



REQUESTS FOR PROPOSALS

Adjudication Management Software for the
Village of Oswego

Village locations;

Village Hall; 100 Parkers Mill

Public Works Offices; 100 Theodore

Police Station; 3525 Rt. 34

Must be submitted by Thursday, February 26th, 2015

**LEGAL NOTICE
INVITATION TO SUBMIT PROPOSAL
TO PROVIDE ADMINISTRATIVE ADJUDICATION SOFTWARE**

Proposals for Administrative Adjudication software for the Village of Oswego are being solicited to assist the Village with Administrative Adjudication and to enhance the overall efficiency of operations, transparency in government and public access. Proposals are due Thursday, February 26th, 2015 no later than 4:00 p.m. Proposals not physically received by the Village by 4:00 p.m., Thursday, February 26th, 2015 will be returned, unopened to the respective firm. All proposals should be addressed to:

Village of Oswego
Re: (vendor name)
Proposal for the Village of Oswego, "Administrative Adjudication Software"
Attention: Tina Touchette
Village Clerk
100 Parkers Mill
Oswego IL 60543

Term of Engagement

An agreement for purchasing a software solution between the Village of Oswego and the selected firm for the Administrative Adjudication Software will be entered into upon Village Board approval at a Village Board meeting in April, 2015. Interviews/Demos of selected firms will be scheduled in early March, 2015. Project completion is desired to be completed by July 31st, 2015 or a mutually agreed upon date with the selected Vendor.

SPECIFICATIONS

Adjudication Management Software

DEFINITIONS:

The Term "Village" whenever used in the agreement documents shall be construed to mean the Village of Oswego.

Conditions:

The Vendor is responsible for being familiar with all conditions, instructions, and documents governing this agreement. Failure to make such preparations shall not excuse the Vendor from performance of the duties and obligations imposed under the terms of this agreement.

Insurance Requirements:

The Vendor may be required to meet the Village of Oswego insurance requirements. Unless otherwise specified, the Vendor shall, before commencing any work, provide a certificate of Insurance to the Village of Oswego naming the Village as an additionally named insured in the following minimum amounts with specific coverage.

- Commercial General Liability Insurance Coverage of not less than one million dollars (\$1,000,000.00) in the aggregate,
- Worker's Compensation Insurance with limits as required by the applicable statutes of the State of Illinois,
- Commercial Automobile Liability Insurance covering Vendor's owned, non-owned, and leased vehicles with coverage limits of not less than one million dollars (\$1,000,000.00) per accident, and
- Umbrella or Excess Liability Insurance coverage of not less than one million (\$1,000,000.00) per occurrence.

Vendor may also be required to comply with the Prevailing Wage Act.

Background:

The Village of Oswego is currently utilizing a software package for local adjudication. This current software solution is an on-premise solution located at the Oswego Village Hall. The current server that the software is installed on has reached end of life. The software is browser based and in its current state the software is not browser agnostic; It utilizes internet explorer 9 for all data input. However, the software does operate on an SQL database. The current software package does not contain a payment web portal, nor does it have an open database connection for accessing other database management systems. The Village has about ten staff members that use the adjudication software on a daily basis. The Village uses the adjudication software primarily with the Oswego Police Department. Other Village departments that use the Adjudication software are: Building and Zoning Department, Finance Department, Administration Department, and the Village Clerks Office.

Scope of Work:

The Village of Oswego is seeking a vendor to implement an Administrative Adjudication software. The vendor will migrate all of the Villages current data out of the existing SQL database and into the new software's database. The bullet points below signify the requirements of what the adjudication software must be capable of for the Village of Oswego.

- Business name
- Business address
- Mailing address
- Phone/fax/email
- Business owner name, address, phone and email
- Primary contact incl. name, address, phone and email
- Building owner name, address, phone and email
- Business Registration number
- Key holders to be contacted in emergencies (we allow up to 3 on our application)
- Security alarm company name, address and phone
- Fire Alarm company name, address and phone
- Total square feet of business`
- Home or commercial business classification
- New, renewal, or new existing business
- Fees
- Whether they are listed on the Village of Oswego's website
- Interested in bidding on RFP projects and email address for notification

- If the business is a non-for-profit
- Certificate of occupancy/change of occupancy issued
- Comments section
- Dates the registration certificate sent; when the bus. reg. and CO paperwork were mailed or distributed; second or third attempts to contact regarding bus. reg.; when received bus. reg. paperwork; when rec'd CO paperwork; final inspection scheduled; when final CO issued; ticket date; ticket#; date sent to collections and the amount.
- Businesses not required to register
- Vacant properties
- Addresses not in the Village
- Keep the court docket
- Track paid and unpaid tickets
- Report on tickets/unpaid tickets by address and ability to export files
- Print collection notices through system
- Export all unpaid tickets to collections
- Report on unpaid tickets in collection by date range and ability to export files
- Print Court Decision letter after court is rolled
- Rolling court process and add court fines to unpaid tickets from court date
- Print Court Receipts
- Create and print Continuance letter
- Create and print Appearance letter (like a subpoena for court)
- Create and print Petition to Set Aside Default letter
- Unpaid ticket report (prior to the court date)
- ODBC-compliant (ability for other management software to access database)
- General Ledger export into Village Financial software (Currently - Harris' MSI software)
- Browser Agnostic (if browser based)
- Create and run reports for history on a location
- Create and run reports for history on person
- Create and run reports for history on an address
- Cloud Based system architecture.

The Village staff would also like the system to be able to do the following, but are not a requirement:

- Database Type – SQL
- Whether the business has video surveillance cameras
- If cameras are interior or exterior
- If camera have data recorders and what the retention period is
- Sprinkler system
- Hazardous materials and type
- Watch dog
- Safe
- Guns
- Zoning type and date of zoning
- Ability to export file for Collection agencies

The selected vendor's will provide demos of their software on dates defined by both the Village and the vendor.

The Vendor will be available to present their solution, if requested, to the Village Board.

Manner of Payment

The Village of Oswego follows the Illinois “Prompt Payment Act” established by Illinois State Statutes (50 ILCS 505/1 et seq.) and, as such, the Village Board approves invoices within thirty (30) days after receipt of the invoice and sends payment within thirty (30) days after the invoice has been approved by the Village Board.

Billing/invoicing:

All billing and invoicing for services rendered shall be negotiated between the parties.

Village Ordinances

The Vendor will strictly comply with all ordinances of the Village of Oswego and laws of the State of Illinois.

Rejection of Proposals:

- A. The Village reserves the right to cancel invitations for proposals or requests for proposals without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.
- B. The Village reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, to negotiate changes and/or modifications with the selected firm. The Selected Firm will be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed.
- C. Proposals may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

Award of Bid:

All proposals will be reviewed and a recommendation shall be prepared and forwarded to the Village Board for approval. The selection will be determined by the Oswego Village Board in an April, 2015 board meeting.

Firm Qualifications and Experience

The proposal should state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the staff to be employed in this engagement on a full-time and/or part-time basis.

The firm should identify the principal supervisory and/or management staff who would be assigned to this contract and available at all times. The firm should also provide information on the relevant experience of its firm on similar engagements as defined in the Scope of Work. Examples of final work products on similar engagements may be helpful in the selection process.

Additional Items**Indemnification**

To the fullest extent permitted by law, Vendor shall indemnify, defend, save and hold the Village, its trustees, officers, employees, agents, attorneys and lenders (collectively the "Indemnitees") harmless from and against all loss and expense (including, but not limited to, reasonable attorney's fees and other costs and expenses) by reason of the liability imposed by law upon the Indemnitees, or any of them, for damages because of bodily injury, occupational sickness or disease, including death, resulting therefrom, sustained by any employees of Vendor or sub Vendors, while performing the work or while at the site where work under the Contract is being conducted or elsewhere, while engaged in the performance of Work under the Vendor, or sustained by any person or persons other than employees of Vendor, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the Indemnitees, or any of them, or claims for property damage because of injury to or destruction of tangible property, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the work or the site, or the condition of the work, the site, adjoining land or driveways, or streets or alleys used in connection with the performance of the work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section includes, subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an Indemnitee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnitee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights.

The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence. If any, to the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the Village is otherwise entitled to assert.

Sexual Harassment

During the entire term of the contract, Vendor shall have in full force and effect a written Sexual Harassment Policy, which complies with the Illinois Human Rights Act (775- ILCS 5/1-101 et.seq.) including at least the following: 1) a statement on the illegality of sexual harassment; 2) the definition of sexual harassment under Illinois Law; 3) a description of sexual harassment, utilizing examples; 4) an internal complaint process, including penalties; 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission"); 6) directions on how to contact the Department and the Commission; and 7) protection against retaliation as provided by Section 6-101 of the Act.

DRUG FREE WORKPLACE

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The Vendor certifies and agrees that it will provide a drug free workplace by:

Publishing a Statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Vendor's workplace.
 1. Specifying the actions that will be taken against employees for violations of such prohibition.
- B. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- C. Establishing a drug free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Vendor's policy for maintaining a drug free workplace;
 3. Available counseling, rehabilitation, or assistance programs; and
 4. Penalties imposed for drug violations.
- D. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
- E. Notifying the contracting agency within ten (10) days after receiving notice of any violations as listed above.
- F. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- G. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- H. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
- I. The Vendor will be required to sign a Drug Free Workplace Certification.

NON-COLLUSION

The Vendor is barred from bidding for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts. The Vendor will be required to sign the Non-Collusion Certification.

COMPLIANCE WITH LAWS AND REGULATIONS

In connection with the performance of the work, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Consultant.

DRUG FREE WORKPLACE CERTIFICATION

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The Vendor certifies and agrees that it will provide a drug free workplace by:

Publishing a Statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Vendor's workplace.

- B. Specifying the actions that will be taken against employees for violations of such prohibition.
- C. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- D. Establishing a Drug Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Vendor's policy for maintaining a drug free workplace;
 - 3. Available counseling, rehabilitation, or assistance programs; and
 - 4. Penalties imposed for drug violations.
- E. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
- F. Notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- G. Imposing a sanction on, or requiring the satisfactory participation in a Drug Abuse Assistance or Rehabilitation Program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- H. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- I. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

 (Printed name of Consultant)

 Address

 City State Zip Code

 Signature of Authorized Representative

 Title Date

NON-COLLUSION CERTIFICATE

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

(Printed Name of Consultant)

Address

City

State

Zip Code

Signature of Authorized Representative

Title

Date

REFERENCES

General Information, list below current business references for whom you have performed work similar to that required by this proposal.

Entity: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Entity: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Entity: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

If additional sheets are needed, please make copies.