



Request for Proposal 18-21

**Development of Continuity of Operations Plans
For the Cities of Aurora and Naperville Illinois**

PROPOSALS DUE

**Monday, April 2, 2018
at 5:00 p.m.**

**City of Aurora
Purchasing Division
44 E Downer Place
Aurora, Illinois**

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 18-21

**Continuity of Operations Plans and Continuity of Government Plans Development
for the Cities of Aurora and Naperville Illinois**

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CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 18-21

**Continuity of Operations Plans and Continuity of Government Plans development
for the Cities of Aurora and Naperville Illinois**

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RICHARD C. IRVIN
Mayor

CITY OF AURORA
REQUEST FOR PROPOSAL 18-21
**Continuity of Operation Plan and Continuity of Government Plan Development
for the Cities of Aurora and Naperville Illinois**

The City of Aurora invites proposals from firms with the experience, capabilities and qualified available staff to provide Continuity of Operations Plans and Continuity of Government Plans Development for the Cities of Aurora Illinois and Naperville Illinois Sealed Proposals will be received at the Purchasing Division office, 44 East Downer Place, Aurora, Illinois 60507, until **5:00 p.m., CST, Monday, April 2, 2018** to determine proposals for the anticipated above named service.

The scope of work involves but is not limited to, serving as a Partner with the City of Aurora and Naperville to provide recommendations, quality products and superior customer service related to designing, developing, training and exercising a Continuity of Operations Plans and Continuity of Government plans for each city.

Attached please find specifications and other pertinent documents necessary for you to respond to this Request for Proposal (RFP).

All proposals are to be submitted on the proposal form provided. Each proposal must be placed in an envelope, sealed, and clearly marked on the outside: "18-21 Continuity of Operations Plan and Continuity of Government Development Services"

Price Proposals must be submitted in a **separate, sealed envelope** and clearly marked on the outside: "Pricing for RFP 18-21 Continuity of Operations Plan Development and Continuity of Government for the Cities of Aurora and Naperville Illinois."

Inquiries and/or questions pertaining to the provisions and specifications of this request for proposal package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 5:00 pm, Thursday, March 15, 2018. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> 5:00 pm, Thursday, March 22, 2018. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the March 15, 2018 5:00 pm cut-off date/time.** It is the proposer's responsibility to check the website before submitting their proposal.

The City of Aurora encourages minority business firms to submit proposals and encourages the successful firm to utilize minority businesses as applicable.

Any Proposer who owes the City money may be disqualified at the City's discretion.

The City of Aurora reserves the right at any time and for any reason to cancel this Request for Proposal, to accept or reject any or all Proposals or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals. Unless otherwise specified by the proposer or the City, the City reserves the right to hold the best proposals for ninety (90) days from the opening date set forth above. The City may seek clarification from any proposer at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the RFP to the lowest responsible Proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

CITY OF AURORA

Jolene Coulter
Director of Purchasing

PROPOSER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of proposal papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- E. The Proposer is not barred from submitting a proposal on the Project, or entering into this Proposal as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

NAME OF CORPORATE/COMPANY OFFICIAL _____

PLEASE TYPE OR PRINT CLEARLY

TITLE _____

AUTHORIZED OFFICIAL SIGNATURE _____

DATE _____

TELEPHONE (____) _____

FAX No. (____) _____

Subscribed and Sworn to

Before me this ____ day

of _____, 2018

Notary Public

STATE OF ILLINOIS)
) ss.
County of Kane)

PROPOSER’S TAX CERTIFICATION

(PROPOSER’S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the PROPOSER, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Proposer deposes, states and certifies that Proposer is not barred from proposing with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Proposer is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this _____ day of _____, 2018.

By _____
(Signature of Proposer’s Executing Officer)

(Print name of Proposer’s Executing Officer)

(Title)

ATTEST/WITNESS:

By _____
Title _____

Subscribed and sworn to before me this
_____ day of _____, 2018.

Notary Public

(SEAL)

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 18-21
**Continuity of Operations Plans and Continuity of Government Plans Development
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INSTRUCTIONS TO PROPOSERS

01. REQUIREMENTS OF PROPOSER

The successful Proposer may be required to (a) enter into a fully signed contract in writing with the City of Aurora covering matters and things as are set forth in the Proposal Package; and (b) carry insurance acceptable to the City covering public liability, property damage and workers compensation.

02. ACCEPTANCE OF PROPOSALS

- Proposer must submit an original response, marked as "original" and four (1) complete paper copy and one (Digital) copy on a USB drive, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.
- **In a separate sealed envelope**, submit one (1) set of the proposal pricing.
- Proposals must be submitted on the forms provided and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of bids. Proposals shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the proposal. The proposal shall include the legal name of the proposer, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the proposer to a Proposal. Name of person signing should be typed or printed below the signature.

Envelopes containing proposals must be sealed and addressed to the City of Aurora Purchasing Division. The name and address of the proposer and the Invitation Number must be shown in the upper left corner of the envelope.

- The City of Aurora reserves the right at any time and for any reason to accept or reject any or all Proposals or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional bids or counter-proposals. Unless otherwise specified by the Proposer or the City, the City reserves the right to hold the best bids for ninety (90) days from the opening date. Proposer agrees to accept a notice of award, if selected, based on the terms of this Proposal in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Proposer as a result of that cancellation. Each Proposer is solely responsible for the risk and cost of preparing and submitting a Proposal.

- Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the RFP, will also be considered. No Proposal will be considered unless the Proposer shall furnish evidence satisfactory to the City that they have the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to them. Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract.

The Proposal will be awarded to the lowest, responsive, responsible Proposer. In determining the responsibility of any Proposer, the City may take into account other factors such as past records of its or other entities transactions with the Proposer, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

The Proposer will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the Proposer to perform the Work. The Proposer shall furnish any information and data requested by the City for this purpose.

03. RECEIPT OF PROPOSALS

- a. It is suggested that Proposers allow a minimum of four days for delivery through U.S. mail, or Proposals may be delivered to the Purchasing Division Office in person. Overnight courier is acceptable provided timely receipt of Proposals. The City shall not be responsible for late delivery of your Proposal by a third party courier. The Proposer assumes responsibility for late delivery of the mail. It is the sole responsibility of the Proposer to see that their Proposal is received in the proper time.
- b. Any Proposal received by the Purchasing Division Office **after 5:00 p.m. on April 2, 2018** shall be rejected and returned unopened. **There will be no exceptions!**

04. WITHDRAWAL OF PROPOSALS

Proposers are cautioned to verify their proposals before submission. Negligence on the part of the Proposer in preparing the proposal confers no right for withdrawal or modification of the proposal after it has been opened. Proposers may not withdraw their proposal after the opening without the approval of the Director of Purchasing. Requests to withdraw a proposal must be in writing and properly signed. Proposers may, however, without prejudice, modify or withdraw its proposal by written request, provided that the request is received by the City Clerk prior to the scheduled opening and at the address to which proposals were to be submitted. Following withdrawal or modification of its Proposal, Proposer may submit a new Proposal, provided it is received by the City Clerk prior to the bid proposal due date. No proposal will be opened which is received after the time and date scheduled for the Proposals to be received.

05. PROPOSAL DEPOSIT

No Deposit Required.

06. CITY’S AGENT

The Director of Purchasing, or delegate, shall represent and act for the City in all matters pertaining to the proposal and RFP in conjunction thereto.

07. INVESTIGATION

It shall be the responsibility of the Proposers to make any and all investigations necessary to become thoroughly informed of what is required and specified in the RFP. No plea of ignorance by the Proposers of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer.

Each Proposer submitting a proposal is responsible for examining the complete Request for Proposal Package and all Addenda, and is also responsible for informing itself of all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the Proposer, and no relief will be given for errors or omissions by the Proposer. If awarded the contract, the Proposer will not be allowed any extra compensation by reason of any matter or thing concerning which such Proposer should have fully informed himself, because of his failure to have so informed himself prior to submitting the bid proposal. The submission of a proposal shall be construed as conclusive evidence that the Proposer has made such examination as is required in this section and that the Proposer is conversant with local facilities and difficulties, the requirements of the Request for Proposal documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its bid proposal for all contingencies.

08. PROPOSER CAPABILITY

The City reserves the right to require of the Proposer proof of his/her capability to perform as required by the specifications. However, prequalification of the Proposer shall not be required. The City may, at its option, disqualify a Proposer and reject his proposal for cause. Reasons deemed sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among Proposers.
- Receipt of more than one proposal on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous Proposal.
- Unreasonable failure to complete a previous Proposal/Bid within the specified time or for being in arrears on an existing Proposal without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Proposer's financial statement, experience and/or plant and equipment.
- **Any Proposer who owes the city money may be disqualified at the City’s discretion.**

09. ALTERNATE PROPOSALS

The specifications are prepared to describe the goods and/or service which the City deemed to be in the best interest to meet its performance requirements. Proposers desiring to submit a Proposal on items which deviate from the stated specifications, but which they believe to be equal, may do so, but all specification deviations must be clearly stated on the form provided in the Proposal Package. The Purchasing Director reserves the right to rule upon specification deviation in a manner as best befits the needs of the City. If a Proposer wishes to submit more than one Proposal, each Proposal, after the first, is to be considered an **alternate**. **THESE PROPOSALS MUST BE PLACED IN SEPARATE ENVELOPES. THE ENVELOPE AND THE PROPOSAL PAGE MUST BE PLAINLY MARKED "ALTERNATE PROPOSAL"**. The Purchasing Director will reject all deviations that amount to a material nonconformity with the specifications of the RFP.

10. SUBLETTING OR ASSIGNMENT OF CONTRACT

The Proposer shall not sublet, sell, or assign all, or any portion of the contract, or of the work provided for therein, without the written consent and authorization of the City, and in no case shall such consent relieve said contractor from either, any, or all of the obligations herein entered into, or change the terms of the obligation hereof. The workers on premise shall be employed by the contractor. **If subletting will be utilized provide a list of each sub-contractor, which sections of the project they would be assigned and their experience working in those areas.**

11. AWARD

It is the intent of the City to award the contract to the lowest responsive, responsible Proposer meeting specifications and/or intent of the RFP. Award will be based on the following factors, but not limited to (where applicable): (a) adherence to all conditions and requirements of the Proposal specifications; (b) price; (c) qualifications of the Proposer, including past performance, financial responsibility, general reputation, experience, service capabilities; (d) delivery or completion date; (e) product appearance, workmanship.

If the Proposer modifies limits, restricts or subjects his proposal to conditions that would change the requirements of the Proposal, this would be considered a conditional or qualified Proposal and will not be accepted. The City reserves the right to delete any item listed in the Proposal.

12. PAYMENT

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Proposer, agrees to pay for the completion of the work embraced in this Proposal, within thirty (30) days of the receipt of the invoice.

Time, in connection with any discount offered, will be computed from the date of delivery to the City or from the date a correct invoice is received by the City of Aurora Purchasing Division, if the latter date is later than the date of delivery.

Prices will be considered NET, if no payment discount is shown.

The successful Proposer shall submit invoices via e-mail to:

PurchasingDL@aurora-il.org

or Fax to **630-256-3559**

or Mail to the following address:

**City of Aurora
Attn: Purchasing Division
44 E. Downer Place
Aurora, IL 60507**

The City of Aurora offers electronic funds transfer (EFT) payment to our vendors. EFT is fast, simple, safe and secure and is *our preferred method of payment!* An authorization agreement form is included in this proposal package for your use and convenience.

13. PRICES

The price quoted for services is the full purchase price, including delivery to destination and includes all transportation and handling charges, premiums on bonds, material or service costs and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the duration of the purchase.

Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in black ink. (The party signing the Proposal or his/her authorized representative must initial any alteration in ink.)

14. DISCOUNTS

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

15. TAXES

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax (per Illinois Revised Statutes, Chapter 120, Paragraph 44) upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

16. INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS

Proposers shall promptly notify the City of any ambiguity, inconsistency of error which they may discover upon examination of the RFP documents. Interpretations, corrections and changes will be made by addendum. Each Proposer shall ascertain prior to submitting a Proposal that all addenda have been received and acknowledged in the Proposal.

17. DEFAULT

Time is of the essence of this Proposal and if delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the Proposal by notice effective when received by Proposer, as to stated items not yet shipped or services not yet rendered. The City will procure articles or service from other sources and hold the Proposer responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

18. INSPECTION

The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Proposer's warranty (express or implied).

19. WARRANTY

Proposer warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Proposer warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation.

20. REGULATORY COMPLIANCE

Proposer represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services.

21. CANCELLATION

The City reserves the right to cancel the whole or any part of the Proposal if the Proposer fails to perform any of the provisions in the Proposal or fails to make delivery within the time stated. The Proposer will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

22. SIGNATURES

Proposals must be signed by the Proposer with his/her usual signature. Proposals by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter. All signatures must be in ink.

When a corporation submits a Proposal, its agent must present legal evidence that he has lawful authority to sign said Proposal and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Proposer, such corporation must present evidence before any Proposal is executed that it is authorized to do business in the State of Illinois. Proposers by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an Assistant Secretary, and the corporate seal must be affixed. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Proposal forms shall be initialed by the person signing the Proposal. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Proposer shall be furnished.

23. ELIGIBILITY

By signing this Proposal, the Proposer hereby certifies that they are not barred from bidding on this Proposal as a result of a violation of Article 33E, Public Bids of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

24. COMPLIANCE WITH LAWS AND REGULATIONS

The Proposer shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

This Proposal shall be governed by and construed according to the laws of the State of Illinois.

25. BONDS AND INSURANCE

The requirement of a labor and material payment and performance bond will be waived for purpose of this Request for Proposal.

26. INSURANCE AND HOLD HARMLESS PROVISION

At the Proposer's expense, the Proposer shall secure and maintain in effect throughout the duration of this Proposal, insurance of the following kinds and limits to cover all locations of the Proposer's operations. The Proposer shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the Proposal, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left". Upon requested, the awardee of this Proposal will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request. The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
 - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Bodily injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

The Proposer shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. All insurance premiums shall be paid without cost to the City.

The Proposer agrees to indemnify and save harmless the City of Aurora, their agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this project work, whether such claims or injuries to persons or damage to property be due to the negligence of the Proposer or his Subcontractors. The Proposer shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees.

27. WORKERS COMPENSATION ACT

The Proposer further agrees to insure his employees and their beneficiaries and to the employees and the beneficiaries of any subcontractor employed from time to time by him on said Work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Proposer in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Proposer hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees which may in any way come against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any subcontractor employed by him in and about the performance of the Work provided for in the Proposal, and any and all liability resulting thereupon; and said Proposer, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Proposer shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

28. MINORITY PARTICIPATION

The City of Aurora encourages minority business firms to submit Proposers and encourages the successful Proposer to utilized minority businesses as sub-contractors for supplies, equipment, services and construction.

29. PROSECUTION OF WORK

The Proposer shall begin the Work to be performed under the Proposal as specified in the specifications after the execution and acceptance of the Proposal, unless otherwise provided. The Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion within the time specified in the Proposal.

30. TIME

Proposer shall schedule its Work to meet the requirement of the City. Proposer shall perform the Work expeditiously in cooperation with the City's agents, employees, Proposers and subcontractors. Proposer shall make no claim against City and no claim shall be allowed for any damages which may arise out of any delay caused by City, its agents, employees, Proposer or subcontractors. Proposer's sole remedy for delay shall be an extension in the Proposal time.

31. QUESTIONS

Inquiries and/or questions pertaining to the provisions and specifications of this Proposal package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 5:00 pm, Thursday, March 15, 2018. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 5:00 pm, Thursday, March 22, 2018. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the March 15, 2018 5:00 pm cut-off date/time.**

It is the responsibility of the interested Proposer to check our website and assure they have received addendum, if any issued, and acknowledge such receipt where indicated.

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 18-21
**Continuity of Operations Plans and Continuity of Government Plans Development
for the Cities of Aurora and Naperville Illinois**

PROPOSAL SPECIFICATIONS

Section 1. Project Introduction and Purpose

Proposers are required to read and understand all information contained within the entire Request for Proposal package. By responding to this RFP, the Proposer agrees to have read and understood these documents. The City reserves the right to award the bids individually or cumulatively to qualified and responsible Proposers.

Corporate Profile: The City of Aurora dates back to April of 1834 when Joseph McCarty settled on the island, which is now the site of downtown Aurora. The Fox River location was an ideal place for a new community and it was not long before it became a permanent settlement. In 1837, when a Post Office was established, the village became Aurora, goddess of the dawn. Later, when the city was the first in the United States to use electric lights for publicly lighting the entire city, it achieved the nickname of “City of Lights”.

The modest camp of 1834 has grown into a teeming city. With a population of approximately 200,456, the city has steadily grown throughout the years to become the second largest city in the state.

The city is accessible through five interchanges on the East/West Tollway Corridor. Corporate offices and commercial growth on the city’s east and west sides continue to expand the city’s boundaries, now stretching from Route 59 on the east to portions beyond Orchard Road on the west. The city extends into four counties, Kane, DuPage, Kendall, and Will.

Purpose: The City of Aurora seeks a technical services provider to provide Continuity of Operations Planning and Continuity of Government Plan for the Cities of Aurora Illinois and the City of Naperville Illinois. The project will include Continuity of Operations Plan and Continuity of Government plans for both cities that include plan development, employee training, table top exercise and Functional exercise for both cities. Awarded vendor must have the ability to begin project within 90 days after award and complete project no later than December 31, 2019

Section 2. Minimum Qualifications

The following are minimum requirements that the vendor must meet in order to be eligible to submit a bid proposal. Responses must clearly show compliance with these minimum qualifications. The City will reject without further consideration those applications that are not clearly responsive to these minimum qualifications.

General Requirements

Proposals must be submitted on the forms provided and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of proposals. Proposals shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the proposal. The Proposal shall include the legal name of the Proposer, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Proposer to a contract. Name of person signing should be typed or printed below the signature.

The contract shall include the issuance of a purchase order. All properly authorized purchases and services of the City shall be evidenced by the issuance of the same. Please be advised that any invoice received by the City not referencing a purchase order number may not be accepted as a valid City obligation.

Illinois Non-Appropriation Clause:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

Termination for Clause:

This RFP may be terminated by the City at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement.

Upon such termination, the liabilities of the parties to this contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this contract is terminated due to the City's substantial failure to perform, the Proposer shall be paid for labor and expenses incurred to date, subject to offset of any damages, losses or claims against the City resulting from or relating to Proposer's performance or failure to perform under this agreement.

In the event of termination by the City upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Proposer for services rendered through such phase shall constitute total payment for services. In the event of such termination by the City during any phase of the Basic Services, the Proposer will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

Response Instructions

Proposer must submit an original bid response, marked as "original" and four (4) complete paper copies, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.

**City of Aurora
Purchasing Division Office
44 E Downer Place
Aurora, Illinois 60507**

The City shall not be responsible for late delivery of your Proposal by a third party courier. There will be no exceptions!

BIDS MAY NOT BE SUBMITTED ELECTRONICALLY.

Section 3. Scope of Work

Awarded vendor must have the ability to begin project within 90 days after award and complete the project no later than December 31, 2019

The selected contractor will provide all Continuity of Operations Planning and Continuity of Government but not limited to:

1. Develop Continuity of Operations Planning and Continuity of Government Planning for the Cities of Aurora and Naperville.
2. The Continuity of Operations Plans and Continuity of Government Plans shall address the following:
 - A. Purpose and scope or goals, and objectives.
 - B. Authority.
 - C. Situation and assumptions.
 - D. Functional roles and responsibilities, for internal and external agencies, organizations, departments and positions.
 - E. Logistical support and resource requirements to implement the plans.
 - F. Concept of operations.
 - G. Methods and or schedule for evaluation, maintenance and revision of the plan.
3. Provide physical onsite assessment of municipal buildings in both Cities.
4. Provide training to departments and divisions conducting 4 classes of 25 participants per class not to exceed 100 participants on the developed Continuity of Operations Plan and Continuity of Government Plans for the Cities of Aurora and Naperville upon completion of the plan development.
5. Provide Homeland Security Exercise Evaluation (HSEEP) compliant table top exercise (TTX) for each city after completion of the plans.
6. Conduct After Action meeting and provide and improvement plan for each exercise within 60 days after the Table Top exercises for each city.

7. Provide Homeland Security Exercise Evaluation (HSEEP) compliant functional exercise for each city after completion of the plans.
8. Conduct After Action meeting and provide and improvement plan for each exercise within 60 days after the table Functional Exercise for each city.
9. Provide digital copies of the plans for both the Cities of Aurora and Naperville that is formatted to allow for plan updates and editing.

Section 4. Proposal Content

Proposals shall be organized using the following submission requirements. The City of Aurora reserves the right to request additional information during the RFP review period.

The following items must be included in your proposal:

1. **Cover Transmittal Letter** – On company letterhead, provide a narrative which introduces the firm and team highlighting the special strengths of the firm to perform the work requested in this RFP. The letter should be signed by an authorized principal of the proposing consulting firm. **(Limit 2 pages)**
2. **Terms and Conditions** – List any terms and conditions within the proposed contract that would change the requirements of the Proposal. **(Limit 1 Page)**
3. **Capabilities – Please include responses to the following in this section: (Limit 5 pages)**
 - a) What depth of experience and strengths does your firm have in Continuity of Operations Plan and Continuity of Government Plan development, training and exercise?
 - b) How much of your work has been government based?
 - c) Is a dedicated project manager assigned to each of your customers?
 - d) What will be the location of your project manager for this project?
 - e) Provide a minimum of three references from Continuity of Operations Planning and Continuity of Government projects involving cities and or counties with a populations between 100,000 and 500,000 that have been completed in the last five years.
 - f) Would your project manager be a Certified Emergency Manager (CEM)?
 - g) How would your firm handle project management to ensure that:
 - Deadlines are met
 - Budgets are kept
 - Regular updates are provided and effective communication is maintained throughout the project
4. **Resumes for Key Personnel** - Provide a brief description of all key personnel to be involved and their relationship to the services to be provided. **(Limit each resume to 2 pages)**
 - (a) Project experience conducting coop planning for jurisdictions with populations between 100,000 and 500,000.
 - (b) Complete staff bios should be provided as part of an appendix to the proposal.
 - (c) Are any of these personnel contract or outsourced employees? If so, please identify who they are.

5. **Timing – (Limit 1 page)**
 - a) Approximately how long does your firm project it would take to complete the implementation?
 - b) If awarded the project, what is the time frame for your resources to be available?
6. **Resource Requirements** – The selected vendor must work effectively with the Cities of Aurora and Naperville. Please address the amount of time and resources you will require of various City of Aurora and City of Naperville personnel to implement the system.
7. **Municipal/Government Agency References (minimum of three)** – Please provide at least three references from clients for whom you provided Continuity of Operations and Continuity of Government plan development from jurisdictions between 100,000 and 500,000 population. References should include company name, a contact name and phone number.
8. **General** - Is there anything else you would like to include about your firm or capabilities that the City should consider in its evaluation process?
9. **Fees/Cost for Services Proposal Form** – Submit fees in a **separate sealed envelope** to be included in the overall RFP Submission with the Respondent’s name and address clearly indicated on the envelope along with the project description as indicated below:

Proposer’s Name
Pricing – 18-21 RFP Development of Continuity of Operations Plans for the City of Aurora and the City of Naperville Illinois

The Fees/Cost for Services will not be used to automatically disqualify any Respondent from consideration, rather it will be a consideration in the final selection and negotiation of the contract with the top ranked Respondent.

- a) All costs are inclusive of any travel expenses
- b) Provide detailed costs and totals based on the form provided
- c) Provide any contract that would need to be executed if awarded

Section 5. Selection of Firm

The consultant selection shall be based on the evaluation of the firm’s proposal by a selection committee. The following items will be taken into consideration.

- i. Vendor experience in assisting organizations similar to City of Aurora and Naperville with similar projects, similar in size (population)
- ii. Quality and depth of references
- iii. Based on submitted references that have had completed Continuity of Operations Plans developed.
- iv. Ability to provide onsite support, training and exercise.
- v. Total project cost, which includes all materials

Fee will be a contributing, not deciding factor in the rankings. Cost savings to the City will also be a contributing factor. The City will enter into negotiations based on their submitted Fee Proposal with the highest ranked Proposer to finalize a contract for the project. If a contract cannot be successfully negotiated with the highest ranked Proposer, then negotiations will be terminated with that Proposer and the City will enter negotiations with the next highest ranked Proposer until an agreement is reached or an impasse is declared.

Any submitted qualification and subsequent proposal shall remain valid for 90 days after the proposal due date or until the city executes a contract, whichever is sooner. The city may, in the event the selected proposing firm fails to perform and/or the contract is terminated within forty-five (45) days of its initiation, request the proposing firm submitting the next acceptable proposal to honor its proposal.

Section 6. Proposed Project Schedule

Responses will be accepted until 5:00 PM on Monday, April 2, 2018 CST at the City of Aurora Purchasing Division Office located at City Hall, 44 E Downer Place, Aurora, IL 60507. Responses cannot be accepted at any other location, or after the published due date and time.

Milestone	Timeframe
RFP Issuance	8:00 am, March 5, 2018
Questions Due	5:00 pm, Thursday, March 15, 2018
Final Addenda Issuance	5:00 pm, Thursday, March 22, 2018
Vendor Responses Due	5:00 pm, Monday, April 2, 2018
Vendor Selection	April 2018
City Approval	April 2018 – May 2018
Implementation	TBD

Awarded vendor must have the ability to begin project within 90 days after award and complete the project no later than December 31, 2019.

Questions and Addenda

Inquiries and/or questions pertaining to the provisions and specifications of this Proposal package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 5:00 pm, Thursday, March 15, 2018. Questions will be answered via addendum and posted to the City’s website at <https://www.aurora-il.org/bids.aspx> by 5:00 pm, Thursday, March 22, 2018. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the March 15, 2018 5:00 pm cut-off date/time.**

It is the responsibility of the interested Proposer to check our website and assure they have received addendum, if any issued, and acknowledge such receipt where indicated.

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 18-21
**Continuity of Operations Plans and Continuity of Government Plans Development
for the Cities of Aurora and Naperville Illinois**

CONTACT INFORMATION

Vendor shall provide the following contact information assigned to service the City of Aurora account.

Customer Service/General Information: _____

To place an order:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Billing & Invoicing question:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Questions:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Proposer's Name: _____

Signature & Date: _____

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 18-21

**Continuity of Operations Plans and Continuity of Government Plans development
for the Cities of Aurora and Naperville Illinois**

PROPOSAL FORM

Proposal Due Date & Time: 5:00 p.m. CST, Wednesday, April 2, 2018

To: **City of Aurora
Purchasing Division
44 E Downer Place
Aurora, Illinois 60507**

The following offer is hereby made to the City of Aurora, Aurora, Illinois, hereafter called the Owner.

Submitted By: _____

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other RFP documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments (if applicable) contained in the bid solicitation documents. The items in this Request for Proposal, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the Proposal.
 - A. The Vendor shall also include with their proposal any necessary literature, samples, etc., as required within the Request for Proposal, Proposal Specifications and Statement of Work.
 - B. For purposes of this offer, the terms Offeror, Proposer, Respondent, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All proposal documents have been examined: Proposal Specifications, Statement of Work, and the following addenda:

No._____, No._____, No._____, (Vendor to acknowledge addenda here.)

Lump Sum:

The undersigned agrees to perform all work indicated in the Request for Proposal specifications, Addenda, including cost of insurance for the Base Contract, for the sum of:

_____ Dollars and _____ Cents
(In Writing)

Total in Figures \$_____

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 18-21
**Continuity of Operations Plans and Continuity of Government Plans development
for the Cities of Aurora and Naperville Illinois**

PROPOSAL FORM

The contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this RFP for the amounts specified on this Proposal Form, inclusive of overhead, profit and any other costs.

All prices shall be shown as delivered Aurora Destination, Prepaid and Allowed. Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07. **No additional charges over base price will be accepted without written approval of the Purchasing Director.**

The City of Aurora reserves the right at any time and for any reason to cancel this Request for Proposal, to accept or reject any or all Proposals or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals. Unless otherwise specified by the proposer or the City, the City reserves the right to hold the best proposals for ninety (90) days from the opening date set forth above. The City may seek clarification from any proposer at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the RFP to the lowest responsible proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

SUBMITTED BY

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

PREPARER'S NAME _____
Please Type

AUTHORIZED SIGNATURE _____
Title

EMAIL _____

PHONE #(_____) _____ FAX # (_____) _____ DATE _____

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 18-21
**Continuity of Operations Plans and Continuity of Government Plans development
for the Cities of Aurora and Naperville Illinois**

PROPOSAL FORM

“AFFIDAVIT: I (We) hereby certify and affirm that my (our) proposal was prepared independently on this work, that it contains no fees or amounts other than for the legitimate execution of the work as specified, and that it includes no understandings or agreements in restraint of trade.”

(If an Individual)

Signature of Proposer _____ (SEAL)

Business Address _____

(If a Co-partnership)

Firm name _____ (SEAL)

Signed by _____ (SEAL)

Business Address _____

Insert Names
and Addresses
of all Members
of the Firm

(If a Corporation)

Corporate Name _____
Signed by _____, President

Business Address _____

Insert (President) _____

CORPORATE NamesNames of (Secretary) _____ of
(Secretary) _____

Officers (Treasurer) _____

ATTEST:

Secretary

(Note: Proposers should not add any conditions or qualifying statements to this RFP for the proposal may be declared irregular as being not responsive to the Request for Proposals.)

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 18-21
**Continuity of Operations Plans and Continuity of Government Plans development
for the Cities of Aurora and Naperville Illinois**

PROPOSAL SUBMITTAL CHECKLIST

Each Proposal must be placed in an envelope, sealed, and clearly marked on the outside: “16-20 Utility Invoice Production/Distribution Services.” In order to be considered responsive, the proposer must submit all of the following items in their sealed envelope:

- _____ Proposal Content (Appendix A, Section 4)
- _____ Proposer’s Certification (Page 1)
- _____ Proposer’s Tax Certification (Page 2)
- _____ Contact Information (Appendix B)
- _____ Vendor Application (Appendix E)

Each Price Proposal must be placed in a **separate, sealed envelope**, and clearly marked on the outside: “Price Proposal – RFP 18-21 Continuity of Operations Plans and Continuity of Government Plans Development for the Cities of Aurora and Naperville Illinois.”

- _____ Proposal Form (Appendix C)