

CITY OF AURORA

REQUEST FOR PROPOSAL 20-01

AVAILABILITY AND DISPARITY STUDY

Issued January __, 2020

**City of Aurora
44 E. Downer Place
Aurora, Illinois 60505**

Proposal Submitted Deadline:

**City of Aurora, IL -
Director of Purchasing**

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SECTION 1. INTRODUCTION AND GENERAL INFORMATION

1.1 Purpose.

1.1.1 The purpose of this Request for Proposal (“**RFP**”) is to request competitive, sealed proposals from experienced and qualified firms, companies, corporations, partnerships and other legal entities (“**Respondent**”) for conducting an “Availability and Disparity Study” for the City of Aurora.

1.1.2 The City of Aurora is seeking an availability study to determine the availability of qualified, willing, and capable Minority Business Enterprises (“**MBEs**”) and Women Business Enterprises (“**WBEs**”) in their respective geographical market areas for each classification of the City of Aurora’s procurements. The City of Aurora plans to utilize the availability analysis and results to establish goals for MBE and WBE participation in contracts and independent of a utilization or disparity analysis.

1.1.3 The Availability Study, as it relates to the City of Aurora contracting activity, will serve as a subset of the Disparity Study, the objectives of which are to:

- a. Establish the primary basis for determining the extent to which the City’s procurements should be subject to a race and/or gender conscious remedial program;
- b. Establish the primary basis by which the City will continue, modify or establish new goals that govern participation of MBEs and WBEs in procurements authorized by the City; and
- c. Evaluate the need for the development of programs, program elements or plans to enhance the City’s current supplier diversity program and/or to establish the basis for any recommended program enhancements.

1.1.4 The Respondent must perform comprehensive, effective, and legally supportable and enforceable Availability and Disparity Studies that meet the standards of *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989), *Adarand Constructors, Inc. v. Peña*, 515 U.S. 200 (1995), and all other applicable court decisions and laws.

1.1.5 As the City has not identified the appropriate geographic market relevant to their contracting activity, the Respondent will be required to assist the agency in identifying contractor locations that account for at least 75% of the contract and subcontract dollar expenditures in each agency’s project database (for the relevant study period) to determine appropriate geographic markets for the study.

1.2 Selection Process and Evaluation.

1.2.1 The selection of a qualified Respondent through this RFP process shall be governed by the City’s Procurement Code. The Respondent is encouraged to review the City’s Procurement Code posted on City of Aurora’s website prior to submitting a Proposal.

1.2.2 The selection process shall be conducted by a Procurement Committee.

1.3 **Management and Stakeholder Involvement.**

1.3.1 Because of the complexity of the Availability Study and Disparity Study, the procurement and study processes shall be conducted under the management of outside Legal Consultants, and the Deputy Chief of Staff in addition to the Procurement Team.

1.3.2 The outside Legal Consultants will assist with evaluating Proposals, interviews, community outreach, data gathering, communicating with stakeholders to help increase stakeholder inclusion in the Respondent's data-gathering efforts, and will assist with the City's communications concerning the Availability Study and Disparity Study.

1.4 **Procurement Schedule.**

1.4.1 A summary schedule of the activities associated with this RFP is presented in Table 1 – Procurement Schedule below. The City may, however, at their sole discretion, modify the schedule, as they deem appropriate and will notify of any changes in association with submittal dates by written Addenda in accordance with Subsection, Addenda to RFP, of this RFP.

Table 1 – Procurement Schedule

No.	Procurement Activity	Date
1	Issuance of Request for Proposal	
2	Pre-Proposal Conference	
3	Deadline for Submittal of Proposals	
4	Deadline for Submittal of Questions on RFP	minimum 15 days after issuance
5	Oral Presentations/Interviews	
6	Completion of Procurement Committee Evaluation	
7	Contract Award	

1.5 **Pre-Proposal Conference.**

1.5.1 A pre-proposal conference regarding this RFP will be held via teleconference. Respondents will be provided notice of the dial-in number via email 24 to 48 hours in advance of the conference.

1.6 **Inquiries.**

1.6.1 Inquiries and/or questions pertaining to the provisions and specifications of this Proposal package shall be directed to Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 5:00 p.m., _____. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx>. **No questions will be accepted or answered verbally. No questions will be accepted or answered after the _____ 5:00 p.m. 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.

1.6.2 Respondents must not contact any other City representative for information and/or to inquire about the status of this procurement prior to the submission of Proposals.

1.7 **Addenda to the RFP.**

1.7.1 Prior to the date for submittal of Proposals, the City may issue addenda to this RFP and/or written answers to written inquiries. No addenda or answers, however will be posted later than five (5) calendar days prior to the deadline for submittal of Proposals.

1.7.2 All addenda and answers, if issued, will be posted on the City's website at <https://www.aurora-il.org/bids.aspx>. Respondents are strongly encouraged to view the City's website regularly to determine whether any addenda or answers were posted. The City will not provide or be responsible for verbal responses.

1.8 **Proposal Submittal and Withdrawal.**

1.8.1 The deadline for submittal of Proposals is _____, 2020.

1.8.2 Proposer must submit an original response, marked as "original" one (1) 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.

1.8.3 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 RFP Number must be shown in the upper left corner of the envelope.

1.8.4 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.

1.8.5 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 Proposals to be received

1.9 Proposal Costs.

1.9.1 The City of Aurora will not reimburse any participant or Respondent for any costs associated with the preparation and/or submittal of any Proposal, or for any travel, site visits, interviews, presentations, negotiations, and/or per diem costs that are or may be incurred by any participant or Respondent.

1.10 Interpretation or Correction of Proposal.

1.10.1 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.

1.10.2 City of Aurora reserves certain rights, without limitation, including the following:

- a. To cancel the RFP and substitute another RFP;
- b. To issue addenda that may restrict, enlarge, or cancel any portion or all work described in the RFP without any obligation to commence a new procurement;
- c. To reject any and all Proposals submitted;
- d. To waive any information or irregularity in any Proposal;
- e. To modify or change its selection process prior to receipt of any Proposals;
- f. To conduct investigations with respect to the information provided by any Respondent;
- g. To seek clarification or request additional information from any Respondent in writing or as part of an interview to support such Respondent's responses and submittals;
- h. To negotiate with any Respondent; and

- i. To make an award to the Respondent deemed, in the sole discretion of City of Aurora to be the most suitable to City of Aurora.

SECTION 2. SCOPE OF WORK

2.1 Background.

2.1.1 Overview of City of Aurora: The City of Aurora is rich in history and pride and second largest city in the State of Illinois. The future for the “City of Lights” looks bright as the community continues to grow and prosper. The City of Aurora is accessible through five (5) 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 Far East Side of the City includes the Fox Valley Mall and residential areas and is projected to house 60,000 people within the next 20 years. The Near East side includes the internationally known Chicago Premium Outlets.

There are four (4) districts within the City: DuPage County, Kane County, Kendall County and Will County.

2.2 Availability Study Requirements.

2.2.1 Scope: As noted in Subsection 1.1.2. of this RFP, the Respondent shall perform an availability study to determine the availability of qualified, willing, and capable MBEs and WBEs for each classification of City of Aurora procurements – construction, construction related services, engineering and other professional services, and materials and commodities – in City of Aurora’s geographic market areas. As it relates to City of Aurora, the availability study shall be a subset and integral part of the disparity study the Respondent shall conduct for City of Aurora. M/WBE data shall include relevant information impacting capacity such as gross revenues, total annual receipts, total employees, years’ of experience, required licensure or other uniform and relevant measures.

2.2.2 In order to identify MBEs and WBEs available to provide construction and construction related services, engineering and other professional services, and materials and commodities specific to the needs of City of Aurora, the Respondent shall perform the following services:

- a. Collect data from City of Aurora and on contracts awarded by City of Aurora during the relevant review period to identify the contracts according to identified industries and classifications, to include North American Industry Classification System (NAICS) codes, in which contracts have been awarded; the Respondent shall address any sub-groups within a classification where appropriate; and
- b. Analyze, research, review and include as appropriate, contractor information from the business directories and/or registries of City of Aurora, Development Council, U.S. Small Business Administration Illinois District Office, other public and private registries of M/WBEs, business or industry groups, listings of federally and locally certified M/WBEs, and other local and state agencies that certify Illinois MBEs and WBEs; and

- c. The Respondent shall also obtain and analyze relevant data sources, such as U.S. census data, and shall demonstrate that it has employed valid statistical sampling in order to accurately ascertain the number of M/WBEs in the City of Aurora's relevant geographical market areas; and,
- d. Categorize each identified MBE and WBE as being a provider of construction, construction related, engineering and other professional services, materials and/or commodities, consistent with the classifications and/or sub-classifications identified in consultation with the City of Aurora and with a notation, where applicable, of each MBE's and WBE's applicable NAICS code. The Respondent shall indicate the total number of M/WBEs identified for each classification and in total.

2.3 **Disparity Study Requirements.**

2.3.1 **Scope:** As noted in Subsection 1.1.2. of this RFP, the Respondent must perform a comprehensive, effective, and legally supportable and enforceable Disparity Study for City of Aurora. The study must include an examination and evaluation of City of Aurora's procurement practices, including procurements made pursuant to City of Aurora's Procurement Regulations and Supplier Diversity Contractor Compliance Program. Consistent with disparity study best practices, the Respondent must study a five year period to include the period of 2014-2019. The Respondent shall assess City of Aurora's use of certified M/WBEs as prime contractors and subcontractors for construction, construction related services, engineering and professional services, and the provision of materials and commodities. For purposes of the study, City of Aurora's geographical procurement market area shall be area determined in consultation with the Respondent pursuant to Subsection 1.1.5 of this RFP.

2.3.2 **Final Written Report:** The Respondent shall prepare a final written disparity study report of results which must include, at a minimum, an analysis and related reports in each of the following areas:

- a. Legal Requirements
- b. Data Collection
- c. Availability Study
- d. Utilization Analysis
- e. Statistical Disparity
- f. Current and Past Procurement Practice Review
- g. Potential for Race or Gender Neutral Programs
- h. Passive Participation

2.3.3 **Goals and Objectives:** The Respondent's final written disparity report must meet the goals and objectives set forth by City of Aurora under Subsection 1.1.3 of this RFP.

2.3.4 **Legal Requirements:** Within the "Legal Requirements" section of the disparity study report, the Respondent shall provide a summary of the Respondent's understanding of the standards of *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989), and *Adarand Constructors*,

Inc. v. Pena, 515 U.S. 200 (1995), and subsequent applicable Illinois and other court decisions and laws.

2.3.5 Data Collection: The Respondent is expected to and shall collect and analyze anecdotal evidence from M/WBEs and from non-M/WBEs concerning discriminatory and/or other unfair experiences doing business, or attempting to do business, with City of Aurora including any experience of institutionalized discrimination and/or individual disparate treatment. The Respondent shall verify the factual accuracy of all relevant data collected and shall utilize surveys, personal interviews, public hearings, and/or other information gathering techniques to solicit testimony and comments from M/WBEs and any other groups which may have knowledge of discrimination in procurements by City of Aurora.

2.3.6 Availability Study: The Respondent shall agree that the Availability Study required under Subsection 2.3 of this RFP, as it relates to City of Aurora contracting activity in its geographic market, shall serve as a subset of and shall be integrated within and utilized to complete the Disparity Study.

2.3.7 Utilization Analysis: In order to determine and analyze the utilization of MBEs and WBEs in the relevant geographical market area per the identified industries and classifications (construction, construction related, engineering and other professional services, materials and commodities), the Respondent shall research and evaluate the contracts awarded by City of Aurora pursuant to City of Aurora's Procurement Regulations and Supplier Diversity CCP. The Respondent shall conduct the following services in order to determine and analyze such utilization:

- a. The Respondent shall identify the contracts according to the identified industries and shall determine the number of contracts awarded by classification; The Respondent shall address any sub-groups within a classification where appropriate. The Respondent shall further classify the contracts according to the NAICS codes;
- b. For each classification of contract, the Respondent shall specify both the number of contracts and the total dollar value of the contracts;

For each classification of contract, the Respondent shall provide the:

- i. Total number of M/WBEs that were actually utilized;
- ii. Total number of M/WBEs that were actually utilized broken down into prime and subcontractor groupings;
- iii. Total City of Aurora contracts awarded to M/WBE firms broken down by prime contracts and subcontracts;
- iv. Total dollars paid to M/WBE firms broken down by prime contracts and subcontracts.

2.3.8 Statistical Disparity: Based on the information collected from the Availability Study and the Utilization Analysis conducted for City of Aurora, the Respondent shall perform a statistical disparity analysis to determine whether there is a legally significant, statistical disparity between

the number of qualified, willing and capable MBEs and WBEs available to perform a particular service or to provide a material or supply in each category identified by NAICS code. The Respondent shall distinguish between the number of MBEs and WBEs working as prime contractor and those MBEs and WBEs working as a subcontractor.

- a. The Respondent shall conduct a comparison by classification (i.e., construction, construction related services, engineering and other professional services, and materials and commodities) of the utilization of MBEs and WBEs, both as a prime contractor and as a subcontractor, in contracts awarded by City of Aurora pursuant to City of Aurora's Procurement Regulations and Supplier Diversity CCP, to the MBEs and WBEs available to provide services/materials to City of Aurora;
- b. The Respondent shall determine whether there is a statistically significant disparity either in the under-utilization or over-utilization of MBEs or WBEs in a particular classification;
- c. The Respondent shall also compare and contrast the Respondent's findings with contracts awarded to non-MBE and non-WBE prime contractors and subcontractors, identifying and evaluating any similarities and differences and determining whether there is significant disparity between the level of MBE and WBE participation in contracts awarded according to City of Aurora's Procurement Regulations and Supplier Diversity CCP as compared to contracts awarded to non-MBEs and non-WBEs;
- d. If the Respondent determines that a disparity exists, the Respondent shall determine the extent and possible cause of the disparity, including being a result of active or passive discrimination against MBEs or WBEs, and/or non-discriminatory causes. The Respondent shall provide recommendations to address the disparity. As part of this determination, the Respondent shall take into account, and report separately, the estimated past impacts, if any, of (a) race-conscious, and (b) race-neutral M/WBE initiatives by City of Aurora.

2.3.9 Current and Past Procurement Practice Review: The Respondent shall review current and past procurement policies, programs, rules, regulations, procedures, processes, and practices of City of Aurora in order to determine whether the policies, programs, rules, regulations, procedures, processes, and practices are discriminatory against M/WBEs on their face or in practice or the extent to which prior efforts have assisted M/WBEs to participate on a fair basis in contracting activities. As part of such review and evaluation, the Respondent shall:

- a. Review and analyze City of Aurora's policies, procedures, and practices related to the procurement of small dollar contracts (i.e., greater than an annual value of \$25,000 and less than an annual value of \$50,000). The Respondent shall document the Respondent's findings and provide specific recommendations;
- b. Review and analyze the policies, procedures, and practices of City of Aurora's Supplier Diversity Program including, but not limited to, CCP management, data collection, compliance, and outreach components. The Respondent shall document

the results of the review and identify the strengths and weaknesses of the program, and recommendations for improvement for the program;

- c. Determine and document if there are any barriers, either on their face or in practice, to full participation by MBEs and WBEs in City of Aurora's procurement/contracting process, including purchases between \$25,000 and \$50,000;
- d. Examine, analyze, and document any discrimination against MBEs and WBEs caused by City of Aurora's contracting and procurement practices or procedures; and
- e. Make recommendations for changes/revisions or modifications to current procurement policies, programs, rules, regulations, procedures, processes, and practices in order to enhance the participation of MBEs and WBEs in City of Aurora contracts, and/or to ensure legal compliance.

2.3.10 Potential for Race or Gender Neutral Programs: The Respondent shall make recommendations regarding the implementation of race and gender neutral means to address findings and/or to resolve issues uncovered by the overall disparity study findings.

2.3.11 Passive Participation: To be able to determine whether City of Aurora is a passive participant in racial, ethnic, or gender discrimination, the Respondent shall investigate, describe, and evaluate practices that indicate discrimination by the private sector in the segments of the private sector economy that are consistent with the segments covered by the disparity study. The Respondent shall include the following areas within the investigation:

- a. Possible impediments to the movement of minorities and women from craft and other positions into business ownership;
- b. Problems related to the development and expansion of businesses owned by minorities or women;
- c. Discriminatory practices and patterns, if any, of local trade associations, union, suppliers, lending institutions, sureties, and insurance companies and contractors that might act to impede the success of businesses owned by minorities or women; and
- d. Documentation of patterns of discrimination, if such patterns are found, that might result in a disproportionately small number of willing and capable businesses owned by minorities and women.

2.3.12 The Respondent shall take care to assure that any allegations of discrimination contained in the disparity study report are focused, documented, and verified. The Respondent's disparity study report shall also recommend a system and level of personnel necessary to monitor compliance of the Respondent's recommended program changes, modifications, or processes.

SECTION 3. REPORTING AND PRESENTATIONS

3.1 Reporting Requirements.

3.1.1 Monthly Progress Reports: No later than the 15th of every month, the Respondent shall provide a monthly progress report to City of Aurora's Procurement Committee, which outlines the following:

- a. The specific activities performed or completed during the prior month;
- b. The specific activities completed to date and the completion dates of such activities; and
- c. The specific activities and projected completion date(s) for remaining activities to be completed.

3.1.2 Preliminary Outline: No later than thirty (30) calendar days after receipt of notice to proceed with the Availability Study and Disparity Study, the Respondent shall submit a preliminary outline of the progress report for the Procurement Committee's review and comment. The Procurement Committee review shall be completed within fourteen (14) working days of receipt of the preliminary outline.

- a. The preliminary outline shall delineate the main topics and subtopics which will later be described in detail in required reports;
- b. Beneath each topic and subtopic, the Respondent shall furnish a brief narrative description of the subject matter encompassed by the topic or subtopic; and
- c. If requested by the Procurement Committee, the Respondent shall modify and/or rearrange the organizational structure, topics, and subtopics as the Procurement Committee deems necessary to ensure the inclusion of all areas being reviewed and analyzed as required by the contract.

3.1.3 Mid-Point Report: No later than the midpoint between of the completion of the due date of the Disparity Study Report required pursuant to Subsection 2.3.2, the Respondent shall submit a mid-point report which must be a detailed progress report and must include, at a minimum, the following:

- a. preliminary findings and statistics;
- b. a description of the tools being used;
- c. elaborations to the preliminary outline;
- d. descriptions of the ongoing analysis; and

- e. additional information deemed necessary by the Procurement Committee to determine that the Respondent is performing on schedule and in accordance with the approved methodology.

3.1.4 Disparity Study Report: The Respondent must conduct the disparity study and prepare the disparity study report to include the results and findings from all contract requirements.

- a. In addition to the data and recommendations already required herein, the disparity study report must include, but not be limited to the following:
 - (1) Executive Summary of findings and conclusions;
 - (2) Name and title of the individuals responsible for data collection, evaluation, disparity analysis, and the preparation of the disparity study report;
 - (3) Definitions section which lists definitions, including all racial, gender, and ethnic groups considered in the disparity study;
 - (4) Methodologies used in conducting the data collection, evaluation, and analysis, including a detailed description of results, discussions, conclusions, and recommendations made by the Respondent based on the Respondent's review of the data, documents, and other sources of information, as well as the factors and information collected and reviewed;
 - (5) A legal analysis section, discussing case law, including Respondent's understanding of the standards of *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989), and *Adarand Constructors, Inc. v. Peña*, 515 U.S. 200 (1995), and their impact and setting forth the legal frameworks for the disparity study, and noting any relevant Kentucky court decisions that may relate to City of Aurora's Supplier Diversity Program;
 - (6) All assumptions made by the Respondent that impact the disparity study;
 - (7) Any information that was not included in the disparity study, and the reasons for the exclusion;
 - (8) Recommendation as to how to best use the disparity study and its data in order to comply with goal setting and program compliance issues;
 - (9) A recommendation on how often a disparity study should be conducted in order to continue to maintain the validity and integrity of City of Aurora's M/WBE program.
- b. Rough Preliminary Draft: At least sixty (60) calendar days prior to the date the disparity study report is due, the Respondent shall submit a rough preliminary draft of the disparity study report for the Procurement Committee's review and comment. The Respondent shall agree and understand that at the time of submission of the rough preliminary draft, all services, studies, and analyses required by the contract

may not yet be complete. However, the rough preliminary draft should be as complete as possible and must indicate to City of Aurora's representatives on the Procurement Committee the scope and content of the disparity study report. The Procurement Committee review shall be completed within twenty-one (21) working days of receipt of the rough preliminary draft.

- (1) If requested by the Procurement Committee, the Respondent shall modify and/or provide additional elaboration to the rough preliminary draft as the Procurement Committee deems necessary to ensure a comprehensive and thorough disparity study report.
 - (2) The rough preliminary draft must incorporate all changes required from the Procurement Committee's review of the preliminary outline.
- c. Final Draft: At least fourteen (14) calendar days after receipt of the Procurement Committee's comments regarding the rough preliminary draft, the Respondent shall present a final draft of the disparity study report for the Procurement Committee's review and comment. The Procurement Committee's review shall be completed within fourteen (14) working days of receipt of the final draft.
- (1) If requested by the Procurement Committee, the Respondent shall modify and/or provide additional elaboration to the final draft as the Procurement Committee deems necessary to ensure a comprehensive and thorough disparity study report.
 - (2) The final draft must incorporate all changes required from the Procurement Committee's review of the rough preliminary draft.
- d. Completed Disparity Study Report: In accordance with the disparity study timeline, and after completing all revisions to the draft as specified above, the Respondent must submit a completed disparity study report to City of Aurora.

3.1.5 The Respondent shall submit one hard copy and an electronic copy of the completed Disparity Study Report to City of Aurora.

3.2 **Presentation Requirements.**

3.2.1 **Oral Presentation:** The Respondent shall make at least two (2) oral presentations of the disparity study report to persons or organizations as deemed necessary by City of Aurora.

SECTION 4. TECHNICAL PROPOSAL

4.1 **Respondent Experience and Qualifications.**

4.1.1 City of Aurora is seeking proposals from firms that have demonstrated experience in performing availability and disparity studies that have and/or would withstand challenge for state and local governmental entities. City of Aurora is interested in proposals from firms that have the

resources and experience to perform the scope of work and meet the reporting and deliverables requirements of Sections 2 and 3 of this RFP.

In addition, it is imperative that the availability and disparity study to be produced as a result of this RFP is unassailable on the ground that it is the result of any bias or conflict of interest. Proposals of firms that have any current or past involvement, interest or association in any respect with City of Aurora, or any of City of Aurora's actual or potential contractors, consultants, subcontractors, sub-consultants, or MBEs/WBEs may not be considered for award. Any such involvement, interest or association that could create any actual or potential bias or conflict, or interest must be disclosed in the Proposal, and if no such actual or potential bias or conflict exists, proposals shall so certify as part of their proposal.

It is also imperative that the Respondents describe and demonstrate relevant experience by providing the following:

- a. A summary narrative of the Respondent's technical expertise that demonstrates that the Respondent has at least ten (10) years' experience in performing projects of a similar size and scope and describes the unique capabilities of the Respondent. The narrative should highlight the Respondent's ability to satisfy all Availability Study and Disparity Study Requirements (Subsections 2.2 and 2.3) including data collection, performing an availability study and utilization/disparity analysis, and preparation of all required reports and reporting, including presentations.
- b. The narrative should also highlight the Respondent's successful prior experience conducting availability and disparity analyses, or analogous studies and include a description of the direct prior experience of Respondent with other comparable governmental entities relating to availability, disparity and policy analysis. In addition, the narrative should identify any lawsuits filed, the current status of the lawsuit (pending or closed) involving availability or disparity studies conducted by the firm and state whether the firm or any proposed staff provided expert witness or litigation assistance services to previous clients on the topic of disparity analysis.
- c. Respondents should detail at least three similar engagements comparable to those services detailed in Subsections 2.2 and 2.3 but no more than five. Please indicate, for each engagement completed:
 - (1) Name of client organization;
 - (2) Type of client (e.g. government entity (Local, State, Federal), private company, etc.);
 - (3) Project description and services provided;
 - (4) Project duration including start/end dates;
 - (5) Number of Respondent staff involved in the engagement;

- (6) Any other information regarding the project that would assist City of Aurora in determining the success experienced by the client. This may include providing one previous disparity study.

4.2 **Firm References.**

4.2.1 The Respondent is asked to supply City of Aurora with the names and contact information for two individuals (one primary and one alternate contact person) that City of Aurora may contact as a reference for each engagement described above.

4.2.2 City of Aurora may seek information from references regarding subjects that include, but are not limited to, the quality of services provided, anticipated ability to perform the services required in this RFP and the responsiveness of the Respondent to the client during the engagement.

4.2.3 Information provided by references may be used by City of Aurora for proposal evaluation purposes. City of Aurora is not responsible for the lack of responsiveness of the references listed by Respondents, and City of Aurora is not required to alert Respondents of a reference's unresponsiveness during the proposal evaluation period. Inability to contact a reference will not be looked upon favorably.

4.3 **Staff Experience and Qualifications.**

4.3.1 Respondents should demonstrate that the staff proposed has the knowledge and ability to perform the services described in the RFP and provide the following:

- a. A project management and staffing plan that describes the unique capabilities of the individuals assigned. Include a narrative description of the specific function/role that each staff member would perform and their specific qualifications for their proposed role in this engagement. Lead staff should be identified. Respondents should submit resumes for all members of the proposed team, including any subcontract personnel who may work on the engagement.
- b. State all relevant information regarding the number, qualifications and experience of the staff to be specifically assigned to this engagement. Indicate how the staff competency level over the term of the contract will be assured.

4.4 **Staff References.**

4.4.1 Respondents should submit staff references' contact information for at least three (3) references from recent engagements, preferably with governmental entities, who can comment on the experience of the lead staff proposed for this engagement. Names, titles, addresses and telephone numbers of organizations and individuals who may be contacted for reference must be included.

4.4.2 City of Aurora may seek information from references regarding subjects that include, but are not limited to, the quality of services provided, anticipated ability to perform the services required in the RFP and the responsiveness of staff to the client during the engagement.

4.4.3 Information provided by references may be used by City of Aurora for proposal evaluation purposes. City of Aurora is not responsible for the lack of unresponsiveness of the references listed by Respondents, and City of Aurora is not required to alert Respondents of a reference's unresponsiveness during the proposal evaluation period. Inability to contact a reference will not be looked upon favorably.

4.5 **Subcontractors.**

4.5.1 The Respondent should identify all subcontractors, their roles and their experience and qualifications, including experience with governmental entities, and specific knowledge of the topic and/or City of Aurora's market area.

4.6 Project Understanding & Methodology

4.6.1 All Respondents must outline a plan for completing the Scope of Work and meeting requirements of the RFP, addressing the following minimum criteria:

- a. A description of the tasks and methods to be used and the rationale for the methodology, a prediction of the Respondent's schedule. Include a timeline for completing the work, including key progress reports. Proposals shall include the methodology to be utilized, the rationale for the methodology and documentation so the study results may be replicated.
- b. A description of the factors to be used in determining availability. The Respondent must demonstrate that their statistical analyses measure availability according to relevant and applicable legal standards and authorities.
- c. A list of the sources that will be used to gather information and a statement of the Respondent's ability to work from manual sources, if necessary, and access information not readily available.
- d. A description of the method for collecting and documenting anecdotal evidence.
- e. A description of how the Respondent will test for non-discriminatory explanations for the differences and disparities identified.
- f. Suggestions, if any, for alternative avenues of investigation and analysis.
- g. A description of the methods for storing and delivering the back-up data for all computations and analyses.
- h. An assessment of relevant issues and considerations not included in Section 2 above that in the Respondent's estimation need to be addressed as part of City of Aurora's disparity study.

SECTION 5. COST

5.1 Complete Cost Proposal.

5.1.1 All Respondents must complete and submit with their Proposal the budget which appears in this RFP as Appendix “B”. Respondents may not substitute their own budget in place of Appendix “B”. Proposals received that do not include a budget in the form of Appendix “B” will be deemed nonresponsive and will not be considered for the contract award. The budget shall include the cost of performing the tasks outlined herein to include the anticipated number of labor hours involved in each task. **[The cost proposal/budget shall be separate from the Respondent’s Technical Proposal, and in a separate envelope.]**

5.1.2 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.)

5.2 Administrative Proposal.

5.2.1 Respondents must also complete and include:

5.2.2 Subcontracting Plan Evaluation: Subcontracting Plans will be evaluated based on the following criteria:

- a. Identification of national and federal certified MBE and WBE subcontractors / sub-consultants, their scope of work, the dollar amount and the percentage of the total project. The project must also include the M/WBE company name, contact person, mailing address, telephone number, along with a current copy of their M/WBE certification certificate;
- b. MBE and WBE subcontractors / sub-consultants must be certified at the time of the Proposal submittal date with one of the following:
 - (1) National Minority Supplier Development Council (“NMSDC”)
 - (2) National Women Business Owners Corporation (“NWBOC”)
 - (3) Women’s Business Enterprise National Council (“WBENC”)
 - (4) U.S. Small Business Administration’s 8a Certification (“U.S. SBA”)
- c. A contract administration plan that includes evidence of agreements with the certified M/WBEs and reporting M/WBE expenditures to City of Aurora. For

example, this may include, but is not limited to execution of MBE and WBE sub-agreements or letters of intent.

SECTION 6. PROPOSAL EVALUATION AND AWARD

6.1 Evaluation Process.

As noted above, the selection of qualified Respondents is governed by City of Aurora's Procurement Regulations, which are modeled after, pursuant to which selection will be performed by a Procurement Committee. A Procurement Committee consisting of members of City of Aurora staff will review and evaluate all Proposals.

6.1.1 All Proposals submitted in response to this RFP will be evaluated by the Procurement Committee based on the information supplied per Sections 4, 5 and 6 of this RFP, and utilizing criteria specified herein.

6.2 Evaluation Criteria.

6.2.1 The review and analysis of the Proposals by the Procurement Committee will be based on the following criteria:

- a. Submission of a complete package including all forms
- b. Experience and Qualifications
- c. Approach/Methodology
- d. Proposed Budget
- e. M/WBE Subcontracting Participation

6.3 Evaluation Method.

6.3.1 Procurement Committee members will conduct a completeness review of the Proposals. Proposals must include all requirements specified in Sections 4, 5 and 6 of this RFP. Minor informalities may be jointly waived by City of Aurora. Those Proposals found to be complete, will then be ranked by individual members. The Procurement Committee reserves the right to require oral presentations by teleconference or in person from the top three Respondents and to require a formal presentation with the key individuals who will administer and be assigned to work on the contract before recommendation of award. An oral presentation provides an opportunity for the Respondents to clarify their submittal. City of Aurora, if deemed necessary, will notify the Respondents and schedule an oral presentation. All costs associated with the presentations will be borne by the Respondents. At the conclusion of the oral presentations, the Procurement Committee will re-evaluate and assign points in accordance with the evaluation criteria listed.

6.3.2 Evaluation Criteria and Points: Table 2 – Evaluation Criteria and Points provides guidelines for the Procurement Committee members for the ranking of Proposals. In each category where points are to be assigned, Respondents may receive up to the maximum allowable number of points from an individual Procurement Committee member. Total points of each Procurement Committee member for each Proposal will be tallied and averaged. The Proposal with the highest total average score will be ranked first.

Table 2 - Evaluation Criteria and Points

EVALUATION CRITERIA	POINTS
Criteria #1: Respondent's Experience and Qualifications	25
Criteria #2: Respondent's Technical Approach (Scope of services, project understanding and methodology, schedule/ timeline)	30
Criteria #3: Cost Proposal / Budget	20
Criteria #4: Supplier Diversity MBE and WBE Subcontracting Plan	25
<i>TOTAL:</i>	100

6.4 Award.

6.4.1 City of Aurora anticipates awarding to the Respondent who submits the Proposal judged by City of Aurora to be the most advantageous to City of Aurora.

6.4.2 City of Aurora intends to enter into contract negotiations with the highest ranked Respondent. If the highest ranked Respondent cannot negotiate a successful contract, City of Aurora may jointly terminate such negotiations and begin negotiations with the next highest ranked Respondent. No Respondent shall have any rights against City of Aurora arising from such negotiations.

6.4.3 Negotiations may be conducted in person, in writing, or by telephone.

6.4.4 The price structure/proposed budget submitted in the Proposals shall be firm. However, City of Aurora reserve the right to negotiate a "best and final" price/proposed budget with the highest ranked Respondent.

6.4.5 Terms, conditions, methodology, or other features of the Respondent's proposal may be subject to negotiation and subsequent revision.

6.4.6 The mandatory requirements of the RFP shall not be negotiable unless City of Aurora determine that a change is in the best interest of City of Aurora.

6.4.7 The Respondent understands that this RFP does not constitute an agreement or a contract with the Respondent. An official agreement or contract is not binding until Proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within City of Aurora and executed by the parties.

SECTION 7. CONTRACT

7.1 The successful proposer may be required to:

- a. Enter into a fully signed contract in writing with the City of Aurora covering matter and things as are set forth in the proposal package; and
- b. Carry insurance acceptable to the city covering public liability, property damage and Worker's Compensation.

7.1.2 The original contract period shall be for a period of one year. The contract shall not bind, nor purport to bind, City of Aurora for any contractual commitment in excess of the original contract period. City of Aurora shall have the right, at its sole option, to renew the contract for one additional one-year period, or any portion thereof, as deemed necessary by City of Aurora. In the event City of Aurora exercises such right, all terms and conditions, requirements and specifications of the contract, including prices, shall remain the same and apply during the renewal period.

7.2 **Payment of Invoices.**

7.2.1 After submission of each of the following deliverables, the Respondent shall submit invoices to City of Aurora. After City of Aurora's approval of each deliverable, the Respondent shall be paid as follows:

- a. After completion, submission, and approval of the Preliminary Outline, the Respondent shall be paid ten percent (10%) of the total firm, fixed price specified on the Cost Proposal.
- b. After completion, submission, and approval of the final Availability Study Report, the Respondent shall be paid fifteen percent (15%) of the total, firm fixed price specified on the Cost Proposal.
- c. After completion, submission, and approval of the Mid-Point Report, the Respondent shall be paid ten percent (10%) of the total firm, fixed price specified on the Cost Proposal.
- d. After completion, submission, and approval of the Rough Preliminary Draft Disparity Study Report, the Respondent shall be paid thirty percent (40%) of the total firm, fixed price specified on the Cost Proposal.
- e. After completion, submission, and approval of the final Disparity Study Report, the Respondent shall be paid the remaining forty percent (25%) of the total firm, fixed price specified on the Cost Proposal.

7.2.2 Other than the payments specified above, no other payments or reimbursements shall be made to the Respondent for any reason whatsoever including, but not limited to taxes, travel expenses, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

SECTION 8. SPECIAL PROVISIONS

8.1 Equal Employment Opportunity.

8.2 Code of Conduct.

The Consultant shall also agree to avoid situations, which could be considered either a conflict of interest, or detrimental to the operation or reputation of City of Aurora, and to abide by City of Aurora's Code of Conduct, which will become a part of any contract awarded in connection with this RFP.

8.3 Future Work.

City of Aurora may, at their discretion, negotiate with the successful Consultant to include further services not identified in this RFP.

8.4 Public Inspection of Proposals.

City of Aurora Procurement Regulations allow for public inspection of all proposals received as a result of this RFP after negotiations have been concluded and contract(s) contemplated herein have been awarded.

8.5 Laws and Regulations.

City of Aurora require that all responses to this RFP, and any contract that may result, be in accordance with all applicable laws, ordinances, rules, and regulations of the State of Illinois, and City of Aurora.

Any contract developed as a result of this RFP shall be construed and governed by the laws of the State of Illinois.

8.6 Liability Insurance.

In addition, before entering into a contract, the successful Consultant firm shall furnish to City of Aurora proof of insurance coverage and limits of liability as set forth below:

- a. Workers' Compensation Insurance in accordance with the laws.
- b. Comprehensive General Liability in an amount not less than \$1,000,000 combined single limits; and, \$2,000,000 for General Aggregate.
- c. Comprehensive Automobile Liability in an amount not less than \$1,000,000 combined single limits.
- d. Professional Liability Insurance not less than \$250,000 – Limit of Liability (inclusive of both damage and claims expense).
- e. Excess Liability or Umbrella insurance providing additional protection with the limit of \$2,000,000 for each occurrence and General Aggregate of \$2,000,000.

- f. Workers' Compensation Insurance in accordance with the laws of Illinois.
- g. Comprehensive General Liability in an amount not less than \$1,000,000 combined singled limits; and, \$2,000,000 for General Aggregate.
- h. Comprehensive Automobile Liability in an amount not less than \$1,000,000 combined single limits.
- i. Professional Liability Insurance not less than \$250,000 – Limit of Liability (inclusive of both damage and claims expense).
- j. Excess Liability or Umbrella insurance providing additional protection with the limit of \$2,000,000 for each occurrence and General Aggregate of \$2,000,000.

All policies shall provide that City of Aurora will be notified of cancellation, except for cancellation for non-payment of premium, or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Ten (10) days prior notice of cancellation for non-payment of premium will be required. Certificates of Insurance stating the limits of liability and expiration date shall be filed in triplicate with City of Aurora before operations are begun. Such certificates shall name the types of policies provided.

The Consultant must also include the following as Additional Insured and typed on each Certificate of Insurance:

8.7 **Proposal Deposit.**

No Deposit Required

8.8 **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.

8.9 **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.

8.10 **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.

8.11 **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 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 hereof. The workers on premise shall be employed by the contractor. If subletting, will be utilized provide a list of each subcontractor, which sections of the project they would be assigned and their experience working in those areas and 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

8.12 **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 performance, financial responsibility, general reputation, experience, service capabilities (d) delivery or completion date; (e) product appearance, workmanship.

8.13 **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

8.14 **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.

8.15 **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.

RESPONDENT QUESTIONNAIRE

EMAIL ADDRESS:

LIST OF PARTNERS, MEMBERS, PRINCIPALS, CORP, OFFICERS OR OWNERS_____

[illegible]

APPENDIX A – PAGE 2

ADDITIONAL INFORMATION REQUIRED

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

NAME	ADDRESS

CONFLICTS OF INTEREST:

Identify any contract(s), including any contract involving an employment or consulting relationship, which the firm, or its partners, members, principals, corporate officers or owners currently has or have had (within the past twelve (12) months) with City of Aurora, any City of Aurora Board Member or City of Aurora Employee.

Identify any audits or investigations that are in progress or for which you have received notification, for any federal, state, or quasi-governmental agency or regulator board (IRS, SEC, MRSB, etc.).

I hereby certify that the foregoing information is true, correct and complete to the best of (my/our) knowledge and belief:

By: _____
(Signature) (Date)
(Title) _____

By: _____
(Signature) (Date)
(Title) _____

APPENDIX B
RESPONDENT'S COST PROPOSAL

DRAFT

APPENDIX C

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 _____, 2020

Notary Public

APPENDIX D

PROPOSER'S TAX CERTIFICATION

STATE OF ILLINOIS)
)
County of Kane) ss.

(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 _____, 2020

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 _____, 2020.

Notary Public

APPENDIX E

Sample Contract

DRAFT

**CITY OF AURORA AGREEMENT FOR
AVAILABILITY AND DISPARITY STUDY**

THIS AGREEMENT, entered on this _____ day of _____, 2020 (“Effective Date”), for the Availability and Disparity Study (“Services”) is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and (“Proposer”), located at _____.

WHEREAS, the City issued a Request for Proposal (“RFP”) on _____ for an Availability and Disparity Study; and

WHEREAS, the Proposer submitted a response to the RFP and represents that it is ready, willing and able to perform the Services specified in the RFP and herein as well as any additional services agreed to and described in the Agreement; and

WHEREAS, on _____, the City awarded a contract to Proposer.

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. **Agreement Documents.** The Agreement shall be deemed to include this document, Proposer’s response to the RFP, to the extent it is consistent with the terms of the RFP, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Request for Proposal 20-01

In connection with the RFP and this Agreement, Proposer acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Proposer represents that such material and information furnished in connection with the RFP and this Agreement is truthful and correct. Proposer shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. **Scope of Services.** Proposer shall perform the Services listed in the RFP, attached hereto as Exhibit 1.

3. **Term.** Until completion of services per the RFP.

4. **Compensation.**

a. **Maximum Price.** In accordance with the Proposer’s negotiated cost, the maximum price for providing the Services shall be \$_____.

b. **Schedule of Payment.** The City shall pay the Proposer for the Services in accordance with the amounts set forth in Section 7.2. The Proposer shall be required to submit an itemized invoice as well

APPENDIX E-1

as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*) Each invoice shall be accompanied by a statement of the Proposer of the percentage of completion of the Services through the date of the invoice.

5. Performance of Services.

Standard of Performance. Proposer shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Proposer shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Proposer shall ensure that Proposer and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Proposer shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Proposer or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Proposer from the responsibilities set forth herein.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Proposer with thirty (30) days notice specifying the termination date. Upon completion of services, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Proposer only for services performed up to the date of termination. After the termination date, Proposer has no further contractual claim against the City based upon this Agreement and any payment so made to the Proposer upon termination shall be in full satisfaction for Services rendered. Proposer shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Miscellaneous Provisions.

a. Illinois Freedom of Information Act. The Proposer acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. Entire Agreement. This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts,

representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. Consents and Approvals. The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

FOR CITY OF AURORA

By: _____

ATTEST:

City Clerk

FOR _____

By _____

(SEAL)

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME _____

(SEAL)

By _____

President – Contractor

ATTEST:

Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual)

_____(SEAL)

_____(SEAL)

Contractor

DRAFT

**CITY OF AURORA
REQUEST FOR PROPOSAL 20-01
AVAILABILITY AND DISPARITY STUDY**

EXHIBIT 1

(REQUEST FOR PROPOSAL)

DRAFT

**CITY OF AURORA
REQUEST FOR PROPOSAL 20-01
AVAILABILITY AND DISPARITY STUDY**

EXHIBIT 2

(PROPOSAL FORM 20-01)

DRAFT