such information may result in the disqualification of such proposal.

John Gonzalez
Purchasing Specialist

CITY OF EVANSTON
Request for Proposal

1.0   INTRODUCTION

The City of Evanston is seeking a Computerized Maintenance Management System (CMMS) designed specifically for asset management and maintenance with automated workflow capabilities for asset tracking, service requests, work order creation, long-term planning and service agreement/project record keeping. This system will be used by the City's Public Works Agency and the City's Facilities & Fleet Management Division. The system will be web-based (SaaS - "software as a service"), hosted, and fully supported by the vendor. The City is also interested in an on-premises solution as an alternative. The system will also have an OpenAPI capability to permit integration with other City software.

The new CMMS is required to support all functions of the Public Works Agency and Facilities Management's maintenance, repairs, operations, long-term planning and capital improvements, including regularly scheduled maintenance activities, as well as non-routine maintenance tasks for the following locations and assets:

- Departments with Non-Spatial Assets (Vertical):
    - Filtration and Pumping - Water Treatment
        - Filtration and Pumping facilities and systems located at the Water Treatment Plant
    - Facilities Management - Maintenance, Improvements, and Asset Management
        - HVAC, Electrical, Plumbing, Carpentry, Fire Protection, Exterior Envelope and Interior Finishes systems for city-owned buildings, park lighting, drinking fountains, decorative fountains and other assets.

- Departments GIS/Spatial Assets (Horizontal):
    - Water Distribution
        - Intakes, control valves, hydrants, system valves, fittings, service points and lines, private service lines, mains, drinking fountains, concerns. This includes active, proposed, and abandoned assets.
    - Sewer Systems
        - Combined, relief, and storm sewer stems which include: concerns, structures, outfalls, fittings, valves, mains, forced mains, culverts. This includes active, proposed, and abandoned assets.
    - Recycling and Environmental Maintenance
        - Street sweeping work zones, recycling pick up zones, schools, refuse containers, crosswalks, sidewalk snow removal, and bike routes.
    - Greenways
        - Parking lots, traffic circles, benches, bridges, parks, beaches, porous pavement, and rain gardens.
    - Traffic
        - Traffic signal intersections, signal vaults, loop detectors, poles, streetlight power centers, streetlight handholes, and streetlight circuits.
    - Streets
        - Alleys, centerlines, pavement markings and stripings, 4,6,7,and 9 route snow plow zones.

- Forestry
  - Trees.

The Public Works Agency brings together approximately 155 employees and Facilities Management consists of approximately 25 employees that would access the new CMMS system, requiring access for the work order functionality of the software. Work orders will typically be generated by specific supervisors and staff as tasks are identified, or auto-generated based on known preventive maintenance and inspection schedules. Employees will access the CMMS from desktop computers City-wide, as well as on mobile devices via Wi-Fi or cellular connection with the capability to work offline on mobile devices and sync when an internet connection is available. The ability to use scan codes for certain equipment is preferred.

The proposed Consultant Services Agreement for implementation will cover a two year period. Below outlines an anticipated priority schedule for implementation services followed by the general asset information and associated work order management areas:

1. Recycling and Environmental Maintenance
2. Distribution and Sewer Divisions (concurrently)
3. Facilities Management
4. Filtration and Pumping Divisions (concurrently)
5. Greenways
6. Streets
7. Traffic
8. Forestry

In addition, the City is also seeking a separate proposed multi-year Consultant Services Agreement for technical support that would begin after implementation is completed and last for a term of 3 years with an option to renew for an additional two years.

The Evanston Water Utility currently supplies approximately 48 million gallons per day (mgd) of treated Lake Michigan water to retail customers in Evanston and wholesale customers in Skokie, Arlington Heights, Buffalo Grove, Palatine, Des Plaines, Morton Grove, Niles, Lincolnwood, and Wheeling. The existing water treatment plant is rated at 108 mgd. The utility also operates one major pumping station at the City's water treatment plant and additional pumping facilities at two standpipes. More information about the treatment facilities is available online at www.cityofevanston.org/utilities.

The water distribution system consists of 157 miles of water main ranging in size from 3-inch diameter to 48-inch diameter. There are more than 2,000 valves and 1,400 fire hydrants in the Evanston distribution system. Data for all of these assets is currently managed in ArcGIS and VUEWorks.

The City maintains the three different sewer systems: a combined sewer system, a relief combined sewer system and a storm sewer system. These systems comprise over 210 miles of sewer mains ranging in size from 6-inch diameter to 120-inch diameter and include over 5,500 manhole structures and over 9,100 drainage structures. Data for all of these assets is currently managed in ArcGIS and VUEWorks.

In its eight square miles, Evanston comprises 150 miles of streets and 75 miles of alleyways. Approximately 5650 street lights line City streets and its 79 parks. In addition to these, sidewalks, curbs, street signs, and street signals inventories would be included as city assets. Additional assets to be included and inventoried are more than 34,000 public trees, approximately 811 refuse containers, and approximately 55 city facilities with various building systems.

The City is seeking a Computerized Maintenance Management System (CMMS) for the Public Works Agency and Facilities Management associated assets located Citywide. Work orders, routine maintenance, and repairs are currently being issued against all Public Works departments as well as Facilities Management assets in VUEWorks.

Functionality to be provided by the new CMMS includes:
- Rolling up individual assets into easily navigable, broader functional groups and systems;
- Tracking detailed maintenance, operations, and financial information for each asset and the systems within them;
- Tracking remaining useful life and life cycle costs based on user-entered data in order to plan replacements and improvements;
- Attaching documentation such as photos, floor plans, specifications, SOPs, and O&M manuals to asset records; and
- Facilitating service requests, generating work orders and both standard and customized reports.

Project Services to be provided will include: Software as a Service, Comprehensive System Training, Data Migration, Implementation Services, Licensing, and Software Maintenance & Support.

The City's goals for the implementation of a CMMS include:
- Transfer of existing GIS asset data pertaining to Public Works and Facilities Management
- Transfer of existing VUEWorks and CityWorks data pertaining to labor, equipment, inventory historical costs, and scheduled recurring preventative and routine maintenance
- Streamline service requests from our 311 system, QAlert, to the new CMMS for certain departments
- Provide financial resources for capital planning and improvement projects/replacements
- Provide a customizable, user-friendly, detailed structure for the inclusion of vertical assets
- Accurately capture the condition and performance of existing assets, and the resources required to maintain and renew them.
- Streamline preventive maintenance and proactive asset renewal programs.
- Improve life cycle cost tracking.
- Implement an electronic work order management system to log labor, inventory, and equipment costs.
- Ensure long-term reliability of asset data storage and retrieval, including associated documentation such as standard operating procedures,O&M manuals and record drawings.

- Improve recording and assessment of failures and incidents.

The procurement and implementation period for this project is Aug 2023 – Aug 2025.

Contact with City personnel in connection with this Request for Proposal (RFP) shall not be made other than as specified in this RFP. Unauthorized contact of any City personnel may be cause for rejection of a proposal.

Prior to the submittal of a proposal, Proposers are advised to carefully examine
- Contract documents
- Project scope and work tasks to be accomplished
- Specifications
- Insurance requirements and required documentation

Proposers are advised to become thoroughly familiar with all conditions, instructions, and specifications governing this RFP. Proposals shall be made in accordance with these instructions. Proposals shall be submitted on the forms provided by the City.

While it is the intent of the City to award a single firm, the City reserves the right to award in part or in whole and to select multiple firms and/or individuals, depending on whichever decision is deemed to be most advantageous to the City.

The City will not be liable in any way for any costs incurred by respondents in replying to this Request for Proposal.

2.0   SCOPE OF SERVICES
This scope of services outlines the minimal system requirements for the CMMS software package the City intends to procure, as well as the professional services to be provided by Proposers related to system implementation and licensing. Sections 2.4 - 2.9 contain the complete list of the City's requirements. The full list of requirements for sections 2.1 - 2.3 will be under section Attachment D: Submittal Requirements.

2.1 Vertical and GIS Asset Requirements: The following requirements indicate the minimum level of functionality required.
    2.1.1 Vertical Asset Management Requirements
        2.1.1.1   Vertical asset hierarchy will be in the following structure:
            2.1.1.1.1 Level 1: Department
            2.1.1.1.2 Level 2: Location (e.g. Beach, Park, or Building)
            2.1.1.1.3 Level 3: Functional Group (e.g. Amenity), System (e.g. Raw Water Intake, HVAC)
            2.1.1.1.4 Level 4: Assets (e.g. Intake Wells, AHU-01)
            2.1.1.1.5 Level 5: Asset Attributes (e.g. Manufacturer, Install Year)
        2.1.1.2 Manage assets and asset attributes, with the ability to inventory an unlimited number of city infrastructure assets.
        2.1.1.3 Manage asset work history within locations, and categorize assets as active, abandoned, or removed.
        2.1.1.4 Monitor asset condition, usage, and criticality.
        2.1.1.5 Attach images and documents to asset records.

2.1.2 GIS Asset Management Requirements

    2.1.2.1   System should support and detect relationship classes within the GIS

    2.1.2.2   System should be designed to work with City's ESRI GIS data, where geographic features (e.g. pipes) are represented by pre established symbology

    2.1.2.3   System should not set limits on the number of assets or the size or complexity of the asset data, other than those imposed by the underlying ESRI software

    2.1.2.4   Assign a unique identification code to each asset, incorporating existing asset IDs already in use by the City's GIS.

    2.1.2.5   Manage asset work history within locations, and categorize assets as active, abandoned, or removed.

2.1.3 Work Management Requirements

    2.1.3.1   System supports asset and building location tagging/barcoding/scanning with mobile app

    2.1.3.2   System should support OpenAPI standards and be capable of integrating with other city systems, as appropriate.

    2.1.3.3   Mobile Application

        2.1.3.3.1   Mobile view of the system must have the ability to be accessed without internet connection.

        2.1.3.3.2   Mobile view of the system will allow all of the same functionalities for work order completion as the desktop version

        2.1.3.3.3   Link to City's GIS Assets

        2.1.3.3.4   Ability to capture labor time, including hours spent per work order.

        2.1.3.3.5   Mobile devices: Provide mobile software that is compatible with Apple iOS or Samsung Galaxy S3 or S4 tablets.

    2.1.3.4   Desktop (Facilities Management, Capital Improvement, Inspections, Reporting, Inventory Management)

        2.1.3.4.1   Manage service requests and work orders.

        2.1.3.4.2   Support data input with drop-down menus or lists with selection options.

        2.1.3.4.3   Enable user ability to create, edit, and close new work orders and service requests.

        2.1.3.4.4   Associate multiple work orders with an asset (e.g. repair a valve) or a group of assets (e.g. system-wide valve exercising).

        2.1.3.4.5   Ability to customize work order templates with associated standard operating procedures.

        2.1.3.4.6   Ability to auto generate work orders for items such as preventive and routine maintenance,

        2.1.3.4.7   Manage the recording of labor hours, work assignments, costs of maintenance on assets, and inventory stock

        2.1.3.4.8   Associate labor, inventory, and equipment costs with work orders and service requests.

2.1.3.4.9 Ability to store a link to, and view, a checklist or specific instructions for any type of inspections conducted at a location where the parcel would be the asset

2.1.3.4.10 Ability to create customized workflows and create parent-child relationships for related workflows.

2.1.3.4.11 Easily organize projects and associate appropriate work orders within said projects

2.1.3.4.12 Reporting features must be customizable if required but standard reports available as well. All reporting is available with no additional charge for capability.

2.1.3.4.13 Ability to mass update work orders (including preventative maintenance based work orders) as needed

2.1.3.4.14 Ability to create work orders based on bar scanning feature

2.1.3.4.15 Ability to pre-populate, record, and group labor, inventory, equipment, and vendor information

2.1.3.4.16 Track financial indicators including original cost, replacement cost, depreciation, remaining asset value, and life cycle costs.

2.2 System Integration Requirements: The City's core business systems that will be integrated with the CMMS system are outlined below.

2.2.1 Geographic information system: ESRI ArcGIS 10.9.1 (or 11.1-depending on when integration occurs)

2.2.2 Email system: Gmail

2.2.3 CRM System: QAlert

2.2.4 Sewer Inspection Software: Wincan

2.2.5 Desktop applications: Bi-directional integration with MS Word, Excel, and Access.

2.3 System Technical Requirements

2.3.1 Cloud hosted SaaS solution preferred. On-premises to be hosted on compute and storage resources supplied by the City of Evanston as an alternative system architecture.

2.3.2 CMMS system to be accessible by all major web browsers such as Google Chrome, Mozilla Firefox, and Microsoft Edge.

2.3.3 Database (if on-premises) shall be compatible with Microsoft SQL 2008.

2.3.4 Server operating system (if on-premises): The system shall have the ability to run on Microsoft Windows 2016 (or above) Server operating system.

2.3.5 (if on-premises) All server components must be capable of being virtualized and must be compatible with VMware vSphere 6.7.

2.3.6 Communications protocol: The software shall be able to communicate using TCP/IP protocol.

2.3.7 Gmail integration: Provide the ability to integrate with Gmail including auto-generating email alerts. The City of Evanston shall supply an SMTP relay server , if required.

2.3.8 User security/access control: Provide the ability to limit data editing and functionality to only authorized users through Active Directory security of local account-application policy. Access to various functions is granted to groups and/or roles with modify vs. view only access.

2.3.9 SAML 2.0 integration preferred for the purpose of Single Sign-On (SSO)

2.3.10 In the case of a SaaS implementation the vendor shall house the City of Evanston data in a datacenter located within the boundaries of the United States.

2.3.11 The vendor shall be responsible for performing routine maintenance on the systems including regularly scheduled vulnerability scanning and patch remediation to reduce cybersecurity risk.

2.3.12 The vendor shall be responsible for performing routine backups of systems that house City of Evanston data.

2.3.13 The vendor shall have a business continuity/disaster recovery (BCDR) plan in place to ensure the uptime and integrity of customer data.Reports: Provide pre-defined system reports, for both assets and work orders, which can be customized by the user. Also allow users to create and save custom reports. Send reports to printer, file, or email. Support reporting by date range, exceptions, work order status, asset category or attribute value, and other parameters.

2.3.14 Copy, cut, and paste: Support the Windows Copy, Cut, and Paste functions in every user editable field.

2.3.15 Preference settings: Retain all system and user configuration and preference changes when upgrades are applied.

2.3.16 Data import/export: Provide import/export capability to Microsoft Office applications including MS Word, Excel, Access, and Outlook.

2.3.17 Image display: Support image display in industry-standard formats including JPG, TIFF, and BMP.

2.3.18 Date accommodation: Handle dates beginning with 1870 and extending indefinitely into the future.

2.3.19 Auditing: Full audit trail including date, time, and user stamp when changes are made.

2.4 System Supplemental Requirements: The following requirements support the operation and scalability of the CMMS system.

2.4.1 Ease of use: The system shall be intuitive to use, have a common vernacular (language in everyday use), and provide a consistent graphical user interface.

2.4.2 Configuration: The system shall enable user configuration with minimal technical support from the vendor, including such operations as formatting, adding user-defined fields, modifying drop-down lists and forms, user administration, and system backups.

2.4.3 Support: The software version shall be supported by the vendor for at least three years after a new version is released. Software releases shall be a stable version of the product, with an official defect and patch distribution system.

2.4.4 Upgrades: The system shall be able to receive vendor updates without modifying the City's configuration of the system.

2.4.5 Modularity: Provide ability to hide or turn off modules and fields that the City does not require at the time of implementation.

2.4.6 Scalability: The system shall be able to cover the complete range of City's infrastructure and equipment assets.

2.5 Licenses and Technical Support

2.5.1 Licensing

2.5.1.1 License to use the CMMS software will be issued to the City upon delivery of the CMMS server.

2.5.1.2 List length of license term and describe if there is an annual license fee.

2.5.1.3 State how software updates are provided to the City. If there is a license fee, the license fee for the first five calendar years following Date of Final Completion for the system installation shall be determined in the initial contract, but shall be paid on an annual basis beginning the calendar year following the completion of the project.

2.5.2 Technical Support

2.5.2.1 Provide information on annual technical support programs, specifically outlining included and excluded services.

2.5.2.2 The annual fee for technical support for the first five calendar years following the Date of Final Completion for the system installation shall be determined in the initial contract, but shall be paid on an annual basis beginning the calendar year following the completion of the project.

2.6 Implementation Services

2.6.1 Data Import: The selected vendor will be responsible for the integration of historical work order and service request data from Cityworks and VUEWorks as well as set up pre-defined asset hierarchies in the new CMMS system.

2.6.1.1 Import pre-collected asset data for a minimum of 50,000 assets, including attaching pre-collected photos and documents to asset records.

2.6.1.2 Transferring historical work orders including asset data from City Works and VUEWorks. Please see System Setup Services (pg. 48) for more details.

2.6.1.3 Establishing templates used to capture various city assets to allow for the continued use of the system

2.6.2 Training

2.6.2.1 Provide hard copy and electronic training material and user manuals for new users.

2.6.2.2 Training will be phased as each department goes live with the CMMS

2.7 Meetings and Updates

2.7.1 Kickoff Meeting

Within 10 days of Notice to Proceed, attend a kickoff meeting with key City staff. Prepare the agenda for the kickoff meeting, which shall include the following, at a minimum:

- Project Management
  - Introduction of Vendor and City staff with discussion of roles and responsibilities
  - Project schedule
- Critical work sequencing
- Procedures and processes for
  - Submittals
  - Change orders
  - Payment Applications
  - Weekly Status Reports
- Schedule for progress meetings

Vendor shall issue minutes to all attendees within seven calendar days of the meeting.

2.7.2 Bi-Weekly Progress Meetings
The project team shall have regular bi-weekly meetings from the kickoff meeting until project completion. Meetings shall be conducted via conference call. Prepare an agenda for each progress meeting including the following, at a minimum:
- Review of work since previous meeting
- Project schedule update
- Four week look ahead detailed schedule of work
- Submittal status
- Request for Information (RFI) status
- Change Order status
- Payment application status
- Vendor issues
- City issues
- Date/time of next progress meeting

Vendor shall issue minutes within 7 calendar days of meeting to all attendees.

2.7.3 Weekly Status Reports
Throughout the entire project, Vendor shall submit weekly status reports. Reports for each week shall be submitted via email to the City project manager within three business days of the end of the week. Reports shall include:
- A summary of data imported and organized the previous week, organized by Level 1, 2, and 3 categories.
- A plan for data importing to be completed in the following week, organized by Level 1, 2, and 3 categories.
- A list of all data gaps and additional information needed from the City.
- A description of any potential project issues, highlighting any that impact the project schedule or the total cost of the project

2.8 Payment Applications
2.8.1 General
Payment applications shall be submitted on a milestone completion basis for the duration of the project. All payment applications shall be based on the pay items in the proposal cost tables (all other costs shall be incidental to the items in the proposal cost tables).
2.8.2 Items to be submitted with Payment Applications
2.8.2.1 Backup information for payment items.
2.8.2.2 Updated critical path schedule.
2.8.2.3 Documentation of M/W/D/EBE participation.
2.8.3 Retainage for all payments shall be 10%. Following substantial completion, the City at their discretion may elect to reduce the retainage to 5%. Any remaining retainage may only be paid on the final payment.
2.8.4 Full payment will not be made for Implementation Services until the minimum specified amount of training has been completed.

All meetings will be held at the Evanston Water Plant, Civic Center, Service Center or virtually, and will include at a minimum:

1. Kickoff Meeting

2. Progress Meeting to review preliminary options and recommendations

3. Final Report Review Meeting

3.0 INSURANCE

Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder.

The consultant must provide an insurance certificate naming the City of Evanston as an additional insured and will provide a variety of insurances including:

- comprehensive general liability - $3,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the City as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or professional liability insurance - $1,000,000

The surety and the insurance company must have not less than an A+ rating from the Alfred M. Best Co., Inc. and be approved by the City of Evanston.

Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City.

4.0 SUBMITTAL REQUIREMENTS

The City will no longer accept hard copy paper submittals for any solicitation. Responses will only be accepted electronically via E-bidding through DemandStar. Respondents are still required to complete all of the bid documents and provide all of the requested information in a pdf file(s). **Please refer to attached DemandStar e-bidding documents.**

ANY PROPOSALS RECEIVED AFTER THE SUBMITTAL DEADLINE, WILL BE NOT BE ACCEPTED. It is the sole responsibility of the proposer to insure that his or her proposal is delivered by the stated time. THE CITY IS NOT RESPONSIBLE FOR IMCOMPLETE UPLOADED SUBMITTALS..

A.   Cover Letter
The cover letter will include the following:
- introduction of firm signed by an authorized Principal of the firm

- name of firm
- address of firm
- phone number of the firm submitting the proposal
- include the name and signature of an authorized binding official who is authorized to answer questions regarding the firm's proposal

B.   Qualifications and Experience of Firm

- Provide a brief history of the firm, and the firm's qualifications for completing the scope of work
- All respondents shall describe other contracts (at least 5, but no more than 10) similar in scope, size or discipline to the required services described herein, performed or undertaken within the past ten years.
- List the projects described above in the Firm Experience Summary Table included on page 22 to this RFP. For each project, indicate commencement and completion dates, engineering fees, and (if available) construction budget. Where applicable, indicate if staff on the proposed Project Team has worked on these projects and their role.
- Provide a list of all Municipal clients in Illinois, not to exceed 25.

C.   Project Team Qualifications and Experience
- Clearly identify the professional staff who would be assigned as the Project Manager, Technical Lead, and other key project personnel for this work. Include a Team Organization Chart that clearly indicates the role of each team member and the firm of each team member if sub consultants are used. The proposal should summarize the abilities, qualifications, and experience of these individuals, in addition to providing resumes.
- Complete Project Team Experience Summary Table included in this RFP (page 24). Projects shown for Team Experience must have been performed within the past ten years and be provided with client references.

D.   Project Approach
- Provide a narrative describing the firm's understanding of the Project Scope of Services and a detailed scope of work for meeting the tasks and delivering a final report. Indicate the following:
    - A logical work breakdown structure including major project tasks.
    - Approach used to complete each task, including issues to be considered in completion and limitations or qualifications to the scope or services.
    - Information needed from the City.
    - Key team members who will complete each task. If more than one, clearly indicate the responsibility of each team member

E.   Fees
    Complete the Proposal Cost Tables in Attachment A. Attach supplemental information related to the costs as outlined in Attachment A. Provide a total not-to-exceed cost by completing the Cost Summary Table and breaking down costs by major tasks developed in the project approach. Additionally, complete the Fee Breakdown Table to indicate the estimated hours budgeted for each key team member and staff classification for non-key members, their hourly billing rate, and salary cost multiplier. Break down all hours and costs for key team member/labor

14

category for each task as shown on the Proposal Cost Table included as Attachment A. Break out reimbursable direct costs, subcontracted costs, and other fees or overhead costs not included in the salary cost multiplier. (see page 23-24).

F.   Contract
The City has attached its standard contract in Exhibit J (see page 63– Professional Services Agreement). Identify all exceptions to the agreement that would prevent your Firm from executing it. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer's response.

5.0   ADDITIONAL SUBMISSION REQUIREMENTS
None.

6.0   M/W/D/EBE GOALS
The City has a goal of 25% of the contract amount for the participation and utilization of Minority-Owned, Women-Owned, Disadvantaged and Evanston-based businesses (M/W/D/EBEs) in completing a portion of the services required by the City. All respondents must submit a statement of the proposed involvement of M/W/D/EBEs in completing a portion of the required services. Provide a copy of the certification for M/W/D/EBEs that will assist in achieving the M/W/D/EBE goal with your submittal as well as the appropriate M/W/D/EBE forms or Request for Waiver. Any questions regarding M/W/D/EBE compliance should be submitted in writing to Tammi Nunez Purchasing Manager at tnunez@cityofevanston.org.

7.0   EVALUATION CRITERIA
The City will select the successful firm through an evaluation process based on the firm meeting the specifications which are outlined in this RFP. A review committee will review in detail all proposals that are received. During the evaluation process, the City may require a Proposer's representative to answer questions with regard to the proposal and/or make a formal presentation to the review committee. The review committee will make a recommendation to award the contract based on the criteria set forth below. This contract will be forwarded to the City Council for final approval.

The evaluation criteria listed below will be used in the selection of the successful Proposer.

    A. Firm Qualifications and Expertise
    B. Project Team
    C. Project Approach
    D. Price/Level of Effort
    E. Organization and Completeness of Proposal
    F. Willingness to Execute the City of Evanston's Professional Services Agreement
    G. M/W/D/EBE Participation

8.0   SELECTION PROCESS
The City will select a firm on the basis of the responsiveness of the proposal to the RFP submittal requirements, the evaluation criteria stated above and the demonstrated willingness to execute an acceptable written contract. The City reserves the right to reject

any or all proposals, and to request written clarification of proposals and supporting materials from the Proposer.

While it is the intent of the City to award a single firm, the City reserves the right to award in part or in whole and to select multiple firms and/or individuals, depending on whichever decision is deemed to be most advantageous to the City. The City is therefore asking to split this into two separate proposals:

> Proposal 1 (Spatial/Horizontal Assets):
> 1. Traffic
> 2. Streets
> 3. Recycling and Environmental Maintenance
> 4. Distribution & Sewer
> 5. Forestry
> 6. Greenways

> Proposal 2 (Non-Spatial/Vertical Assets):
> 1. Facilities Management
> 2. Filtration and Pumping

Responses may be rejected if the firm fails to perform any of the following:

A. Adhere to one or more of the provisions established in this Request for Proposal.
B. Demonstrate competence, experience, and the ability to provide the services described in this Request for Proposal.
C. Submit a response on or before the deadline and complete all required forms.
D. To fulfill a request for an oral presentation.
E. To respond to a written request for additional information.

Discussions and/or interviews may be conducted with responsible firms that have submitted proposals in order to clarify certain elements. All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. In conducting discussion, there shall be no disclosure of information derived from proposals submitted by competing firms. The selection shall be done by the City's review committee and will be recommended to the City Council for final approval.

If the City is unable to reach any sort of agreement with the selected firm, the City will discontinue negotiations with the selected firm and begin negotiations with the firm ranked second and so on until agreement is reached.

The firm to be recommended to the City Council will be the one whose proposal is determined to be the most advantageous to the City in consideration of price and all other evaluation factors which are set forth in this Request for Proposal No other factors or criteria not listed in this RFP shall be used in the evaluation.

9.0   PROPOSED SCHEDULE
The tentative schedule for this RFP and project process is as follows:

1. RFP issued .... <u>April 13</u>, 2023
2. Last Day to submit questions............................. <u>May 18</u>, 2023
3. Final Addendum Issued .... <u>May 23</u>, 2023
4. RFP Submission Due Date................................. <u>May 30</u>, 2023
5. City Council Award of Contract........................... <u>July 10</u>, 2023
6. Contract Effective .... <u>August 10</u>, 2023

10.0 QUESTIONS REGARDING RFP

All questions related to this RFP should be submitted in writing to John Gonzalez, Purchasing Specialist at <u>johngonzalez@cityofevanston.org</u> with a copy to Karra Barnes at <u>kbarnes@cityofevanston.org.</u>

11.0 GENERAL TERMS AND CONDITIONS

A. Confidentiality

In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemption to the disclosure of such records or part thereof is applicable.

The Purchasing Specialist will endeavor to advise the firm of any request for the disclosure of the material so marked with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", and give the firm or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If the requested material was submitted by a party other than the firm, then the firm shall be solely responsible for notifying the submitting party of the request. The City's sole responsibility is to notify the firm of the request for disclosure, and the City shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the City or its officers, or employees.

B. Withdrawal of Proposal

Proposals may be withdrawn prior to the submittal deadline. Withdrawal may be attained by written request; however, no offer can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Proposers who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame.

C.   Exceptions to Specifications

Exceptions   to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Proposer. This page shall then be attached to these documents and submitted at the same time as the proposal. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception shall be explained in its entirety. Any exceptions to these specifications may be cause for rejection of the proposal.

D.   Hold Harmless

Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's sub-contractors, employees, agents or sub-contractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation,*

146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-consultants' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

E. Addenda
Any and all changes to these documents are valid only if they are included via written addendum to all respondents. Each respondent should acknowledge receipt of any addenda by indicating same in their proposal submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposal therein. Failure to acknowledge any addenda may cause the proposal to be rejected. Addenda information is available over the internet at City of Evanston Notices & Documents or www.demandstar.com, or by contacting the Purchasing Office, 847-866-2935.

F. Term
The contract is for five years. The City may terminate a contract for either cause or convenience.

G. Non-Appropriation of Funds
The City of Evanston reserves the right to terminate in whole or in part of the contract in the event that insufficient funds to complete the contract are appropriated by Evanston City Council.

H. Property of the City
All discoveries and documents produced as a result of any service or project undertaken on behalf of the City of Evanston shall become the property of the City.

I. Payment Terms
The consultant shall submit invoices detailing the services provided, project, professional staff, and hours. Payment shall be made in accordance with the Local Government Prompt Payment Act. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

J. Disclosures and Potential Conflicts of Interest
The City of Evanston's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

19

To ensure full and fair consideration of all proposals, the City of Evanston requires all Proposers including owners or employees to investigate whether a potential or actual conflict of interest exists between the Proposer and the City of Evanston, its officials, and/or employees. If the Proposer discovers a potential or actual conflict of interest, the Proposer must disclose the conflict of interest in its proposal, identifying the name of the City of Evanston official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Proposer from consideration. Information provided by Proposers in this regard will allow the City of Evanston to take appropriate measures to ensure the fairness of the proposal process.

The City requires all Proposers to submit a certification, enclosed with this RFP, that the Proposer has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

K. Protests

Any actual or prospective Proposer, who is aggrieved in connection with the solicitation or award of a contract, may protest to the Purchasing Office. The protest shall be submitted in writing within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

- The Proposer shall submit any protests or claims regarding this solicitation to the Purchasing Office.
- A pre-bid protest must be filed five (5) days before the bid opening or proposal submittal.
- A pre-award protest must be filed no later than ten (10) days after the bid opening date or proposal deadline.
- A post-award protest must be filed no later than ten (10) days after the award of the Contract.

All claims by a Proposer against the City relating to a contract shall be submitted in writing to the Purchasing Specialist. The City will only consider protests that are properly and timely submitted.

All protests or claims must set forth the name and address of the protester, the contract number, the grounds for the protest or claim, and the course of action that the protesting party desires the Purchasing Specialist to take. Statements shall be sworn and submitted under penalty of perjury.

L. Authority To Resolve Protests And Contract Claims

Protests: The Purchasing Specialist shall have the authority to consider and resolve a protest of an aggrieved Proposer, actual or prospective, concerning the solicitation or award of a contract. The City shall issue a written decision and that decision is final.

Contract Claims: The Purchasing Specialist, after consulting with Corporation Counsel, shall have the authority to resolve contract claims, subject to the approval of

the City Manager or City Council, as applicable, regarding any settlement that will result in a change order or contract modification.

Each Proposer, by submitting a response to this RFP, expressly recognizes the limitations on its rights to protest provided in this Section and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If a Proposer disregards, disputes or does not follow the exclusive protest remedies provided in this Section, it shall indemnify and hold the City and its officers, employees, agents and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a response to this RFP, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

M.   Litigation
For purposes of this Section, the following terms are defined as follows:

"issue" means any prior or pending litigation or investigation, either civil or criminal, or any governmental agency action or proceeding (the "issue"), which may affect the performance of the services to be rendered herein. For purposes of this Section, an "issue" shall also include any criminal, civil, or administrative penalty or finding imposed against any covered individual. An issue occurring within seven (7) years of the date preceding the date of the Proposer's response shall be disclosed by the Proposer.

"covered individual" means any principal, president, managing partner, or vice-president, affiliated in anyway with the Firm, and the Firm's employees or sub-contractors.

All proposers shall identify and describe with particularity any issue. The City, and not Proposer, has the sole discretion to determine whether an issue may affect the performance of the services.   Failure of any Proposer to comply with this mandatory obligation shall, at the City's sole discretion, result in the Proposer's response being deemed non-responsive and not responsible. Failure of any Proposer to comply with the obligation specified herein may result in the voiding any subsequent contract award to Proposer if the City discovers upon the exercise of its customary due diligence that Proposer failed to comply with the mandatory obligation in this Section. The City reserves all rights to take any other actions in the case of a Proposer's non-compliance with this Section.

N.   Sub-contractors
If any firm submitting a proposal intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting firm(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the City of Evanston.

O.   Contact with City Personnel

All Proposers are prohibited from making any contact with the City Manager, City Council, or any other official or employee of the City with regard to the Project, other than in the manner and to the person(s) designated herein. The Purchasing Specialist reserves the right to disqualify any Proposer found to have contacted City Personnel in any manner with regard to the Project. Additionally, if it is determined that the contact with City Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter may be referred to the Cook County State's Attorney for review and prosecution.

P. **Costs Incurred**

The City of Evanston assumes no responsibility or liability for costs incurred by the Proposer prior to the execution of a contract. This includes costs incurred by the Proposer as a result of preparing a response to this RFP.

COST SUMMARY TABLE

Task Description	Cost
Virtual Kick-Off Meeting	$
Data Migration from VUEWorks	$
Data Migration from CityWorks	$
Implementation Services	$
Training (Administrative, Supervisor, User)	$
Bi-Weekly Meetings	$
Licensing and Technical Support	$
TOTAL NOT TO EXCEED COST	**$**

FEE BREAKDOWN TABLE

Item Description	Budgeted Labor Hours							
	Project Manager [1]	Technical Lead [1]	Key Team Member #1 [1]	Key Team Member #2 [1]	Labor Classification 1 [1]	Labor Classification 2 [1]	**Total Labor Hours**	
Direct Labor Rate								
Salary Cost Multiplier								
Billing Rate								
Tasks								**Total Labor Cost**
XXX								$
XXX								$
XXX								$
XXX								$
Total Labor								$

Other Costs	
Direct Reimbursable Expenses [2]	$
Subcontractor 1 - Task 1 [3]	$
Subcontractor 1 - Task 2 [3]	$
Subcontractor 2 - Task [3]	$
Fees and Overhead Costs [4]	$
TOTAL NOT-TO-EXCEED COST	$

1. Indicate actual Key Team Member names, and summarize other labor by classification. Add columns as needed.
2. List direct reimbursable expenses. Add rows as needed.
3. List the budgeted cost for each subcontracted task on separate lines, indicating the subcontractor assigned to that task. Add rows as needed.
4. List overhead costs and fees separately if they are not included in the salary cost multiplier. Add rows as needed.

PROPOSAL COST TABLES

Proposal #1 - GIS/Spatial Assets (Horizontal)

CMMS Software, Licensing, and Technical Support

Item Description	Cost
Software package meeting the requirements of Sections 2.1 – 2.4 of this RFP	$
2024 licensing fee, per Section 2.5.1 of this RFP	$
2025 licensing fee, per Section 2.5.1 of this RFP	$
2026 licensing fee, per Section 2.5.1 of this RFP	$
2027 licensing fee, per Section 2.5.1 of this RFP	$
2028 licensing fee, per Section 2.5.1 of this RFP	$
Annual technical support fee, per Section 2.5.2 of this RFP	$

Implementation Services

Item Description	Cost
Basic implementation services, per Section 2.6.1 of this RFP, Year One	$
Basic implementation services, per Section 2.6.1 of this RFP, Year Two	$
Training, per Section 2.6.2 of this RFP, Year One	$
Training, per Section 2.6.2 of this RFP, Year Two	$
Meetings and updates, per Section 2.7 of this RFP, Year One	$
Meetings and updates, per Section 2.7 of this RFP, Year Two	$

Total Not-To-Exceed Cost for Proposal #1 - Horizontal Assets

Item Description	Cost
Total Not to Exceed Cost for Proposal #1 - All Services	$

Revised 10-20 (09-17)

Proposal #2 - Non-Spatial Assets (Vertical)

CMMS Software, Licensing, and Technical Support

Item Description	Cost
Software package meeting the requirements of Sections 2.1 – 2.4 of this RFP	$
2024 licensing fee, per Section 2.5.1 of this RFP	$
2025 licensing fee, per Section 2.5.1 of this RFP	$
2026 licensing fee, per Section 2.5.1 of this RFP	$
2027 licensing fee, per Section 2.5.1 of this RFP	$
2028 licensing fee, per Section 2.5.1 of this RFP	$
Annual technical support fee, per Section 2.5.2 of this RFP	$

Implementation Services

Item Description	Cost
Basic implementation services, per Section 2.6.1 of this RFP, Year One	$
Basic implementation services, per Section 2.6.1 of this RFP, Year Two	$
Training, per Section 2.6.2 of this RFP, Year One	$
Training, per Section 2.6.2 of this RFP, Year Two	$
Meetings and updates, per Section 2.7 of this RFP, Year One	$
Meetings and updates, per Section 2.7 of this RFP, Year Two	$

Total Not-To-Exceed Cost for Proposal #2 - Vertical Assets

Item Description	Cost
Total Not to Exceed Cost for Proposal #2 - All Services	$

<u>Supplemental Information to be Provided with Costs</u>

1. Attach a listing of all modules included in the proposed software package.
2. List cost of having the vendor host the software.
3. Indicate length of license term, if more than one year.
4. List technical support services included in the proposed cost.
5. Describe what is included in the basic setup services.
6. List typical customization included as part of basic setup.
7. Describe the process for data population.
8. Outline the typical schedule for implementation.
9. Explain the standard training offered to City staff. How many staff are included in the training proposal?
10. List optional setup and customization services.

Attachment B

FIRM EXPERIENCE TABLE

Project Sponsor Experience Within Past 10 Years List 5-10 most current projects, at a minimum, including Project Name, Client Organization, Reference Name, Title, Phone Number and Email Address			
Work Type	**Client 1**	**Client 2**	**Client 3**
CMMS Implementation for Water Treatment Plant			
CMMS Implementation for Public Works (trees, water mains, recycling carts, etc.)			
CMMS Implementation for Facilities Management (buildings, HVAC, plumbing systems, etc.)			

PROJECT TEAM EXPERIENCE TABLE

Team Experience Within Past 10 Years [1] List most current projects, including Project Name, Client Organization, Reference Name, Title, Phone Number and Email Address								
Client / Location (Year)	**Implementation Services Provided**	**Process of handling both horizontal and vertical assets**	**Data transfer and integration of historical data from other CMMS**	**Integrations with other software**	**Client Reference Contact Information**	**Project Manager (Note 2)**	**Key Technical Expert 1**	**Key Technical Expert 2**
Client / Project No. 1								
Client / Project No. 2								
Client / Project No. 3								
Client / Project No. 4								

Note 1: Proposers may re-create this table to better accommodate their information, so long as all required information is provided and table follows the general format shown above.

Note 2: Insert team member names into column headings.

Revised 10-20 (09-17)

ADDITIONAL SUBMITTAL REQUIREMENTS

Complete the Specification Tables indicating how the proposed software meets the specifications of this RFP. Provide responses to the supplemental information requested following the Specification Tables.

Specification Tables:

The following outlines the requirements/scope of services being requested by the City of Evanston. This is not a comprehensive list of all requirements but includes a majority and the key ones being utilized to evaluate the proposals. Should you feel the City missed any key components, please outline these items in the proposal. This list contains the requirements for Proposal 1 (horizontal assets) and Proposal 2 (vertical assets).

For each line item a ranking has been provided indicating the importance to the City. Rankings used are C = Critical, I = Important, N = Nice to Have.

Vendor must check the yes/no box for every line and include a rating and _brief_ comment. The following rating system shall be followed:

V = Fully supported by the current release of the software

3P = Supported by third party software (i.e.: software not directly owned or controlled by the vendor submitting the proposal)

CZ = Customization is required to meet the requirement (i.e.: changes to the underlying code must be made, a report must be specifically developed for the customer, tables have to be created or modified, etc.). Causes extra coding or upgrade work in order to implement new versions or upgrades.

NS = Not supported

		Vendor Complies		
	Requirement	**YES**	**NO**	**Rating and Comment**
Section 2.1.1 & Section 2.1.2 Vertical and GIS Data Requirements				
C	System must support ESRI based GIS systems and applications. System must maintain compatibility with the most current version of ESRI applications either before or shortly after an ESRI version release.			

C	System should be designed to work with City's ESRI GIS data, where geographic features (e.g. pipes) are represented by pre-established symbology. It must integrate with the City's existing ESRI geodatabase. The software should not require converting to a different format.		
C	System should utilize the ESRI geodatabase as the only linear asset database/repository and link to it "out of the box" without additional add-ons, syncing tools or software licensing. All asset geometry and attributes must reside in the geodatabase and should not require middleware, modules, or synchronization with the work management database.		
C	Integrate query layers to graphically represent any data such as locations of work, labor, types of work, job costing details, and more.		
C	System should not set limits on the number of assets or the size or complexity of the asset data, other than those imposed by the underlying ESRI software.		
C	System should support and detect relationship classes within the ESRI GIS.		
C	System should provide a map interface, allowing the user to view assets, search, pan, zoom, locate, measure distances and include the capability to view information about assets' attributes from GIS.		
C	Must support multiple map services, specific to users or groups of users, to meet the various GIS needs of each division. No limits to the number or types of map services that can be utilized.		
C	Ability to locate address utilizing the City's addressing system in our GIS (City's address database)		

C	Ability to search for a feature based on an attribute			
C	Ability to select assets in the GIS map and create work orders and inspections associated with the selected assets.			
C	Ability to attach multiple assets to a single work order. Selection interface should allow for easy selection of multiple assets at once.			
C	All work activities (requests, work orders, inspections, etc.) should be displayed live on the map interface based on user preferences with a direct, real-time integration to the ESRI platform.			
C	Users should be able to open activities from the map.			
C	Ability to update asset attributes. All updates should utilize ESRI technology so as to maintain the integrity of the GIS system.			
C	Ability to track the editing user within existing GIS editor tracking fields			
C	System should be able to consume/connect to table views or joined table views published to GIS			
C	Identify if the system will consume ESRI credits from the City's ESRI account			
C	Ability to collect and store condition assessment data against an asset e.g. number of leaks, number of repairs, defects, thickness measurements, anode deterioration, safety issues, etc. for the following assets: sewer main, sewer manhole, storm manhole, storm main pavement, street light, etc.			
C	Ability to complete condition assessment in its mobile application.			

C	Captures and stores for assets the results of various inspections such as flow monitoring, I/I investigations, smoke testing, hydrant flow testing, back-flow prevention device testing, pump efficiency testing, etc.			
C	Inspections must provide flexibility for user defined fields and forms			
C	Manage asset work history within locations, and categorize assets as active, abandoned, or removed.			
C	Assign a unique identification code to each asset, incorporating existing asset IDs already in use by the City's GIS.			
C	Manage assets and asset attributes, with the ability to inventory an unlimited number of city infrastructure assets.			
I	Analyze data and auto-generate maintenance activity for assets that fall within user-defined condition scoring parameters			
I	Generate a maintenance score each time maintenance is performed on an asset			
I	Ability to hide irrelevant GIS asset fields from field worker			
I	View maintenance scoring trends over time and auto-generate activity based on maintenance scores.			
I	Quickly find all assets where the latest maintenance score is poor and auto-generate Service Orders for these assets.			
I	Score and rank in order to prioritize infrastructure maintenance and determine estimated costs to replace or repair the assets.			
I	Ability to associate documents to assets and asset groups.			

I	Ability to define custom inspection observations with weighted scoring by asset type. Generate asset condition scores based on maintenance data together with feature class data such as age, material, and other factors affecting the life expectancy of an asset. Scoring weights should be defined by City.		
I	Ability to conduct a condition analysis from within the map interface, combining inspection data and GIS attributes which results in the selection of assets based on condition score range		
I	Support ESRI's built-in GIS attachments (images, documents, etc.)		
I	Ability to bring CMMS data (work orders involving GIS assets) into City-owned published maps in Portal even if CMMS data is hosted by provider.		
I	Provide tools to easily manage work order history for any assets that are modified (split, merged, moved to a different layer/feature class) including batch editing		
I	Monitor asset condition, usage, and criticality.		
I	Ability to control available zoom scales		
I	The solution must have a real-time bi-directional feed with ArcGIS		
N	Ability to summarize asset condition by heat maps within GIS		
N	Ability to calculate Probability of Failure, Consequence of Failure, and Business Risk Exposure based on GIS attributes and visualize on a heat map		
2.1.3 Work Management Requirements			

C	System must support interface, content, and workflow customizations by City staff without programming.			
C	System should support OpenAPI standards and be capable of integrating with other city systems, as appropriate.			
C	Ability for the end user (City) to customize end user forms to facilitate a more focused user interface for each group of end users.			
C	System must have a dashboard style page configurable by each user for viewing assigned or monitored work activities. Should include: cost summaries, to do lists, charts, graphs, maps, reports, etc. should be configurable based on any number of search parameters defined by the user.			
C	Ability to access in the field on a variety of devices, including laptops, tablets and smartphones. Mobile version of the software must be a lightweight version of the application.			
C	The system is accessible from Android-based and iOS-based mobile devices.			
C	System supports asset and building location tagging/barcoding/scanning with mobile app			
C	Supports label printing			
C	Will be responsible for the integration of historical data from Cityworks and VUEWorks databases, including incorrectly imported data. Please see System Setup Services (pg. 48) for more details.			
C	Historical data from VUEWorks and Cityworks will match CMMS' interface and appear as if they were created in new software			

C	The system must provide configurable data views, including: adding, removing, and moving columns, sort columns and search and filter			
C	Work Order Routing – Describe ability to route work orders based on specified rules			
C	System must allow for exporting of work orders and other data such as labor, equipment and inventory usage			
C	Support data input with drop-down menus or lists with selection options.			
C	Ability to apply resources (labor, equipment, inventory) to non-asset related work orders. e.g. training, meetings, etc. This feature will be included in both desktop and mobile applications.			
I	Ability to pre-populate, record, and group labor, inventory, equipment, vendors			
I	Contractor access to the system as City has up to five at one time that are periodic throughout the year.			
I	Read/write feature access permissions are controlled at the user level.			
I	Ability to track time for individual users across multiple departments and divisions across multiple types of work.			
N	System supports multiple languages			
N	Has a live chat feature			
2.1.3.3 Work Management Requirements - Mobile Application				
C	Ability to create, update and close work orders in mobile view. This includes editing and deleting resources (labor, equipment, inventory)			

C	Map-based service request and work order generation		
C	Ability to attach images/photos to asset/work order for all steps, including service request, work order planning, and work order completion and closing.		
C	Link to City's GIS Assets		
C	Easy one-touch work order creation		
C	Ability to capture labor time, including hours spent per work order.		
C	Ability to execute appropriate workflows based on work order through the mobile view		
C	Ability for barcode/QR scanning to prompt users to take action on an asset or inventory item to create a work order, view history or enter usage readings.		
C	Mobile devices: Provide mobile software that is compatible with Apple iOS or Samsung Galaxy S3 or S4 tablets.		
C	Ability to attach multiple assets to a work order (up to 30+). Selection interface should allow for easy selection of multiple assets at once.		
C	Resources (labor, equipment, inventory) should easily split between multiple assets. When editing (adding or removing assets from work orders), software should have the ability to reallocate resources.		
C	Ability to easily add multiple labor (without the context of "crews" or pre-assigned groups), equipment or inventory records concurrently. Selection interface should allow easy selection of multiple labor, equipment, and inventory at once.		

C	Ability to apply resources (labor, equipment, inventory) to non-asset related work orders. e.g. Training, Meetings, etc.		
C	Ability to see full work order history for all assets		
C	Ability to control available zoom scales		
I	All desktop features should also be available on mobile		
I	Ability to quickly add multiple items at once.		
I	Ability to execute tasks in offline mode, i.e. and disconnected editing from a mobile device		
N	Capture employee device location		
N	Has a built-in timer to accurately record work order labor hours.		

2.1.3.4 Work Management Requirements - Desktop

C	Ability to create customized workflows and create parent-child relationships for related workflows.		
C	Ability to define unlimited work order activity types for any asset type.		
C	Ability to generate work orders from service requests, creating relationships between work orders, and attaching work orders to any number of assets or to locations without assets.		
C	Ability to prioritize work orders and auto generate/schedule future work orders, tasks, or reminders including preventative maintenance items		
C	Ability for personnel to select and review service requests and work orders using multiple selection and sorting criteria that include all service request and work order fields		

C	Allow work orders to include multiple assets. Selection interface should allow for easy selection of multiple assets at once.		
C	Ability to view all work activities on a map and label by priority, status, type, etc.		
C	Ability to schedule and assign preventative or routine work orders for future and planned maintenance		
C	Ability to attach multimedia files, images, and documents to work orders and assets		
C	Ability to modify (hide, relocate, repurpose, etc.) all fields on end user forms		
C	Ability to establish required fields so as to ensure data input integrity		
C	Must be able to update GIS attributes with fields from the CMMS automatically		
C	Must be able to report on total cost of maintenance for one or many selected assets		
C	Ability to auto generate work orders for items such as preventative maintenance, checklist, and reminders.		
C	Create custom workflows using a drag and drop interface to automate and streamline processes. Trigger follow-up events, route work to designated personnel, send notifications, etc.		
C	The system allows users to search existing work orders for problem type, trade, etc. when submitting work orders		
C	Ability to receive service requests from desktop or mobile devices		
C	Ability to perform batch updates to work orders		

I	Ability to prevent new work orders from being scheduled until existing work orders are completed		
I	The work order system should track parts, labor, equipment, and other costs/resources associated with the work activity		
I	Costs should be associated to assets on the work order and asset costs should be easily reportable from within the system		
I	Should support capability to dispatch work orders to individuals/work crews. Individuals/work crews should be able to access and prioritize work orders by multiple attributes.		
I	Ability to create work requests from inside the map interface		
I	Track relationship between service request and work order		
I	Ability to organize work orders and associated costs to project with a budget		
I	Easily organize projects and associate appropriate work orders within said projects		
I	Ability to assign multiple work orders to a single project		
I	Ability to view work activities on a calendar		
I	Ability for work order templates to trigger child work orders.		
I	Ability to capture and notify staff of duplicate work orders		
N	Ability to assign maintenance scores to work activity types so work tasks can be prioritized		

2.1.3.4 Work Management Requirements - Desktop (Facilities Management)

C	Allow users to track any asset, even if the asset does not exist in the geodatabase.		

C	Ability to track assets within treatment plants, vehicles, equipment, and other assets that are not typically spatial by nature.		
C	Assets can be organized into a user-defined hierarchy based on asset type and other criteria.		
C	Users can define depreciation schedules, track routine and preventive maintenance, as well as labor, inventory, and equipment costs on these assets.		
2.1.3.4 Work Management Requirements - Desktop (Capital Improvement Planning)			
C	Ability to score and rank assets in order to prioritize infrastructure maintenance		
C	Show on map which assets need replacing and the associated cost to repair or replace		
C	View current value and replacement cost for any asset or group of assets		
C	Generate reports to show status of all nested assets within buildings to show consequences of failure.		
C	Define custom depreciation schedules based on asset type		
I	Generate tabular and spatial reports to show consequences of failure.		
I	Generate reports/charts to show service over time to assets		
I	Prioritize work by assigning weight factors to each asset or asset type		
I	Ability to view which assets are nearing the end of their lifecycle and estimated repair/replacement costs for these assets.		
I	Analyze maintenance records to determine an asset's need for replacement (e.g. number of work orders performed on piece of equipment)		

N	Spatially locate assets that meet user-defined depreciation or valuation criteria and create batch Service Orders against these assets.			

2.1.3.4 Work Management Requirements - Desktop (Inspections)

C	Ability to attach or link a photo directly to an observation			
C	Ability to allow for multiple inspections per asset and store inspection results including date and inspector information for each inspection.			
C	Ability to store a link to, and view, a checklist or specific instructions for any type of inspections conducted at a location where the parcel would be the asset			
I	Ability to attach any type of documents such as, but not limited to checklists, specific instructions, safety procedures, specialized maintenance information or repair procedures to a PM template.			
I	Ability to view any type of documents such as, but not limited to checklists, specific instructions, safety procedures, specialized maintenance information or repair procedures via a PM template.			

2.1.3.4 Work Management Requirements - Desktop (Reporting)

C	Ability for the City (user) to modify pre-built reports to suit the individual needs of an organization using the included reporting tools.			
C	Ability to export reports to excel and PDF			
I	Ability to create tabular reports			
I	Ability to create map based reports			
I	Ability to create dashboards for frequently used reports			
I	Ability to build new reports by user without extra costs incurred			

I	All reports are integrated to provide administrators quick access to live reporting data.		
I	Pre-built reports to track information commonly used		
N	Auto-generated reports that occur based on predefined dates/events		
2.1.3.4 Work Management Requirements - Desktop (Inventory Management)			
C	Pre-defined groups of inventory items, defined by the type of task being performed and give users the ability to quickly add inventory items to any job being performed.		
C	Includes tools to manage materials, stock levels, equipment, purchasing and receiving across multiple locations.		
C	Provide a dedicated interface for inventory management		
C	Track purchasing and receiving details for consumable materials as well as fixed assets.		
C	System shall be able to report on current stock values, itemized inventory, transactions, usage, and back order.		
C	Work orders including inventory must influence recorded stock levels		
I	System allows email alerts based on current stock of inventory item		
I	Ability to quickly add multiple items at once.		
I	Ability to improve accuracy by pre-defining which inventory items should be used in certain scenarios and auto-populating Service Order Tasks with this information.		
I	Inventory tracking (maintain quantity/stock numbers) should not be required in software. Has ability to use inventory with the purpose of tracking complete cost of work orders.		

I	Ability to add ad-hoc materials			
2.2 System Integration Requirements				
C	Ability to integrate with QAlert			
C	Ability to integrate with Wincan system			
C	Ability to integrate with ArcGIS 10.9.1 or 11.1 - depending on when integration occurs			
C	Ability to integrate with the City's email system, Gmail			
C	Ability to integrate with ArcGIS Portal and/or ArcGIS Online			
N	Ability to integrate with ArcGIS Indoors			
2.3 System Technical Requirements				
C	System must have the option to be web-based and installed on a cloud hosted server managed by the vendor.			
C	System must support standardized identity management solutions for user account integration with existing identity stores. SAML 2.0 protocol support for the purpose of Single Sign-On (SSO).			
C	Data Center hosted in the U.S.			
C	The system is secured and backed up regularly. Describe the cadence of security-related backups.			
C	The system shall be compatible with Microsoft SQL 2008.			
C	All server components must be capable of being virtualized and must be compatible with VMware vSphere 6.7.			
I	Data centers should have, at minimum: Multiple power failure protections Redundant, load-balanced network Automatic failover			

	Advanced fire protection			
I	Data encryption at rest.			
I	Data encryption in transit.			
I	Bidder has security features in place to protect against intrusion, data leaks and attacks. At minimum, Bidder must have firewalls, intrusion detection and perform vulnerability scans and remediations.			
I	Bidder has systems in place to prevent a DDoS.			
I	Describe your RPO and RTO.			
I	Auditing: Full audit trail including date, time, and user stamp when changes are made.			
I	Date accommodation: Handle dates beginning with 1870 and extending indefinitely into the future.			
I	Data import/export: Provide import/export capability to Microsoft Office applications including MS Word, Excel, Access, and Outlook.			
I	Preference settings: Retain all system and user configuration and preference changes when upgrades are applied.			
I	Copy, cut, and paste: Support the Windows Copy, Cut, and Paste functions in every user editable field.			
I	Image display: Support image display in industry-standard formats including JPG, TIFF, and BMP.			
N	Data centers have 24x7x365 staffing and monitoring.			

	2.5 Licensing and Technical Component			
C	License to use the CMMS software will be issued to the City upon delivery of the CMMS server.			
C	State how software updates are provided to the City. If there is a license fee, the license fee for the first five calendar years following Date of Final Completion for the system installation shall be determined in the initial contract, but shall be paid on an annual basis beginning the calendar year following the completion of the project.			
C	The annual fee for technical support for the first five calendar years following the Date of Final Completion for the system installation shall be determined in the initial contract, but shall be paid on an annual basis beginning the calendar year following the completion of the project.			
I	List length of license term and describe if there is an annual license fee.			
I	Provide information on annual technical support programs, specifically outlining included and excluded services.			
I	Has an environment to test updates before they are deployed to production			

Supplemental Information Requested:

Software Characteristics and Compatibility
1.	Indicate server and database hardware/software requirements for both vendor hosted and City hosted systems.
2.	Indicate number of installs on MS-SQL Server.
3.	Cite examples where software has been successfully integrated with other CMMS such as VUEWorks, Cityworks, CRM such as QAlert, and ArcMap.
4.	What is the frequency of software updates?
5.	Describe the resources for software support and technical assistance.
6.	What is the maximum response time for technical assistance requests?

User Interface
1.	Provide examples of at least three different screen views.

Asset Management Functionality
1.	Provide screenshots to illustrate the standard fields for tracking asset information.

Work Order Processing
1.	Does the software have a limit to the number of work orders that can be created and stored?
2.	Describe process of incorporating barcoding and labeling (buildings, systems) for work order creation and asset maintenance on mobile application
3.	Describe the process of creating work orders with assets that are not geospatial.
4.	Describe how the software facilitates preventive maintenance planning. How will the software take current preventative maintenance plans that are attached to the assets with our current system and apply it to the new software?
5.	Provide examples of a standard work order (both open and closed/completed).

Capital Improvements
1.	Describe how the software addresses depreciation. Can different assets be depreciated at different rates?
2.	Does the software generate a report tracking the depreciated value of each asset?
3.	Can failure risks be individually determined for each asset?
4.	Does the software generate a report of priority assets based on failure risk?
5.	Can the software calculate renewal/replacement costs based on pre-determined and/or user-defined inflation rates?
6.	Describe how the software reports work orders on assets nested within other assets.
7.	Describe how the software can chart work orders on assets over time.
8.	Describe how the software links and stores .pdf files for warranty information.
9.	Describe how the software links and stores photographic information.

Reporting Ability
1.	Provide a list of standard reports (non-custom) generated by the software.
2.	Describe the process for creating a new report that will be used repeatedly. Is this functionality included in the basic software package or is it an add-on or third-party software?

Licensing
1.   Provide the annual licensing fee schedule for a server-hosted system.
2.   Are licenses structured by number of individual login accounts or by number of concurrent users?

System Setup Services
1.   It is required that the chosen vendor will take historic data from previous CMMS and integrate it within the new software themselves. This includes data clean-up and formatting originating from both Cityworks and VUEWorks databases. Cityworks data was incorrectly imported into VUEWorks (historical data appears as custom fields instead of being placed in appropriate locations (i.e. labor, equipment, materials sections). With this in consideration, please describe how data integration of other CMMS' will be implemented to ensure historical data will match new software's interface and is placed in the correct sections of work orders and service requests.
2.   It is required that the chosen vendor will integrate the City's current non-geospatial assets, their attributes, and existing work orders that are tied to those assets. Please describe how this process will take place.
3.   What is included in the basic setup services?
4.   List typical customization included as part of basic setup.
5.   Describe the process for data population including but not limited to employee, equipment, asset attribute information.
6.   List typical schedule for implementation.
7.   Explain the standard training offered to the Owner's staff. How many staff are included in the training proposal?
8.   List optional setup services.
9.   For each service, provide additional cost and time for implementation (as applicable).

EXHIBIT A

DISCLOSURE OF OWNERSHIP INTERESTS

The City of Evanston Code Section 1-18-1 *et seq.* requires all persons (APPLICANT) seeking to do business with the City to provide the following information with their proposal. Every question must be answered. If the question is not applicable, answer with "NA".

APPLICANT NAME: _____

APPLICANT ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

APPLICANT is (**Check One**)
( )   Corporation
( )   Partnership
( )   Sole Owner
( )   Association

Other ( ) _____

Please answer the following questions on a separate attached sheet if necessary.

SECTION I CORPORATION

1a.   Names and addresses of all Officers and Directors of Corporation.

_____

_____

_____

1b.   **(Answer only if corporation has 33 or more shareholders.)**
Names and addresses of all those shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage of shareholder interest. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material required herein.)

_____

_____

_____

1c.   **(Answer only if corporation has fewer than 33 shareholders.)**
Names and addresses of all shareholders and percentage of interest of each herein. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material requested herein.)

_____

_____

_____

SECTION 2 PARTNERSHIP/ASSOCIATION/JOINT VENTURE

2a.   The name, address, and percentage of interest of each partner whose interests therein, whether limited or general, is equal to or in excess of 3%.

_____

_____

_____

2b.   Associations: The name and address of all officers, directors, and other members with 3% or greater interest.

_____

_____

_____

SECTION 3 - TRUSTS

3a.   Trust number and institution.

_____

3b.   Name and address of trustee or estate administrator.

_____

_____

3c.   Trust or estate beneficiaries: Name, address, and percentage of interest in total entity.

_____

_____

<u>SECTION 4 ALL APPLICANTS - ADDITIONAL DISCLOSURE</u>

4a.   Specify which, if any, interests disclosed in Section 1, 2, or 3 are being held by an agent or nominee, and give the name and address of principal.

_____

_____

_____

4b.   If any interest named in Section 1,2, or 3 is being held by a "holding" corporation or other "holding" entity not an individual, state the names and addresses of all parties holding more than a 3% interest in that "holding" corporation or entity as required in 1(a), 1(b), 1(c), 2(a), and 2(b).

_____

_____

_____

4c.   If "constructive control" of any interest named in Sections 1,2, 3, or 4 is held by another party, give name and address of party with constructive control. ("Constructive control" refers to control established through voting trusts, proxies, or special terms of venture of partnership agreements.)

_____

_____

_____

I have not withheld disclosure of any interest known to me. Information provided is accurate and current.

_____   _____
Date   Signature of Person Preparing Statement

                                              _____
                                              Title

ATTEST: _____
                      Notary Public

                                                      (Notary Seal)
Commission Expires: _____

                                                                                          51

Revised 10-20 (09-17)

EXHIBIT B

ADDITIONAL INFORMATION SHEET

Proposal Name: _____

Proposal Number #: _____

Company Name: _____

Contact Name: _____

Address: _____

City,State, Zip: _____

Telephone/FAX: #_____

E-mail: _____

Comments: _____

_____

_____

_____

_____

_____

_____

EXHIBIT C

CONFLICT OF INTEREST FORM

_____, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the City of Evanston.

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder/Proposer has not disclosed any actual or potential conflict of interest, the City of Evanston may disqualify the bid/proposal.

_____
(Name of Bidder/Proposer if the Bidder/Proposer is an Individual)
(Name of Partner if the Bidder/Proposer is a Partnership)
(Name of Officer if the Bidder/Proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this _____ day of _____, 20

_____
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid / proposal.

EXHIBIT D

ACKNOWLEDGEMENT OF UNDERSTANDING

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and attached service agreements, and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this document, the Proposer hereby certifies that they are not barred from bidding on this contract as a result of bid rigging or bid rotating or any similar offense (720 ILCS S/33E-3, 33E-4).

Authorized Signature:	**Company Name:**	
Typed/Printed Name:	**Date:**	
Title:	**Telephone Number:**	
Email:	**Fax Number:**	

Revised 10-20 (09-17)

EXHIBIT E

ANTI-COLLUSION AFFIDAVIT AND PROPOSER'S CERTIFICATION

_____, being first duly sworn,

deposes and says that he is _____

(Partner, Officer, Owner, Etc.)

of _____

(Proposer)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

_____

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this _____ day of _____, 20

_____

Notary Public

Commission Expires: _____

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

EXHIBIT F

CITY OF EVANSTON M/W/D/EBE POLICY

A City of Evanston goal is to provide contracting and sub-contracting opportunities to Minority Business Enterprises, Women Business Enterprises, Disadvantaged and Evanston Business Enterprises. The goal of the Minority, Women, Disadvantaged and Evanston Business Enterprise Program (M/W/D/EBE) is to assist such businesses with opportunities to grow. To assist such growth, the City's goal is to have general contractors utilize M/W/D/EBEs to perform no less than 25% of the awarded contract.

Firms bidding on projects with the City must work to meet the 25% goal or request a waiver from participation. It is advised that bidders place advertisements requesting sub-contractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston's Business Diversity Section http://www.cityofevanston.org/business/business-diversity/ (Sample Advertisement). If you request a paper copy of the additional documents, it will be available free of charge from the Purchasing Office, 2100 Ridge Road Suite 4200, Evanston, IL 60201.

If a bidder is unable to meet the required M/W/D/EBE goal, the Bidder must seek a waiver or modification of the goal on the attached forms. Bidder must include:
1.   A narrative describing the Bidder's efforts to secure M/W/D/EBE participation prior to the bid opening.
2.   Documentation of each of the assist agencies that were contacted, the date and individual who was contacted, and the result of the conversation (see form)
3.   A letter attesting to instances where the bidder has not received inquiries/proposals from qualified M/W/D/EBEs
4.   Names of owners, addresses, telephone numbers, date and time and method of contact of qualified M/W/D/EBE who submitted a proposal but was not found acceptable.
5.   Names of owners, addresses, telephone numbers, date and time of contact of at least 15 qualified M/W/D/EBEs the bidder solicited for proposals for work directly related to the Bid prior to the bid opening (copies must be attached).

If a bidder is selected with a Sub-contractor listed to meet the M/W/D/EBE goal, a "monthly utilization report" will be due to the City prior to each payment being issued to the Contractor. This report will include documentation of the name of the firm hired, the type of work that firm performed, etc. Should the M/W/D/EBE not be paid according to the schedule proposed in this document, the City reserves the right to cancel the contract. Examples of this monthly form can be found on the City's website: http://www.cityofevanston.org/business/business-diversity/ (MWDEBE Monthly Utilization Report).

Revised 10-20 (09-17)

<u>EXHIBIT G</u>

M/W/D/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

_____ (Name of firm) intends to participate as a Subcontractor or General Contractor on the project referenced above.

This firm is a (check only one):

_____ Minority Business Enterprise (MBE), a firm that is at least 51% managed and controlled by a minority, certified by a certifying agency within Illinois.

_____ Women's Business Enterprise (WBE), a firm that is at least 51% managed and controlled by a woman, certified by a certifying agency within Illinois.

_____ Disadvantaged Business Enterprise (DBE), a firm that is at least 51% managed and controlled by a disadvantaged, certified by a certifying agency within Illinois.

_____ Evanston Based Enterprise (EBE), a firm located in Evanston for a minimum of one year and which performs a "commercially useful function".

Total proposed price of response $_____

Amount to be performed by a M/W/D/EBE $_____

Percentage of work to be performed by a M/W/D/EBE _____%

Information on the M/W/D/EBE Utilized:

Name _____

Address _____

Phone Number _____

Signature of firm attesting to participation _____

Title and Date _____

Type of work to be performed _____

Please attach:
1.   Proper certification documentation if applying as a M/W/DBE and check the appropriate box below. This M/W/DBE will be applying with documentation from:

❑ Cook County   ❏ State Certification
❏ Federal Certification ❏ Women's Business Enterprise National Council
❏ City of Chicago   ❏ Chicago Minority Supplier Development Council

2.   Attach business license if applying as an EBE

Revised 10-20 (09-17)

EXHIBIT G

M/W/EBE UTILIZATION SUMMARY REPORT

The following Schedule accurately reflects the value of each MBE/WBE/DBE/EBE sub-agreement, the amounts of money paid to each to date, and this Pay Request. The total proposed price of response submitted is _____.

MBE/WBE/DBE/EBE FIRM NAME	FIRM TYPE (MBE/WBE/ DBE/EBE)	SERVICES PERFORMED	AMOUNT OF SUB-CONTRACT	PERCENT OF TOTAL CONTRACT AMOUNT
			$	
			$	
			$	
			$	
			$	
			$	
			$	
			$	
			$	
			$	
			$	
			$	
			$	
			$	
TOTAL			$	

EXHIBIT H

M/W/D/EBE PARTICIPATION WAIVER REQUEST

I am _____ of _____, and I have authority to
       (Title)   (Name of Firm)

execute this certification on behalf of the firm. I _____ do
                                          (Name)

hereby certify that this firm seeks to waive all or part of this M/W/D/EBE paritcipation goal

for the following reason(s):

(CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE ATTACHED.)

_____   1. No M/W/D/EBEs responded to our invitation to bid.

_____   2. An insufficient number of firms responded to our invitation to bid.

> **For #1 & 2, please provide a narrative describing the outreach efforts from your firm and proof of contacting at least 15 qualified M/W/D/EBEs prior to the bid opening. Also, please attach the accompanying form with notes regarding contacting the Assist Agencies.**

_____   3. No sub-contracting opportunities exist.

> **Please provide a written explanation of why sub-contracting is not feasible.**

_____   4. M/W/D/EBE participation is impracticable.

> **Please provide a written explanation of why M/W/D/EBE participation is impracticable.**

Therefore, we request to waive _____of the 25% utilization goal for a revised goal of _____%.

Signature:_____   Date: _____
            (Signature)

EXHIBIT I

M/W/D/EBE Assistance Organizations ("Assist Agencies") Form

AGENCY	DATE CONTACTED	CONTACT PERSON	RESULT OF CONVERSATION
Association of Asian Construction Enterprises (AACE) 5500 Touhy Ave., Unit K Skokie, IL. 60077 Phone: 847-525-9693 Perry Nakachii, President			
Black Contractors United (BCU) 400 W. 76th Street Chicago, IL 60620 Phone: 773-483-4000; Fax: 773-483-4150 Email: bcunewera@ameritech.net			
Chicago Minority Business Development Council 105 West Adams Street Chicago, Illinois 60603 Phone: 312-755-8880; Fax: 312-755-8890 Email: info@chicagomsdc.org Shelia Hill, President			
Evanston Minority Business Consortium, Inc. P.O. Box 5683 Evanston, Illinois 60204 Phone: 847-492-0177 Email: embcinc@aol.com			
Federation of Women Contractors 5650 S. Archer Avenue Chicago, Illinois 60638 Phone: 312-360-1122; Fax: 312-360-0239 Email: FWCChicago@aol.com Contact Person: Beth Doria Maureen Jung, President			
Hispanic American Construction Industry (HACIA) 901 W. Jackson, Suite 205 Chicago, IL 60607 Phone: 312-666-5910; Fax: 312-666-5692 Email: info@haciaworks.org			
Women's Business Development Ctr. 8 S. Michigan Ave, Suite 400 Chicago, Illinois 60603 Phone: 312-853-3477 X220; Fax: 312-853-0145 Email: wbdc@wbdc.org Carol Dougal, Director			

PLEASE NOTE: Use of M/W/D/EBE Assistance Organizations ("Assist Agencies") Form and agencies are for use as a resource only. The agencies and or vendors listed are not referrals or recommendations by the City of Evanston.

Revised 10-20 (09-17)

EXHIBIT J

Professional Services Agreement Acknowledgement Page

The City has attached its standard professional services agreement as an exhibit to this RFP. Identify all exceptions to the agreement that would prevent your firm from executing it. **The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer's response.** *Please check one of the following statements:*

_____I have read the professional services agreement and plan on executing the agreement without any exceptions.

My firm cannot execute the City's standard professional service agreement unless the exceptions noted below or in the attached sample professional services agreement are made.
***Please be aware that submitting exceptions to the contract may impact the likelihood of your firm being selected to perform this work.**

List exceptions in the area below:

_____

_____

_____

_____

_____

_____

_____

_____

| **Authorized Signature:** | _____ | **Company Name:** | _____ |
| **Typed/Printed Name and Title:** | _____ | **Date :** | _____ |

Revised 10-20 (09-17)

EXHIBIT J

Consultant Certification and Verification

I certify in accordance with the Professional Services Agreement, the agents, employees and subcontractors of [CONSULTANT FIRM] are in compliance and will comply with City work rules and policies applicable to City employees while they are on City property, including the City's Workplace Harassment Policy; COVID-19 Vaccination Policy; and Sexual Harassment Policy. I further certify that the agents, employees and subcontractors of [CONSULTANT FIRM] are in compliance with OSHA emergency temporary standard to protect workers from coronavirus.
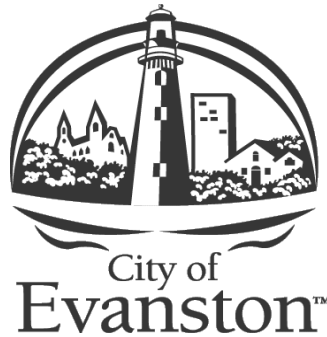
CONSULTANT:

By _____

Its: _____

FEIN Number: _____

Date: _____

EXHIBIT J

CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT
The parties referenced herein desire to enter into an agreement for professional services for
Computerized Maintenance Management System (CMMS) Procurement
("the Project")
RFP Number: 23-29

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this ___ day of _____, 20___, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the "City"), and *[Insert Professional Service Provider's name here]*, with offices located at *[Insert address here]*, (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed $*[Insert fee here]*.

I.   COMMENCEMENT DATE

Consultant shall commence the Services on _____ or no later than three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.

II.   COMPLETION DATE

Consultant shall complete the Services by _____. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

III. PAYMENTS

City shall pay Consultant those fees as provided here: Payment shall be made upon the completion of each task for a project, as set forth in Exhibit A – Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

IV.   DESCRIPTION OF SERVICES

Consultant shall perform the services (the "Services") set forth here: Services are those as defined in Exhibit A, the City's Request for Proposal/Qualifications No. # (Exhibit B) and Consultant's Response to the Proposal (Exhibit C). Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

V.   GENERAL PROVISIONS

A.   Services.   Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall take into account any and all applicable plans and/or specifications furnished by City, or by others at City's direction or request, to Consultant during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Consultant shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City while working and to perform its Services in a manner which does not unreasonably interfere with the City's business and operations, or the business and operations of other tenants and occupants in the City which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith. If requested by City, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the City, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its sub-consultants provide false information, or fail to be or remain in compliance with this Agreement; the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance

guarantees as respects Consultant's work and all indemnity and insurance requirements.

The Consultant shall obtain prior approval from the City prior to sub-contracting with any entity or person to perform any of the work required under this Agreement. If the Consultant sub-contracts any of the services to be performed under this Agreement, the sub-consultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Consultant shall be responsible for the accuracy and quality of any sub-consultant's work.

All sub-consultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every sub-consultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by the City, any of its departments, and/or OSHA relative to this Project, as necessary. Consultant shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified by a writing approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

B.   Representation and Warranties. Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services; (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

C.   Breach/Default. Any one of the following events shall be deemed an event of default hereunder by Consultant, subject to Consultant's right to cure:

1.   Failure to perform the Services as defined in Paragraph A above and contained within Exhibit A;
2.   Failure to comply with any other of the General Provisions contained within this contract.

Consultant, within thirty (30) days, shall have the right to cure any default herein listed at its own expense, including completion of Services or the replacement or termination of any agent, employee, or sub-contractor as a result of any violation of

the General Provisions contained herein.

D.   Remedy.   City does not waive any right to exercise any option to cure any breach or default on the part of contractor, including but not limited to injunctive relief, an action in law or equity or termination of this Agreement as outlined in Paragraph E of this section.

E.   Termination.   City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination.   Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCAD Version 2007, PDF, ARTView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

F.   Independent Consultant. Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City, including but not limited to all policies and work rules applicable to City employees while on City property such as the Workplace Harassment Policy; COVID-19 Vaccination Policy; and Drug and Alcohol Policy. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto. Consultant shall certify that its agents, employees and subcontractors are in compliance with City work rules applicable to City employees while on City property. Failure to certify or violation of work rules is subject to the Default provisions of Paragraph C.

G.   Conflict of Interest.   Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to City and consented to in writing to City.

H.   Ownership of Documents and Other Materials. All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCAD Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant's own general reference.

I.   Payment. Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.

J.   Right to Audit. Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

K.   Indemnity. Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's sub-contractors, employees, agents or sub-contractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the

defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation,* 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-consultants' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

L.   Insurance. Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder: (1) worker's compensation in statutory limits and employer's liability insurance in the amount of at least $500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than $3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than $1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least $1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy (ies) which

name the City as an Additional Insured for all of Consultant's Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its sub-contractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant.

Consultant acknowledges and agrees that if it fails to comply with all requirements of this Section, that the City may void this Agreement.

M.   Confidentiality.   In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemption to the disclosure of such records or part thereof is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

N.   Use of City's Name or Picture of Property.   Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of City's name nor the name of any affiliate of City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party.

O.   No Assignments or Sub-contracts.   Consultant shall not assign or sub-contract all or any part or its rights or obligations hereunder without City's express prior written approval. Any attempt to do so without the City's prior consent shall, at City's option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.

P.   Compliance with Applicable Statutes, Ordinances and Regulations. In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Consultant's officers, employees, sub-contractors, or agents.   Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

Q.   Liens and Encumbrances.   Consultant, for itself, and on behalf of all sub-contractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law mechanics' materialmen's' or other such lien claims, or rights to place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all sub-contractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied or used by Consultant and/or any other person in connection with the Services undertaken by consultant hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any sub-consultant, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

R.   Notices. Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, Attention: Purchasing Division and to Consultant at the address first above set forth, or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.

S. Attorney's Fees. In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

T. Waiver. Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.

U. Severability. In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

V. Choice of Law. The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.

W. Time. Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

X. Survival. Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared non-responsible and therefore ineligible for future contracts or sub-contracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the contract, the Consultant agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any

such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

B. That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 *et. seq.),* that it has a written sexual harassment policy that includes, at a minimum, the following information:

A. The illegality of sexual harassment;

B. The definition of sexual harassment under State law;

C. A description of sexual harassment utilizing examples;

D. The Consultant's internal complaint process including penalties;

E. Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and

F. Protection against retaliation as provided to the Department of Human Rights.

VIII. CONSULTANT CERTIFICATIONS

A. Consultant acknowledges and agrees that should Consultant or its sub-consultant provide false information, or fails to be or remain in compliance with the Agreement, the City may void this Agreement.

B. Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.

C. If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction.

D. Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any

72

admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).

E.   In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

F.   Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

G.   If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.

H.   Consultant certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

IX.   INTEGRATION

This Agreement, together with Exhibits A, B, C, and D sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

CONSULTANT:

CITY OF EVANSTON
2100 RIDGE AVENUE
EVANSTON, IL 60201

By: _____

By:_____
    Luke Stowe

Its: _____

Its: City Manager

FEIN Number: _____

Date:_____

Date: _____

Approved as to form:

By: _____

    Nicholas E. Cummings
Its: Corporation Counsel

Revision: April 2021

EXHIBIT A – Project Milestones and Deliverables

This EXHIBIT A to that certain Consulting Agreement dated _____ between the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois, 60201("City") and _____ ("Consultant") sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

I.   **COMMENCEMENT DATE:** _____

II.   **COMPLETION DATE:** _____

III.   **FEES:**

IV.   **SERVICES/SCOPE OF WORK:**

As defined in RFP #23-29 (Exhibit B) and Consultants Response to Proposal
(Exhibit C)
Dated: _____

Registering for DemandStar

DEMANDSTAR
Building Communities.

We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1 REGISTER

Go to:
https://www.demandstar.com/registration

Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Your email address here

Company Name

Your company name here

I accept the DemandStar Terms of Use and Privacy Policy

Next

2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

← Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis   ⊗

Narrow down your search by selecting a state and county.

State   **County**

Select State   ▼   Select County   ▼

○ City of Metropiolis – Board of Commisioners

○ City of Metropolis Purchasing

⦿ Metropolis Technical College

3 CHECK OUT

Check out with your **FREE AGENCY** Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

You have chosen Metropolis Technical College as your free agency. Add additional government agencies below for $25 per County, Statewide and National subscriptions available.

My Subscriptions 🛒 [0]

Nation (0)

States (0)

Counties (0)

		Your Current Rate
Total	(0 subscriptions)	**$0/year**

Proceed to Checkout

Skip for Now

SIGN UP

Visit www.demandstar.com

DEMANDSTAR
Building Communities.

(E-bidding) Electronic Bidding Instructions

Introduction

To submit a bid electronically (e-bidding) on DemandStar

- The project **MUST** be setup for e-bidding by the government agency advertising the opportunity

Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due ▽	Name	Actions
RFP-2019-01-0-2019/df	Town of Malabar	Active	5/15/2019	5/31/2019	Malabar Parks and Recreation Board Memorial Wall Project	**Planholders, Download/Order, Details**
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching "Backpa Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	**E-Bidding, Planholders, Download/Order, Details**

How to check if it is an e-bidding opportunity

- Not all opportunities posted on DemandStar by government are available for e-bidding

- Those that are available for you to electronically bid will list "e-bidding" as an available "ACTION" when you look at the project details

In order to do e-bidding

1. Click on "E-bidding" in the actions column

Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due ▽	Name	Actions
RFP-2019-01-0-2019/df	Town of Malabar	Active	5/15/2019	5/31/2019	Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching "Backpa Gas Masks and Gas Mask Cartrid s for the Police Department JAG Grant Funded	E-Bidding, Planholders, Download/Order, Details

In order to do e-bidding

2. Enter you contact information and enter in all required fields

Note: You **MUST** put a number of the "BID AMOUNT" box. However, that number can be 0 so as to allow for a more detailed descriptions of your bid through your uploaded documents.

Contact Information

*indicates required fields

Company Name *	Sample DBE Company
Address 1 *	509 Olive Way
Address 2	
City *	Seattle
State *	WA - Washington
Postal Code *	98101
Phone *	2063739233
Fax	2063739233
Country *	United States of America
Bid Amount *	0
Alternate Bid Amount	
Notes	

In order to do e-bidding

- In the agency required documents section – check the documents you intend on uploading and fulfilling. By checking these boxes this is **ONLY** an acknowledgement of how you will fulfill the requirement. You still have to upload the documents.

Required Documents

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online) and which ones you will submit directly to the agency (offline).

Agency Required Documents

Document	None	Online/ Electronic	Offline/ Manual	Not submitting
_	◆	✓	▣	•
Bid Reply	○	◉	○	○
Checklist	○	◉	○	○
Subcontractor List	○	◉	○	○
Current Workload, List of Projects and Completion Dates	○	◉	○	○
Questionnaire	◉	○	○	○
Drug Free Workplace Form	◉	○	○	○

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In order to do e-bidding

Upload your response documents in an accepted file format

Make sure that you have covered and uploaded all the required documents

E-Bid Response Documents

Agency Name	City of Port St. Lucie, Procurement Management Department
Bid Number	EBID-20190077-0-2019/HF
Bid Name	Purchase Breaching "Backpack" Kits, Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded
Bid Due Date	5/31/2019 3:00:00 PM Eastern time
Bid Opening	14 days, 21 hours, 45 minutes, 5 seconds

No response documents uploaded

Agency Accepted File Formats

Formats
- Adobe Acrobat (*.PDF)
- Microsoft Excel (*.XLS)
- Microsoft Excel (*.XLSX)
- Microsoft PowerPoint (*.PPT)
- Microsoft Word (*.DOC)
- Microsoft Word (*.DOCX)

Upload Electronic Documents

* indicates required fields

Document Title *

Specify Upload Document * Choose File No file chosen

(Type the path of the document, or click the Browse button.)

Upload

In order to do e-bidding

Once you decide you've uploaded all your documents that you would like to submit, make sure you click the **NEXT** button at the bottom of the screen

E-Bid Response Documents

Agency Name	City of Port St. Lucie, Procurement Management Department	
Bid Number	EBID-20180218-0-2018/jer	
Bid Name	Sculpture on Lawn at City Hall Temporary Art Installation	
Bid Due Date	1/9/2019 2:00:00 PM Eastern time	
Bid Opening	100 days, 1 hour, 20 minutes, 11 seconds	

	Document Title	Format	Size	Uploaded	Status	Action
1	E-Bidding for Suppliers	Microsoft Word	12 Kb	10/1/2018 9:39:50 AM	Complete	View, Remove

Agency Accepted File Formats

Formats
Adobe Acrobat (*.PDF)
Microsoft Excel (*.XLS)
Microsoft Excel (*.XLSX)
Microsoft PowerPoint (*.PPT)
Microsoft Word (*.DOC)
Microsoft Word (*.DOCX)

Upload Electronic Documents

* indicates required fields

Document Title * [ ]

Specify Upload Document * [ ] Browse

(Type the path of the document, or click the Browse button.)

[Upload]

Your document has successfully uploaded but your response is not yet complete. You must still click 'Submit Response' on Bid Response Details page in order to complete your response and receive a confirmation

[Next >]
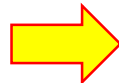
Completing your e-bid submittal

- Please **VERIFY** that you have attached **ALL** the required documents

- Click on the **Submit Response** button to complete your e-bid

Agency Required Documents   EDIT

    1. **Bid Reply** (Electronic/Online) ✓
    2. **Checklist** (Electronic/Online) ✓
    3. **Subcontractor List** (Electronic/Online) ✓
    4. **Current Workload, List of Projects and Completion Dates** (Electronic/Online) ✓
    5. **Questionnaire** (Electronic/Online) ✓
    6. **Drug Free Workplace Form** (Electronic/Online) ✓
    7. **Current Certificate of Insurance** (Electronic/Online) ✓
    8. **License/Certification to do Described Work** (Electronic/Online) ✓
    9. **Reference Check Form** (Electronic/Online) ✓
    10. **E-Bid Reply Excel Spreadsheet** (Electronic/Online) ✓
    11. **E-Bid Bond** (Electronic/Online) ✓
    12. **Vendor Code of Ethics** (Electronic/Online) ✓
    13. **W-9 form** (Electronic/Online) ✓

Uploaded Documents   EDIT

    1. test document upload to ensure ebidding active

E-Bid Confirmation

After clicking "Submit Response" the following process will begin:

- **We will verify that your response is complete as entered.**
- **You will see a confirmation page with your confirmation number and date/time stamp of your upload.**
- **You will receive a confirmation e-mail indicating a successful response submittal.**
- **You may track your response submission under the View Responses page.**

If you do not receive any of the above, please call Supplier Services at (206) 940-0305.

<< Return   Submit Response

Confirmation of Response

- When you complete you will receive a confirmation

- This is a confirmation that what you uploaded will be visible to the agency when the bid closes, **this is not** a confirmation that all your documents were fill out or submitted correctly

E-Bid Response Details

Agency Name	City of Port St. Lucie, Procurement Management Department
Bid Number	EBID-20180218-0-2018/jer
Bid Name	Sculpture on Lawn at City Hall Temporary Art Installation
Bid Due Date	1/9/2019 2:00:00 PM Eastern time
Bid Opening	100 days, 1 hour, 6 minutes, 46 seconds
Response #	15104
Results	Your bid response is submitted.

<< Return

Post Submission Edits

If you feel like you missed something or need to make a change you can go back to your submittal response and edit your e-bid. By clicking on "DETAILS" then "EDIT" the section you wish

Bid Identifier	Agency Name	Bid Status	Broadcast	Date Due ▽	Name	Status	Actions
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching "Backpack" Kits, Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	Incomplete	Details, Bid, History

Contact Information   EDIT

Company Name	Sample DBE Company
Address 1	509 Olive Way
Address 2	
City	Seattle
State	Washington
Postal Code	98101
Phone	2063739233
Fax	2063739233
Country	United States of America
Bid Amount	$0.00
Alternate Bid Amount	
Notes	

Agency Required Documents   EDIT

1. **Bid Reply** (Electronic/Online) ✓

DemandStar E-Bidding: Frequently Asked Questions

- Do suppliers need to be registered with DemandStar to participate in e-bidding?
  Yes. But if they don't already have an account with DemandStar, they can sign up and either
  - Be a subscriber for only your agency, at no charge, and be able to download documents at no charge and then receive notifications that match their commodity codes
  - Be a "basic supplier" for free - who researches on our platform and then pays $5 to download all documents, thus becoming a plan holder
  - Be a paid subscriber for a county, state, national and receive notifications from all included agencies

- Can suppliers respond with document uploads or do they simply fill in forms?
  Yes, they may respond with document uploads that are available to you via the DemandStar platform.

- What type of E-Bidding Documents can be uploaded?
  Acceptable file formats for sending back documents that the city will accept:

E-Bidding Documents

Document Types	Bidding Documents - Exhibits Pricing Bid Bond
File Formats	Adobe Acrobat (*.PDF) Microsoft Excel (*.XLS) Microsoft Excel (*.XLSX) Microsoft PowerPoint (*.PPTX) Microsoft PowerPoint (*.PPT) ZIP Compressed Archive (*.ZIP)

- Is there a maximum file size that I can upload?
  Vendors can simply upload a single file or multiple documents as long as it doesn't exceed 100 MBs (single or multiple files)

- After a bid opening, what document(s) are made public by DemandStar?
  None. Only the agency can see the vendor responses so you are the only ones who will determine what you want to download and make public.

- Who do I call if I have questions or problems with the DemandStar?
  The City strongly encourages each respondent to setup their account and to explore the eBidding module at least a couple of days before the bid due date.

  If you have questions or issues creating your account, accessing the eBidding module or submitting your bid prior to the bid due date, please contact DemandStar at 866.273.1863 or by email at hello@demandstar.com.