



REQUESTS FOR PROPOSALS

Consulting Services for the Village of Oswego to
Complete a Software Needs Assessment

Village of Oswego
100 Parkers Mill
Oswego, IL 60543

**Proposals must be submitted by
Thursday, January 29, 2015**

**LEGAL NOTICE
INVITATION TO SUBMIT PROPOSAL
TO PROVIDE SOFTWARE NEEDS ASSESSMENT**

Proposals for completing a software needs assessment for the Village of Oswego are being solicited to assist the Village in the determination/selection of new financial software and asset/work management software solutions to enhance the overall efficiency of operations, transparency in government and public access. Proposals are due Thursday, January 29, 2015 no later than 4:00 p.m. All proposals should be addressed to:

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

Term of Engagement

An agreement for consulting services between the Village of Oswego and the selected firm for the Software Needs Assessment will be entered into upon Village Board approval tentatively scheduled for the Village Board meeting on February, 17, 2015. Interviews of selected firms will be scheduled between February 4th and February 10th. Project completion is desired to be completed by March 31, 2015 or a mutually agreed upon date with the selected Consultant.

**SPECIFICATIONS
Software Needs Assessment**

DEFINITIONS:

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

Conditions:

The Consultant is responsible for being familiar with all conditions, instructions, and documents governing this proposal.

Insurance Requirements:

The Consultant may be required to meet the Village of Oswego insurance requirements. Unless otherwise specified the Consultant 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 Consultant'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.

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

Scope of Work:

The Consultant will work with Village staff to identify the operational capacity, limitations, and potential of the Village’s current software programs. Address each programs performance capability for the present and the future with regards to the Village’s current business practices (i.e. work flow, checks and balances, efficiencies). Compare the Village’s current processes, software programs and operational methods to governmental/industry best practices. The Consultant will take into consideration the following listed Village goals when determining recommendations and suggested solutions;

- **More efficient operations and workflows**
- **Enhance government transparency**
- **Better Public Access with the Village**
- **A lean municipal staff**

The Consultant will provide a written report addressing all of its findings and recommendations for solutions to Village staff and be available to present the report if requested to the Village Board.

Background:

The Village operates out of three separate locations; Village Hall, Public Works Facility and the Police Station. The three facilities utilize Comcast, Inc. for connectivity between the facilities. Major software utilized by the Village includes Microsoft Office Suite versions 2007-2013; MSI (Harris) Financial package including General Ledger, Utility Billing, Permits , Fixed Assets, Cash Receipting, Budget Planning, Accounts Payable, Accounts Receivable; Capers (adjudication software), Payroll (outsourced to Paylocity), Laserfiche, ArcGIS, and some other proprietary software.

The Village received a Business Process Review report in November, 2014 completed by a financial software vendor which will be made available to the selected consultant for additional background on the Village’s processes.

Questions:

Questions regarding this solicitation should be directed to;

Mark Horton, Finance Director at mhorton@oswegoil.org

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 will be completed after services are rendered unless otherwise negotiated between the parties.

Village Ordinances

The Consultant 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 at the Village Board meeting on February 17, 2015.

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 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, Consultant 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 Consultant or sub Consultants, 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 Consultant, or sustained by any person or persons other than employees of Consultant, 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 Indemnites, 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, Consultant 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.

NON-COLLUSION

The Consultant 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 Consultant will be required to sign the Non-Collusion Certification.

COMPLIANCE WITH LAWS AND REGULATIONS

In connection with the performance of the work, the Consultant 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 Consultant 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 Consultant’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 Consultant’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.