

Village of Montgomery

Village of Oswego

United City of Yorkville

REQUESTS FOR PROPOSALS

Consolidated Fleet Management Study

August 4, 2016

LEGAL NOTICE
INVITATION TO SUBMIT PROPOSALS
TO CONDUCT A COMMUNITY SURVEY

The Villages of Montgomery and Oswego, and the United City of Yorkville, Illinois, are jointly issuing this Request for Proposals for the purpose of selecting a qualified firm to conduct a fleet analysis and make recommendations for shared or consolidated fleet management for the three municipalities.

A scope of services is included in the proposal packet.

Proposals must be submitted no later than 11:00 a.m. on Wednesday, August 31, 2016. Firms must submit six (6) completed hard copies and one digital copy in a sealed envelope clearly marked "Proposals for Consolidated Fleet Management Study." All proposals must include all costs in a separate sealed envelope clearly labeled as such. Proposals shall be mailed or hand delivered to:

Tina Touchette
Village Clerk
Village of Oswego
100 Parkers Mill
Oswego IL 60543

Re: Proposals for Consolidated Fleet Management Study

Proposals submitted must include all information and documents as requested in this request for proposals. No oral or electronic proposals, including those sent by facsimile or via email, will be accepted or considered. All proposals received after the submittal time will be rejected and returned unopened. The Village reserves the right to reject any or all proposals and to waive any informality. Proposal packets are available online at www.oswegoil.org or at the Oswego Village Hall, 100 Parkers Mill, Oswego, Illinois.

Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

Questions shall be addressed to:

Christina Burns
Assistant Village Administrator/Human Resource Director
Village of Oswego
100 Parkers Mill
Oswego, IL 60543
cburns@oswegoil.org

SPECIFICATIONS

I. Conditions

1. The firm is responsible for being familiar with all conditions, instructions, and documents governing this contract. Failure to make such preparations shall not excuse the firm from performance of the duties and obligations imposed under the term of this contract.
2. The firm further understands and agrees that if this proposal is accepted, they are to furnish and provide all labor, materials, tools and equipment necessary as specified in this agreement.
3. The Village of Montgomery, Village of Oswego and United City of Yorkville (also referred to as “the municipalities”) are collectively pursuing the proposed analysis and will make a joint decision to hire the selected firm.
3. The firm will not be reimbursed by the municipalities for any costs involved in the preparation and submission of the proposal.
4. The municipalities are exempt from State and Federal taxes. Proposals shall not include any taxes or fees.
5. Prospective firms shall not contact any employee, official or board member at any of the municipalities on matters relating to this request for proposals, except as indicated herein.
6. Proposals shall be considered firm and valid for at least 60 days following submittal deadline.

II. Background

The Village of Montgomery, Village of Oswego, and United City of Yorkville have identified share service opportunities as a priority. The three municipalities are located primarily in Kendall County along the Fox River located about 50 miles southwest of Chicago. The communities have a combined population of approximately 68,000, with a project combined population of 192,561 in 2050.

In 2014, the municipalities undertook a shared services analysis supported by the Chicago Metropolitan Agency for Planning. The purpose of the study was to identify opportunities to engage in shared services arrangements that result in reduce costs, increased services, and/or improved efficiencies. Among the many projects identified was an opportunity to engage in shared fleet management. The municipalities are working collaboratively on a number of other projects, including studying a shared water facility.

Each municipality has different levels of fleet services. Oswego and Montgomery currently employ full-time mechanics, while Yorkville has on staff employees who perform mechanic responsibilities along with other duties. All municipalities outsource certain fleet maintenance, such as maintenance on the larger equipment or specialized fleet services.

III. Purpose

The purpose of this request for proposals is to conduct a study of current fleet operations, future fleet needs, and to determine a model and barriers to a shared fleet management arrangement. The consultant will be expected to understand the current fleet operations and unmet fleet needs for each municipality. The consultant shall then determine feasibility for a shared fleet management model, including staffing levels, facility needs, operational budget, governance and barriers to implementation.

IV. Objective

The municipalities seek analysis of the feasibility of a shared fleet management model, and a recommendation on whether to move forward with transitioning to a shared service in this area. The analysis should have a thorough description of potential barriers to the project, advantages and disadvantages of a shared service model, and recommendation for moving forward.

General Process and Schedule

Estimated Selection Process Steps	Date(s)
Release of Request for Proposals (RFP)	August 4, 2016
Deadline for asking questions about RFP	August 15, 2016, 9 a.m.
Proposals Due	August 31, 2016, 11 a.m.
Interview of Finalist(s) (If needed)	Sept. 6-9, 2016
Estimated Village Board Approval	September 20, 2016
Estimated Engagement start/Project Kickoff Meeting	September 25, 2016

It is anticipated that the project will be completed in approximately December 2016. The project schedule will include a kick off meeting, a research period anticipated to include meetings and tours of each municipality's fleet operations, a draft report submitted to the project steering committee for review, and presentation of the report and recommendations to the governing boards of Montgomery, Oswego and Yorkville.

V. Scope of Work

The successful vendor will need to demonstrate ability to perform the following scope of services:

- Understanding of current fleet management process
 - Size and scope of fleet for each municipality
 - Equipment and space currently dedicated to fleet maintenance
 - Review of maintenance activities completed in-house and those activities contracted out
 - Review of current fleet management costs
- Understanding of future fleet management needs
 - Size and scope of a shared fleet versus separate fleet needs
 - Equipment and space necessary for future fleet maintenance
 - Review of joint purchase and decision making in a shared fleet model
 - Review of future shared fleet management costs

- Discussion of potential shared service models
 - Review of pros and cons to each fleet management model
 - Identification of efficiency opportunities in various fleet management models
 - Review of staffing and facility needs for likely shared service models
 - Potential phased shared fleet management models
 - Of the identified shared service models, recommend a “best” option based on organizational goals
 - Recommended governance and/or management plans for a shared fleet management facility. This analysis should consider who employs the fleet staff, how they are compensated, and how other costs are shared among the three municipalities.
- Implementation Roadmap
 - Identify key steps to implementing a shared fleet management plan
 - Identify potential barriers to implementation
 - Identify a realistic implementation timeline, including phased implementation benchmarks

The final project scope, responsibilities, and tasks will be determined in coordination with the municipalities and the selected vendor.

VII. **Proposal Format**

Proposals should follow the Request for Proposals format provided below. Please include a Table of Contents at the beginning of the proposal clearly outlining the contents of each section. Please provide the following sections, as a minimum:

- a. Cover Letter signed by an individual authorized to bind the proposing entity. The cover letter should include a statement of professional qualifications, an interest in providing professional services in connection with the proposed project and the official name and address of the company submitting the proposal. (1 page maximum)
- b. A description of the firm’s qualifications, including description of previous similar studies or unique qualifications (4 pages maximum)
- c. A proposed study process, including timeline, required resources (stakeholders, data, etc.) and key project milestones. This section will be subject to further discussion and clarification during the selection process and with the selected vendor (5 pages maximum)
- d. Qualifications for all professional staff members, including subcontractors, who will work on the project, including specific areas of responsibility and qualifications and experience in those specializations. (5 pages maximum)
- e. A project schedule including beginning and ending dates for each phase of work. (2 pages maximum)
- f. A list of references for similar projects completed in the past five years including names of contact persons and telephone numbers, description of services provided, start date and end date of contract (if applicable) (2 pages maximum)
- g. Any potential work not included within the proposed scope of services, or which has not been mentioned in this RFP, must be clearly identified, along with a suggested basis for payment, should those services be necessary or elected by the Village.

- h. Included in a separate, sealed envelope: A project budget that includes a not-to-exceed cost for professional services to complete the entire scope of work, including a breakdown of costs for specific portions of the project and services included as outlined in the above Scope of Services. The budget shall also include any limitations to the scope of services.

Please note that all proposals must be signed by a duly authorized official representing the vendor. Proposals not formatted or submitted in the manner outlined above may be disqualified at the municipalities' discretion.

Only written communication from the Village may be considered binding. The Village reserves the right to terminate the selection process at any time and to reject any or all Proposals. The contract will be awarded to the vendor whose overall Proposal best meets the requirements of the Village.

The Village shall not be responsible for any pre-contract costs incurred by interested vendors participating in the selection process.

The contents of each vendor's proposal shall remain valid for a minimum of 90 calendar days from the proposal due date.

Please note that all contracts are subject to negotiation.

The Village of Oswego will require the vendor selected to agree to include the contents of this Request for Proposals and all representations, warranties, and commitments in the proposal and related correspondences as contractual obligations when developing final written contracts.

VIII. Proposal Evaluation

Proposals will be evaluated based on the following criteria:

- Technical approach, including project design and methodology (30 points)
- Prior experience in conducting similar analysis (30 points)
- Understanding of the scope of the project (20 points)
- Firm's ability to meet schedule and results achieved with similar projects (10 points)
- Cost (10 points)

The respondent must demonstrate the ability to provide:

- A comprehensive fleet management analysis
- An innovative approach to fleet management and/or shared service delivery
- A final report and recommendation, including presentation to each governing board

IX. Municipality Responsibilities

The municipalities will provide the consultant with all relevant information it has pertaining to the organizations, projects, and operations.

X. **Miscellaneous**

General Instructions

All questions should be directed to Christina Burns, Assistant Village Administrator, by email to cburns@oswegoil.org no later than 9 a.m. August 15, 2016. Questions received after this deadline will not be accepted.

Answers to Submitted Questions

Answers to submitted questions will be published on the Village's website no later than August 19, 2016, at www.oswegoil.org/business-and-development/bids-and-rfps.aspx.

Proposals Due

Six (6) original and one (1) electronic version on a CD or USB flash drive in Word or PDF format and one (1) separate sealed cost proposal must be received no later than 11 a.m. August 31, 2016 addressed to

Tina Touchette
Village Clerk
100 Parkers Mill
Oswego, IL 60543

Requests for extension of the submission date will not be granted unless deemed in the best interests of the municipalities. Vendors submitting proposals should allow for normal mail or delivery time to ensure timely receipt of their proposal.

Any proposal received after the stated closing time will be returned unopened. If proposals are sent by mail or other carrier (UPS, FedEx, etc.) to the Village Clerk's Office, the vendor shall be responsible for actual delivery of the proposal to the Village Clerk's Office before the stated closing time. If mail or carrier service is delayed beyond the date and hour set for the closing time, proposals thus delayed will not be considered and will be returned unopened.

Fax or email proposal submittals will not be accepted.

X. **Contract**

The municipalities reserve the right to make an award without further discussion of the proposal submitted or to not make any award. The Village of Oswego will be responsible for formally approving the contract, with the support of the Village of Montgomery and United City of Yorkville. The proposal should be submitted initially on the most favorable terms the firm can propose. The firm shall enter into a written contract, which shall be submitted to the Corporate Authorities of the Village for approval. Final acceptance of the proposal shall only be complete under Corporate Authorities acceptance of a contract executed by the firm.

Consultant should be prepared to accept a Professional Services Agreement resulting from this RFP. It is understood that the proposal will become a part of the official file on this matter without

obligation to the Village. Firms should carefully review the attached sample agreement to determine the stated requirements and terms.

APPENDIX A
CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by the Village without further negotiation at any time within the 90-day period.
2. In preparing this proposal, I/we have not been assisted by any current or former employee of the Village whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
3. I understand that the Village will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals will become the property of the Village, and I/we claim no proprietary right to the ideas, writings, items, or samples.
4. I/we warrant that, in connection with this procurement:
 - a. The price and/or cost data have been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competition.
 - b. Unless otherwise required by law, the prices and/or cost data which have been submitted have not knowingly been disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other competitor.
 - c. No attempt has been made or will be made by the Consultant to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Consultant

Signature _____ Date

Title _____

**APPENDIX B
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 Contractor)

Address

City

State

Zip Code

Signature of Authorized Representative

Title

Date

**EXHIBIT C
DRAFT PROFESSIONAL SERVICES
AGREEMENT**

I. PARTIES

1. Village of Oswego
100 Parkers Mill
Oswego, Illinois 60543

2. _____ (the "Consultant")

Type of Entity

Name _____

Tax Identification No. _____

Address _____

Signature _____

Title _____

**II.
TERM:**

The term of this Agreement shall be from approval of the contract by the municipal boards until not later than July 1, 2017, unless sooner terminated pursuant to the provisions of this Agreement.

III. PAYMENT

The Village of Oswego shall pay Consultant for services rendered in accordance with the Local Government Prompt Payment Act.

IV. CONTRACT PROPOSAL; SCOPE OF SERVICES

Attached are the Proposal documents which have been completed, signed and executed, and which shall serve as addendums to this Professional Services Agreement, each of which are expressly incorporated as though fully set forth herein. The Consultant represents and warrants that it/he/she has the skills and knowledge necessary to conduct the services provided for in the Proposal, as attached, and understands that the municipalities are relying on such representation. Consultant further understands and agrees the Proposal is an integral part of this

Professional Services Agreement and that it may not be modified or altered except in a manner provided by this Professional Services Agreement.

V. LICENSES, PERMITS AND SUBSTITUTION OF PERSONNEL

Consultant agrees and warrants that it/he/she has procured all licenses, permits or like permission required by law to conduct or engage in the services provided for in this Professional Services Agreement; that it/he/she will procure all additional licenses, permits or like permission hereafter required by law during the term of this Professional Services Agreement; and that it/he/she will keep same in full force and effect during the term of this Professional Services Agreement. Consultant will file with the Village a current copy of each applicable license, permit or like permission then in effect. Upon the expiration of each permit or license, the Consultant shall seasonably file copies of the renewal or replacement permit or license.

It is the responsibility of the Consultant to notify the Village of Oswego, and receive its permission, prior to providing any personnel or replacement personnel. Notification and consent is required for any additional Consultant personnel or replacement personnel involved in the contracted work.

VI. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the relationship of Consultant to the municipalities arising out of this Professional Services Agreement shall be that of independent contractor. It is understood that Consultant or its/his/her staff and employees are not employees of the Village of Montgomery, Village of Oswego or United City of Yorkville, and, therefore, are not entitled to any benefits provided employees of the municipalities. It is further understood by the Consultant that it/he/she or its/his/her staff will not be covered under provisions of the workers' compensation insurance of the municipalities and that any injury or property damage on the job will be the Consultant's sole responsibility and not that of the municipalities. Also, it is understood that the Consultant or its/his/her staff is not protected as an employee or as a person acting as an employee under the provisions of the public liability insurance of the municipalities and, therefore, will be solely responsible for its/their own actions. The hiring of additional personnel shall be the responsibility of the Consultant, subject to the conditions described in Section V. The Consultant agrees that no additional personnel will be so hired unless workers' compensation insurance is purchased to cover said personnel and evidence of such workers' compensation coverage is given to the Village of Oswego before said personnel is used by Consultant. It is further agreed that the Consultant will not be covered under Social Security, federal income withholding or state income tax but that the municipalities will meet their legal obligations to report payments made to the Consultant on a Form 1099 and will comply with all Federal, State and local rules and regulations. The Consultant warrants to comply with any federal, state or local laws, regulations, court orders or rules related to non-discrimination in employment.

VII. LIABILITY INSURANCE AND INDEMNIFICATION

The municipalities assume no liability for actions of the Consultant, Consultant's directors, officers, owners, employees, agents or any other person acting on or purporting to act on behalf of Consultant (the "Consultant Group") under this Professional Services Agreement. Consultant agrees fully to indemnify and hold harmless the Village of Montgomery, Village of

Oswego and United City of Yorkville against any and all liability, loss, damage, cost or expenses, including attorneys' fees, which the municipality may sustain, incur or be required to pay as a result of any and all wrongful or negligent acts of the Consultant Group in the performance of its/his/her services and obligations under this Professional Services Agreement. The foregoing indemnity shall also apply to, but not be limited to, any failure of the Consultant to obtain permission from the Village prior to any personnel or replacement personnel providing services under this Professional Services Agreement.

The Consultant shall maintain workers' compensation insurance on its own behalf and shall fully indemnify and hold harmless the Village of Oswego against any and all liability, loss, damage, cost or expense which the Village of Oswego may sustain, incur or be required to pay as a result of any and all accidental injuries suffered by the Consultant Group.

It is understood and agreed to by the parties that the Consultant must be required to maintain Commercial General Liability insurance with coverage limits of not less than \$500,000 per occurrence and \$2,000,000 aggregate, and Automobile Liability coverage with limits of not less than \$500,000 per occurrence and \$1,000,000 aggregate, and workers compensation to statutory limits. A Certificate of Liability Insurance naming elected and appointed officials, employees and agents of Village of Montgomery, Village of Oswego and United City of Yorkville as additional insureds shall be attached to this Professional Services Agreement.

VIII. TERMINATION

This Professional Services Agreement may be terminated immediately by, or at the direction of, the Village Board, in the Village Board's sole discretion; and in such an event, Village Board shall cause immediate written notice of such termination to be given to Consultant. In every such event in which the Village Board shall terminate the services of Consultant, Consultant is obligated and agrees to refund to the Village of Oswego all moneys paid to it by the Village of Oswego for services not rendered by said Consultant through the date on which Consultant shall receive notice of termination or the effective date thereof. Further, in the event of such termination, the Consultant shall immediately deliver or return to the Village of Oswego all work product produced by or for the Village of Oswego under this Professional Services Agreement.

IX. NOTICE

Any notices which are required to be given or which may be given under this Professional Services Agreement shall be sent to the parties at the addresses shown in the "Parties" Section of this Professional Services Agreement. Service may be given by any means capable of producing a written confirmation of receipt, excluding e-mail.

X. NON-ASSIGNABILITY

Consultant understands that this Professional Services Agreement is an agreement for the personal services of Consultant or its/his/her employees and that it is made by the Village of Oswego in reliance on Consultant's or its/his/her employees' personnel skill and knowledge in the activity to be conducted, and as represented by Consultant. Accordingly, this Professional Services Agreement is non-assignable by Consultant.

XI. REGULATIONS

A. Compliance. The Consultant warrants that it is familiar with and shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement including without limitation Workers' Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered.

B. Evidence of Compliance. Whenever required, the Consultant or subcontractor shall furnish the Client with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

C. Non-discrimination. Consultant shall comply with all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

At all times Consultant shall remain in compliance with the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act requiring a written sexual harassment policy as defined therein.

D. Drug-Free Workplace: Consultant shall comply with all terms of the Drug Free Workplace Act (30 ILCS 580).

E. Certification. Consultant understands, represents and warrants to the Village that the Consultant is in compliance with all requirements provided by the Acts set forth in this Section XI and that it will remain in compliance for the entirety of the Agreement. A violation of any of the Acts set forth in this Section is cause for the immediate cancellation of the Agreement. However, any forbearance or delay by the Village in canceling this Agreement shall not be considered as, and does not constitute, Village's consent to such violation and a waiver of any rights the Village may have, including without limitation, cancellation of this Agreement.

XII. MISCELLANEOUS

A. This Professional Services Agreement, which includes the Proposal referred to under Section IV, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties in connection therewith. No modification of this Professional Services Agreement shall be effective unless made in writing, signed by both parties hereto and dated after the date hereof.

B. This Professional Services Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any dispute arising hereunder shall be the Circuit Court of the Twenty Third Judicial Circuit, Kendall County, Illinois.

C. Each of the parties acknowledges the receipt of good and valuable consideration for its/his/her respective agreements contained in this Professional Services Agreement.

D. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have hereunto executed or caused to be executed this Professional Services Agreement as of the ___day of _____, 2016.

VILLAGE OF OSWEGO

By: _____
Gail Johnson, Village President

ATTEST:

Tina Touchette, Village Clerk

CONSULTANT

By: _____
Signature

Title

Firm or Name of Individual