

**CITY OF ELGIN, ILLINOIS, REQUEST FOR PROPOSALS  
INSTRUCTIONS TO VENDORS**

The City of Elgin requests proposals for Fire Inspection Services. This proposal process and award of the contract are made in conformance with Elgin Municipal Code Title 5. The City of Elgin reserves the right to reject any or all proposals, or any part thereof, or to accept any proposal or any part thereof, or to waive informalities in any proposal, if deemed to be in the best interest of the city. PLEASE SUBMIT PROPOSAL WITH ONE ORIGINAL AND ONE CD with the proposal number and name, time of opening, and company name clearly marked on the envelope to the City of Elgin Purchasing Department, 150 Dexter Court, Elgin, IL 60120-5555.

Prior to proposal opening, a Vendor may correct, modify or withdraw its proposal by making the request in writing prior to the time and date for the proposal opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction to the original proposal submitted, and identifying the proposal by name, number and opening date.

Proposal awards made by the City Council of the City of Elgin may be corrected or amended in the sole discretion of the City Council prior to the city's execution and delivery of a signed agreement to a Vendor. Proposals must be signed by an authorized official of the Vendor's organization, and the name of the official and title typed below the signature. Proposals must be sealed in an envelope clearly marked with proposal name and due date written thereon. Faxed proposals will not be accepted. No proposal may be withdrawn after the scheduled closing time for receipt of proposals for 60 days. Award shall be made within 60 days unless award date is extended.

Purchases made by the City of Elgin are exempt from the payment of federal excise tax and State of Illinois sales tax and any such taxes must not be included in the proposal prices. Unless otherwise indicated, deliveries are FOB destination Elgin, Illinois.

In the case of a conflict between unit price and extended price, unit price shall take precedence. If goods are not delivered or services are not performed within the time frame specified in the Request for Proposal (or where no time is specified, within a reasonable time frame) the City of Elgin reserves the right to cancel the order or any part thereof.

If required in the specifications, the Vendor must submit with its proposal a certified check or bid bond in the amount of five percent (5%) of the total base proposal, or other amount indicated herein, payable to the City of Elgin, as a guarantee that the selected Vendor will sign a contract and provide any required bonds or insurance within fifteen days of receiving the contract. The proceeds of the proposal guarantee shall become the property of the City if, for any reason, the selected Vendor withdraws its proposal before its expiration or cannot provide a signed contract, bonds and/or insurance within ten days after award.

Proposals will be considered on goods complying substantially with specifications provided each deviation or alternative is identified and described in an attachment to the proposal. The City of Elgin reserves the right to determine whether such deviations or alternatives are acceptable. Brand names that may be mentioned in specifications as used only as a reference to the type and quality of goods desired unless otherwise indicated.

The selected Vendor(s) must comply with all laws, rules and regulations pertaining to public contracts as adopted by the State of Illinois and the City of Elgin, including but not limited to the payment of prevailing wages.

**Proposals must contain:**

1. A signed Tax/Collusion/Debarment Affidavit
2. A signed Agreement. If awarded a contract, a fully executed copy will be sent to you.
3. A completed Bidder's Employee Utilization Form (if you employ 5 or more persons).
4. A signed Sexual Harassment Form
5. Any other information or materials required in the specifications.

**Bid announcements can be found on the City of Elgin website at <http://www.cityofelgin.org/bids.aspx>**

**City of Elgin, Illinois  
Fire Inspection Services  
Request for Proposals**

**Date Issued: Friday, July 15, 2011  
Responses Due: Friday, July 29, 2011**

**Section I: Overview**

The City of Elgin was incorporated in 1854 and is situated along the banks of the Fox River. Elgin is now home to nearly 110,000 residents and has experienced a steady annual growth rate for the last 10 years. During the last five years, a majority of the city's growth has been west of Randall Road.

Voted one of the Top Ten U.S. Cities for economic development in both 2003 and 2005, Elgin is one of America's most dynamic centers for business growth. Elgin is home to such international companies as Siemens Winergy, Geka Brush, Mazak Optonics, and NTN with nearly 5,000 new jobs created, and nearly six million square feet of new commercial space added since 2005.

The City of Elgin is committed to providing a safe community for its residents through high-quality emergency services. It is the mission of the Elgin Fire Department to provide the highest level of life and property protection services to all citizens in a safe, professional and compassionate manner.

The City of Elgin currently conducts more than 3,800 commercial and industrial business fire inspections through individual fire and ambulance company business inspections and the Fire Prevention Bureau. The city is seeking the services of a qualified individual or firm to provide the fire inspection duties for those commercial and industrial businesses.

**Section II: Scope of Services and Requirements**

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. Work in this assignment requires a thorough knowledge and understanding of the fire and life safety codes and standards as adopted by the City of Elgin.

The individual and/or firm responding is responsible for the following:

1. Conducting a thorough and professional inspection of buildings, structures, facilities, sites, and/or suppression systems located within the jurisdiction of the Elgin Fire Department.
2. Fire Code Inspection personnel must possess strong verbal and written communication skills;
3. Fire Code Inspection personnel must display the ability to cooperate with and coordinate activities with outside agencies assisting in the matters related to building code, fire code, and life safety code compliance issues;
4. Fire Code Inspection personnel must identify fire code related violations, deficiencies, or discrepancies in design, installation, or existing conditions at the time of inspection;

5. Fire Code Inspection personnel must create a written record detailing the issues found at the time of inspection and documentation of all actions necessary to gain compliance.
6. Furnish all labor and material to provide a complete inspection program as outlined in the attached specification for sprinklers, in the following City of Elgin facilities for 2011 and 2012.
7. Provide all labor and materials to correct any leaks, deficiencies, or other problems or malfunctions or to complete any additional work as authorized by the Director or his designated representative in accordance with the conditions specified herein, on a time and material basis according to the rates presented in the proposal.

**MINIMUM REQUIREMENTS:** Must have thorough knowledge of occupancy classification types, the fire hazards present in various occupancies, and the occupant load factors relating to various occupancy classifications. Must have knowledge of the procedures for conducting and documenting a fire code inspection, the applicable codes and standards adopted by the City of Elgin relating to fire safety, life safety, and building construction. The individual or firm must be familiar with local, state, and national statutes, standards; regulations related to fire code inspections, life safety code inspections, and building code inspections; plan review and permit requirements for the City of Elgin as adopted in local ordinance. Basic report writing techniques including English usage, spelling, punctuation and grammar are necessary for the position. General office record keeping and filing will be a required skill. The individual or firm must have employees with the following required certifications to perform the duties: Illinois Office of the State Fire Marshal, Fire Prevention Officer I certification or ICC Inspector 1 and 2 certification or NFPA Inspector 1 and 2 certification. Desired skills include bi-lingual verbal and writing skills.

### **Section III: Proposal Submission Format**

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

3.1 Ability to meet/exceed the scope of services:

- State your ability to meet/exceed all items within the scope of services.
- Describe methods you would use to inspect City locations.

3.2 Credentials and related experience:

- Resumes and proof of certifications of all key personnel who will be involved in this project.
- Provide information on your past experience with fire inspection services for other municipalities. **Please use appendix A as a guide.**
- Disclose any review or disciplinary action taken by the Fire Prevention Bureau (or the equivalent board of another jurisdiction, if applicable) during the past five (5) years with regard to any certificates and professional licensure of all key personnel.
- Provide information on which individual(s) would be assigned to the city for this project.

- 3.3 Compliance with Contract Terms and Conditions:
- State your compliance with the attached contract terms and conditions as contained in this RFP in Section 6.0. Specifically list any deviations and provide justification for each deviation.
- 3.4 Availability and capability for timely response:
- Provide information on current workload and availability to participate in this contract.
  - Provide information on where you are located and distance from the city.
  - Provide timeframe of how much notice needed to respond to inquiries from city staff and hours of operation.
- 3.5 Insurance:
- Identify the types and amount of insurance maintained by you or your firm.
- 3.6 Cost of Services:
- Provide all labor and material to provide a complete inspection as outlined in the attached specification for 2011 and 2012. **Please use Appendix B as a guide.**
  - Please indicate price per facility. Indicate price per inspection and number of inspections for the two year contract (ex: 2 inspections per year X 2 years= 4).
  - Provide all labor and materials to correct any leaks, deficiencies, or other problems or malfunctions or to complete any additional work as authorized by the Director or his designated representative in accordance with the conditions specified herein, on a time and material basis according to the rates listed in your proposal.
  - Describe any discounts provided to city.

## **Section IV: Evaluation of Proposals and Selection Factors**

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror. The city will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

- 4.1 Ability to meet/exceed the Scope of Services. **30 points**
- 4.2 Credentials and related experience. **25 points**
- 4.3 Compliance with Contract Terms and Conditions. **10 points**
- 4.4 Availability and capability for timely response. **15 points**
- 4.5 Cost of Services. **20 points**

The city will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The city may then conduct interviews with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with offerors so selected. The city may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

## Section V: Instructions for Submitting Proposals

### 5.1 Submission of Proposals

Before submitting a proposal, read the ENTIRE solicitation including the contract terms and conditions. Failure to read any part shall not relieve the individual or firm of its contractual obligations. Technical and Price proposals must be submitted at the same time in separate sealed containers. Technical information provided shall not include price or cost data. The inclusion of price or cost data in the technical proposal may be cause for the proposal being rejected. The proposal container must be completely and properly identified. The face of the container shall indicate the RFP number, time and date of acceptance, the title of the RFP, and whether it is the technical or price proposal. Proposals must be received by the Purchasing Department prior to the hour specified on the acceptance date. Proposals may either be mailed or hand delivered to Purchasing Department, 150 Dexter Court, Elgin, IL 60120. Faxed, e-mailed or late proposals will NOT be accepted.

Sealed proposals will be received at the Purchasing Department, 150 Dexter Court, Elgin Illinois, 60120, until **11:00 a.m. on July 29, 2011**, at which time and place they will be publicly opened for furnishing the following to the City of Elgin. Copies of the Request for Proposal (RFP) may be obtained at the Purchasing Department or on the City's website at <http://www.cityofelgin.org> on and after **July 15, 2011 between the hours of 8:00 a.m. and 5:00 p.m.**

An original non-price proposal must be delivered, along with **one printed copy and one electronic copy** in a sealed package, plainly marked "Proposal for Fire Inspection Services (Non-price)" and an original price proposal clearly identifying the costs associated with the proposal must be included along with **one printed copy and one electronic copy** in a sealed package, plainly marked "Price Proposal for Fire Inspection Services " and addressed to Daina L. DeNye, Asst. Purchasing Officer, City of Elgin, 150 Dexter Court, Elgin Illinois, 60120, by **11:00 a.m., July 29, 2011.**

Questions concerning the RFP may be submitted in writing on or before **11:00 a.m. on July 22, 2011** to RuthAnne K. Hall, Budget & Purchasing Officer, through e-mail at [hall\\_r@cityofelgin.org](mailto:hall_r@cityofelgin.org). Answers will be posted as an addendum to the RFP on the city's website at [www.cityofelgin.org](http://www.cityofelgin.org). All individuals and/or firms interested in submitting proposals are encouraged to register for the city's bid notification module at <http://www.cityofelgin.org/bids.aspx>. Any additions or corrections to this RFP will be completed at the sole discretion of the City. All qualifying responses to the RFP expressly imply an understanding and acceptance of the terms and conditions of the RFP.

It is the intent of the City of Elgin to enter into an agreement with the successful applicant or applicants by September 14, 2011. It is expected that service would begin upon the approval of an agreement for services.

## **Section VI: Agreement**

A sample consultant agreement is included in the RFP document. The selected individual or firm will be expected to enter into agreement with the City of Elgin under the terms specified in the contract. The approved scope of work will be attached as Exhibit A to the executed contract.

# CITY OF ELGIN AGREEMENT FOR

Bid Number: 11-043 for: Fire Inspection Services

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the CITY OF ELGIN, an Illinois municipal corporation (hereinafter referred to as "CITY") and \_\_\_\_\_ (hereinafter referred to as "CONSULTANT").

WHEREAS, the CITY desires to engage the CONSULTANT to furnish certain professional services in connection with \_\_\_\_\_ (hereinafter referred to as the "PROJECT"); and

WHEREAS, the CONSULTANT represents that it is in compliance with Illinois Statutes relating to professional registration of individuals and has the necessary expertise and experience to furnish such services upon the terms and conditions set forth herein below.

NOW, THEREFORE, it is hereby agreed by and between the CITY and the CONSULTANT that the CITY does hereby retain the CONSULTANT for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged to perform the services relating to the PROJECT as described herein, subject to the following terms and conditions and stipulations, to-wit:

### 1. SCOPE OF SERVICES

- A. All work hereunder shall be performed under the direction of the \_\_\_\_\_ of the CITY, herein after referred to as the "DIRECTOR".
- B. **This section should be an outline of the services to be provided by the CONSULTANT.**
- C. A detailed Scope of Services is attached hereto as Attachment A.

### 2. PROGRESS REPORTS

- A. An outline project milestone schedule is provided herein.
- B. A detailed project schedule for the PROJECT is included as Attachment B, attached hereto. Progress will be recorded on the project schedule and submitted monthly as a component of the Status Report described in C below.
- C. The CONSULTANT will submit to the DIRECTOR monthly a status report keyed to the project schedule. A brief narrative will be provided identifying progress, findings and outstanding issues.

### 3. WORK PRODUCT

All work product prepared by the CONSULTANT pursuant hereto including, but not limited to, reports, plans, designs, calculations, work drawings, studies, photographs, models and recommendations shall be the property of the CITY and shall be delivered to the CITY upon request of the DIRECTOR; provided,

however, that the CONSULTANT may retain copies of such work product for its records. CONSULTANT's execution of this Agreement shall constitute CONSULTANT's conveyance and assignment of all right, title and interest, including but not limited to any copyright interest, by the CONSULTANT to the CITY of all such work product prepared by the CONSULTANT pursuant to this Agreement. The CITY shall have the right either on its own or through such other consultants as determined by the CITY to utilize and/or amend such work product. Any such amendment to such work product shall be at the sole risk of the CITY. Such work product is not intended or represented to be suitable for reuse by the CITY on any extension to the PROJECT or on any other project, and such reuse shall be at the sole risk of the CITY without liability or legal exposure to the CONSULTANT.

**4. PAYMENTS TO THE CONSULTANT (Not to Exceed Method)**

- A. For services provided the CONSULTANT shall be paid at the rate of \_\_\_\_\_ times the direct hourly rate of personnel employed on this PROJECT, with the total fee not to exceed \_\_\_\_\_ regardless of the actual costs incurred by the CONSULTANT unless substantial modifications to the scope of the work are authorized in writing by the DIRECTOR.
- B. For outside services provided by other firms or subcontractors, the CITY shall pay the CONSULTANT the invoiced fee to the CONSULTANT, plus \_\_\_\_\_.
- C. **list other components of the fee such as reimbursables.**
- D. The CITY shall make periodic payments to the CONSULTANT based upon actual progress within thirty (30) days after receipt and approval of invoice. Said periodic payments to the CONSULTANT shall not exceed the amounts shown in the following schedule, and full payments for each task shall not be made until the task is completed and accepted by the DIRECTOR.

**(payment schedule)**

**4. PAYMENTS TO THE CONSULTANT (Lump Sum Method)**

- A. The CITY shall reimburse the CONSULTANT for services under this Agreement a lump sum of \_\_\_\_\_ Dollars, regardless of actual Costs incurred by the CONSULTANT unless substantial modifications to the PROJECT are authorized in writing by the DIRECTOR.
- B. The CITY shall make periodic payments to the CONSULTANT based upon actual progress within thirty (30) days after receipt and approval of invoice. Said periodic payments to the CONSULTANT shall not exceed the amounts shown in the following schedule, and full payments for each task shall not be made until the task is completed and accepted by the DIRECTOR.

**(payment schedule)**

**5. INVOICES**

- A. The CONSULTANT shall submit invoices in a format approved by the CITY. Progress reports (2C above) will be included with all payment requests.



B. The CONSULTANT shall maintain records showing actual time devoted and cost incurred. The CONSULTANT shall permit the authorized representative of the CITY to inspect and audit all data and records of the CONSULTANT for work done under this Agreement. The CONSULTANT shall make these records available at reasonable times during the Agreement period and for one (1) year after termination of this Agreement.

**6. TERMINATION OF AGREEMENT**

Notwithstanding any other provision hereof, the CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice to the CONSULTANT. In the event that this Agreement is so terminated, the CONSULTANT shall be paid for services actually performed and reimbursable expenses actually incurred prior to termination, except that reimbursement shall not exceed the task amounts set forth under Paragraph 4 above.

**7. TERM**

This Agreement shall become effective as of the date the CONSULTANT is given a notice to proceed and, unless terminated for cause or pursuant to Paragraph 6, shall be deemed concluded on the date the CITY determines that all of the CONSULTANT's work under this Agreement is completed. A determination of completion shall not constitute a waiver of any rights or claims which the CITY may have or thereafter acquire with respect to any term or provision of this Agreement.

**8. NOTICE OF CLAIM**

If the CONSULTANT wishes to make a claim for additional compensation as a result of action taken by the CITY, the CONSULTANT shall give written notice of his claim within fifteen (15) days after occurrence of such action. No claim for additional compensation shall be valid unless so made. Any changes in the CONSULTANT's fee shall be valid only to the extent that such changes are included in writing signed by the CITY and the CONSULTANT. Regardless of the decision of the DIRECTOR relative to a claim submitted by the CONSULTANT, all work required under this Agreement as determined by the DIRECTOR shall proceed without interruption.

**9. BREACH OF CONTRACT**

If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party has the right to seek such administrative, contractual or legal remedies as may be suitable to the violation or breach; and, in addition, if either party, by reason of any default, fails within fifteen (15) days after notice thereof by the other party to comply with the conditions of the Agreement, the other party may terminate this Agreement. Notwithstanding the foregoing, or anything else to the contrary in this Agreement, with the sole exception of an action to recover the monies the CITY has agreed to pay to the CONSULTANT pursuant to Paragraph 4 hereof, no action shall be commenced by the CONSULTANT against the CITY for monetary damages. CONSULTANT hereby further waives any and all claims to interest on money claimed to be due pursuant to this Agreement, and waives any and all such rights to interest which it claims it may otherwise be entitled pursuant to law, including, but not limited to, the local Government Prompt Payment Act, as amended, (50 ILCS 501/1, *et seq.*) or the Illinois Interest Act, as amended (815 ILCS 205/1, *et seq.*). Additionally, CONSULTANT shall not be entitled to, and hereby waives, any and all rights that it may have to file suit or bring any cause of action or claim for damages against the City of Elgin and/or its officials, officers, employees, agents, attorneys, boards and

commissions, and other affiliated entities or persons of any nature whatsoever in whatever form after two (2) years from the date of this Agreement.

**10. INDEMNIFICATION**

To the fullest extent permitted by law, CONSULTANT agrees to and shall indemnify, defend and hold harmless the CITY, its officers, employees, agents, boards and commissions from and against any and all claims, suits, judgments, costs, attorneys fees, damages or other relief, including, but not limited to, workers' compensation claims, in any way resulting from or arising out of negligent actions or omissions of the CONSULTANT in connection herewith, including negligence or omissions of employees or agents of the CONSULTANT arising out of the performance of this Agreement. In the event of any action against the CITY, its officers, employees, agents, boards or commissions, covered by the foregoing duty to indemnify, defend and hold harmless such action shall be defended by legal counsel of the CITY's choosing. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

**11. NO PERSONAL LIABILITY**

No official, director, officer, agent or employee of the CITY shall be charged personally or held contractually liable under any term or provision of this Agreement or because of their execution, approval or attempted execution of this Agreement.

**12. INSURANCE**

A. **Comprehensive Liability.** The CONSULTANT shall provide, pay for and maintain in effect, during the term of this Agreement, a policy of comprehensive general liability insurance with limits of at least \$1,000,000 aggregate for bodily injury and \$1,000,000 aggregate for property damage.

The CONSULTANT shall deliver to the DIRECTOR a Certificate of Insurance naming the CITY as additional insured. The policy shall not be modified or terminated without thirty (30) days prior written notice to the DIRECTOR.

The Certificate of Insurance shall include the contractual obligation assumed by the CONSULTANT under Paragraph 10 entitled "Indemnification".

This insurance shall be primary and non-contributory to any other insurance or self-insurance programs afforded to the CITY. There shall be no endorsement or modification of this insurance to make it excess over other available insurance.

B. **Comprehensive Automobile Liability.** Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired motor vehicles with limits of not less than \$500,000 per occurrence for bodily injury and/or property damage.

C. **Combined Single Limit Policy.** The requirements for insurance coverage for the general liability and auto exposures may be met with a combined single limit of \$1,000,000 per occurrence subject to a \$1,000,000 aggregate.

D. **Professional Liability.** The CONSULTANT shall carry CONSULTANT's Professional Liability Insurance covering claims resulting from error, omissions or negligent acts with a combined single limit of not less than \$1,000,000 per claim. A Certificate of Insurance shall be submitted to the DIRECTOR as evidence of insurance protection. The policy shall not be modified or terminated without thirty (30) days prior written notice to the DIRECTOR.

**13. CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES AND SAFETY**

The CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction, unless specifically identified in the Scope of Services.

**14. NONDISCRIMINATION**

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, of the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Agreement by the CITY.

**15. ASSIGNMENT AND SUCCESSORS**

This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment shall be made without the prior written consent of the CITY.

**16. DELEGATIONS AND SUBCONTRACTORS**

Any assignment, delegation or subcontracting shall be subject to all the terms, conditions and other provisions of this Agreement and the CONSULTANT shall remain liable to the CITY with respect to each and every item, condition and other provision hereof to the same extent that the CONSULTANT would have been obligated if it had done the work itself and no assignment, delegation or subcontract had been made. Any proposed subcontractor shall require the CITY's advanced written approval.

**17. NO CO-PARTNERSHIP OR AGENCY**

This Agreement shall not be construed so as to create a partnership, joint venture, employment or other agency relationship between the parties hereto.

**18. SEVERABILITY**

The parties intend and agreed that, if any paragraph, sub-paragraph, phrase, clause or other provision of this Agreement, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

**19. HEADINGS**

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit or describe the scope of intent of any provision of this Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

**20. MODIFICATION OR AMENDMENT**

This Agreement and its attachments constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or change order as herein provided.

**21. APPLICABLE LAW**

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this Agreement shall be in the Circuit Court of Kane County, Illinois.

**22. NEWS RELEASES**

The CONSULTANT may not issue any news releases without prior approval from the DIRECTOR, nor will the CONSULTANT make public proposals developed under this Agreement without prior written approval from the DIRECTOR prior to said documentation becoming matters of public record.

**23. COOPERATION WITH OTHER CONSULTANTS**

The CONSULTANT shall cooperate with any other consultants in the CITY's employ or any work associated with the PROJECT.

**24. INTERFERENCE WITH PUBLIC CONTRACTING**

The CONSULTANT certifies hereby that it is not barred from bidding on this contract as a result of a violation of 720 ILCS 5/33E et seq. or any similar state or federal statute regarding bid rigging.

**25. SEXUAL HARASSMENT**

As a condition of this contract, the CONSULTANT shall have written sexual harassment policies that include, at a minimum, the following information:

- A. the illegality of sexual harassment;
- B. the definition of sexual harassment under state law;
- C. a description of sexual harassment, utilizing examples;
- D. the vendor's internal complaint process including penalties;
- E. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights, and the Illinois Human Rights Commission;
- F. directions on how to contact the department and commission;
- G. protection against retaliation as provided by Section 6-101 of the Human Rights Act.

A copy of the policies shall be provided by CONSULTANT to the Department of Human Rights upon request 775 ILCS 5/2-105.

**26. SUBSTANCE ABUSE PROGRAM.**

As a condition of this agreement, CONSULTANT shall have in place a written substance abuse prevention program which meets or exceeds the program requirements in the Substance Abuse Prevention Public Works Project Act at 820 ILCS 265/1 *et seq.* A copy of such policy shall be provided to the City's Assistant City Manager prior to the entry into and execution of this agreement.

**27. WRITTEN COMMUNICATIONS**

All recommendations and other communications by the CONSULTANT to the DIRECTOR and to other participants which may affect cost or time of completion, shall be made or confirmed in writing. The DIRECTOR may also require other recommendations and communications by the CONSULTANT be made or confirmed in writing.

**28. NOTICES**

All notices, reports and documents required under this Agreement shall be in writing and shall be mailed by First Class Mail, postage prepaid, addressed as follows:

- A. As to the CITY:

City of Elgin  
150 Dexter Court  
Elgin, Illinois 60120-5555

B. As to the CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**29. COMPLIANCE WITH LAWS**

Notwithstanding any other provision of this AGREEMENT it is expressly agreed and understood that in connection with the performance of this AGREEMENT that the CONSULTANT shall comply with all applicable federal, state, city and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, CONSULTANT hereby certifies, represents and warrants to the CITY that all CONSULTANT's employees and/or agents who will be providing products and/or services with respect to this AGREEMENT shall be legal residents of the United States. CONSULTANT shall also at its expense secure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work, and/or the products and/or services to be provided for in this AGREEMENT. The CITY shall have the right to audit any records in the possession or control of the CONSULTANT to determine CONSULTANT's compliance with the provisions of this paragraph. In the event the CITY proceeds with such an audit the CONSULTANT shall make available to the CITY the CONSULTANT's relevant records at no cost to the CITY. CONSULTANT shall pay any and all costs associated with any such audit.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this agreement effective as of the date and year first written above.

CITY OF ELGIN:

CONSULTANT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Sean Stegall, City Manager

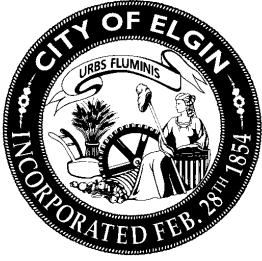
Name/Print: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

City Clerk

FEIN# \_\_\_\_\_

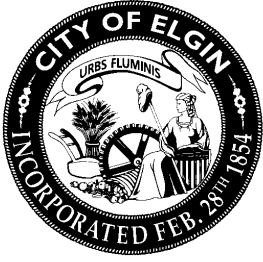


**City of Elgin, Illinois  
Certification Requirements**

Please submit all required forms and documentation, fully completed and signed, with your proposal. **No proposal will be accepted without this information.**

1. To assure compliance with the City of Elgin’s Affirmative Action Ordinance, all contractors and vendors. Herein referred to as “bidders”, are requested to submit the following information:
  - A. Workforce analysis using the enclosed Bidder’s Employee Utilization form.
  - B. Provide the information required in Item #3 on the employee utilization form if the answer to Question # 2 on the form is “Yes”.
  - C. Provide a written commitment outlining the steps that the bidder plans to take in the area of recruitment and promotion of minorities and females to assure equal employment opportunity. (A copy of the bidder’s affirmative action plan may be submitted in lieu of this requirement.)
2. To assure compliance with the City of Elgin’s Sexual Harassment Ordinance, all bidders must submit a signed sexual harassment form enclosed with the Invitation to Bid.
3. The undersigned certifies that the offerer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless there is a pending proceeding contesting the tax.
4. The undersigned certifies that the offerer is not barred from offering on this solicitation as a result of a conviction for the violation of State law prohibiting bid-rigging or bid-rotating.
5. The successful bidder agrees that upon acceptance by the City of Elgin, the executed Invitation to Bid along with all instructions, conditions, and specifications attached thereto constitute a binding contract which may be enforced by the city.

**Signature / Title** \_\_\_\_\_  
**Company Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
 \_\_\_\_\_  
**Phone Number** \_\_\_\_\_  
**Email Address** \_\_\_\_\_  
**FEIN No.** \_\_\_\_\_



## City of Elgin, Illinois Equal Employment Written Commitment Guideline

The written commitment required in Item #4 of the Bidder's Employee Utilization Form shall:

1. Set out the name and phone number of the bidder's Equal Employment Officer.
2. Clearly identify the bidder's recruitment area and the percentage of minorities and females in the area's population and labor force.
3. Set out what the bidder has done and has set as a goal to ensure the recruitment of minority and female employees.
4. Set out the bidder's specific goals to recruit minorities and females for training programs or other similar opportunities available through the bidder's organization.
5. Indicate bidder's consent to submit to the City of Elgin, upon request, statistical data concerning its employee composition and recruitment efforts anytime during the term of the contract.
6. Show bidder's consent to distribute copies of the written commitment to all persons who participate in recruitment, screening, referral, and selection and hiring of job applicants for the bidder.
7. Clearly show that the bidder shall require all subcontractors, if any, to submit a written commitment complying with the above requirements of their affirmative action plan to the City of Elgin.
8. Clearly state the bidder agrees that:  
"Bidder (company name) shall not discriminate against any employee or applicant on the basis of race, color, religion, sex, national origin, age, place of birth, ancestry, marital status, or disability (physical or mental) which will not interfere with the performance of the job in question."

### Description of Groups for Classification Purposes

**White:** all persons having origins in Europe, North America, or the Middle East

**Black:** all persons having origins in any of the Black racial groups of Africa

**Hispanic:** all persons of Mexican, Puerto Rican, Cuban, Central South American, or other Spanish culture or origin, regardless of race

**Asian American:** all persons having origins in the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands

**American Indian:** all persons having origins in any of the original peoples of North America and who maintain cultural identification through tribal affiliation or community recognition





## **City of Elgin, Illinois Sexual Harassment - - Policies and Programs**

Effective July 1, 1993, every party to any contract with the City of Elgin and every eligible bidder is required to have written sexual harassment policies that include, at a minimum, the following information:

- the illegality of sexual harassment
- the definition of sexual harassment under state law
- a description of sexual harassment, utilizing examples
- a vendor's internal complaint process including penalties and a description of the means by which complaining parties may complain directly to management personnel other than the alleged harassing individual
- the legal recourse, investigative and complain process available through the Illinois Department of Human Rights, and the Illinois Human Rights Commission
- directions on how to contact the department and commission
- protection against retaliation as provided by Section 6-101 of the Human Rights Act

**I hereby affirm that the organization which I represent has in place sexual harassment policies which include the required information set forth above, and I hereby agree to furnish the City of Elgin - Human Resources Department with a copy of these policies if they so request.**

Signature/Title \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_

Sexual harassment is defined as follows:

“Sexual harassment” means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.

Any questions by contracting parties or eligible bidders concerning compliance with these requirements should be directed to the City of Elgin - Human Resources Department at (847) 931-5607.

**The undersigned, on behalf of the undersigned company, hereby agrees to fully indemnify and hold the City of Elgin harmless from any and all liability, loss or damage including costs of defense or claim, demands, costs of judgment against it arising from any complaint based on unlawful harassment and/or employment action, including, but not limited to termination, based on any protected category as provided by law, including, but not limited to, sexual harassment resulting from the act of any member of my organization in the performance of this contract.**

Signature/Title \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_



**City of Elgin, Illinois**

**BIDDER'S EMPLOYEE UTILIZATION FORM**

This report is required by the City of Elgin and must be submitted before the contract can be awarded. Chapter 3.12.1000 Affirmative Action - City Contracts

1. Name and Address of Bidder

2. Description of Project

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

JOB CATEGORIES	Total Employees	Whites	Blacks	Hispanics	Asians or Pacific Islanders	American Indians	Minority (M & F) %	Female (All Categories)
		M / F	M / F	M / F	M / F	M / F		
Example: Managers	18	3 / 5	3 / 2	4 / 0	0 / 1	0 / 0	55.6% (10/18)	44.4% (8/18)
<b>TOTALS</b>								

Signature of Company Official	Title	Telephone Number	Date Signed	Page ____ of ____
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2. Have you ever been awarded a bid by the City of Elgin?

\_\_\_ Yes      \_\_\_ No

3. If the answer to question #2 is Yes, please submit a copy of the Employee Utilization Form that was submitted with your last successful bid along with a fully completed copy of this form.

4. Please submit, according to the guideline provided in the attached document, a written commitment to provide equal employment opportunity. An Employee Utilization Form is required for any subcontractors.

**NOTE:** In the event that a contractor or vendor, etc., fails to comply with the fair employment and affirmative action provisions of the City of Elgin, the City amongst other actions may cancel, terminate, or suspend the contract in whole or in part.

**CITY OF ELGIN, ILLINOIS**  
**TAX/COLLUSION/DEBARMENT/PREVAILING WAGE/LEGAL STATUS OF EMPLOYEES AFFIDAVIT**

State of \_\_\_\_\_ ss.

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, hereby deposes and states:

- (1) That s/he is the \_\_\_\_\_ of the party making the foregoing bid.
- (2) That the bidder is not barred from contracting with any unit of local government for any reason, including but not limited to debarment as a result of a violation of 720 Illinois Compiled Statutes, Section 5/33E-3 or 5/33E-4, as amended.
- (3) That no collusion or agreement among other bidders or prospective bidders to bid a fixed price or otherwise restrain competition by agreement has taken place.
- (4) That the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless there is a pending proceeding contesting any such tax.
- (5) That the bidder hereby certifies: [check all that apply]
  - \_\_\_\_\_ bidder has not received any notices of violations of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*)
  - \_\_\_\_\_ in the event any such notice has been received by bidder, a copy of any such notice is attached hereto.
  - \_\_\_\_\_ in the event that bidder has received such a notice, any documentation demonstrating the resolution of any such notice is attached hereto.
  - \_\_\_\_\_ for each such notice received by bidder, the matter has been resolved as follows:  
\_\_\_\_\_  
\_\_\_\_\_
- (6) That the bidder hereby certifies that it shall comply with the provisions of the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*).
- (7) That the bidder hereby certifies, represents and warrants that all of bidder's employees and/or agents who will be providing products and/or services with respect to the subject bid and contract are and shall be legal residents of the United States, and are and shall be legally authorized to perform any such applicable work and/or services.

Signature of Bidder, if an individual:

---

Signature of Bidder, if a partnership:

\_\_\_\_\_  
(indicate General or Limited)  
day of

Signature of Bidder, if a corporation:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

Signature of Bidder, if a limited liability company:

\_\_\_\_\_  
Member or Manager

Subscribed and sworn to Partner  
before me this \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_  
My commission expires:  
\_\_\_\_\_

## Appendix A - References

1. Company Name \_\_\_\_\_  
Services Provided \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Address/Phone # \_\_\_\_\_  
Contact Person \_\_\_\_\_
  
2. Company Name \_\_\_\_\_  
Services Provided \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Address/Phone # \_\_\_\_\_  
Contact Person \_\_\_\_\_
  
3. Company Name \_\_\_\_\_  
Services Provided \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Address/Phone # \_\_\_\_\_  
Contact Person \_\_\_\_\_

Bidder Name \_\_\_\_\_

## Appendix B - RATES

Before any work is performed, a cost estimate shall be made as directed in the attached sample information sheet. **Rates must remain firm for the entire contract term.** These rates should be based on performing fire inspection services for 3800 commercial businesses.

### LABOR

LABOR (RATES MUST BE PROVIDED FOR ALL WORKERS INCLUDING SUBCONTRACTORS) <i>Please insert job title</i>	REGULAR TIME	MON-SAT OVERTIME	SUN-HOL OVERTIME
	\$ _____/HR.	\$ _____/HR.	\$ _____/HR.
	\$ _____/HR.	\$ _____/HR.	\$ _____/HR.
	\$ _____/HR.	\$ _____/HR.	\$ _____/HR.
	\$ _____/HR.	\$ _____/HR.	\$ _____/HR.
	\$ _____/HR.	\$ _____/HR.	\$ _____/HR.
	\$ _____/HR.	\$ _____/HR.	\$ _____/HR.
	\$ _____/HR.	\$ _____/HR.	\$ _____/HR.

### EQUIPMENT

Cost of equipment (rate per hour) shall be based on direct cost as per rental company invoice, or if contractor's own equipment, rate per hour shall be based on rental rates compilation (3<sup>rd</sup>. Edition-Bates), 615 W. 22<sup>nd</sup> Street, Oak Brook, IL 60521.

COST PLUS \_\_\_\_\_%

### MATERIALS

(As Specified and/or approved)

COST PLUS \_\_\_\_\_%

(All compensation for pick-up, delivery, etc. must be included in above bid prices)

Please note that the City may add or delete locations or systems on an as needed basis throughout the term of this contract, at its sole discretion. Additional locations or systems designated by the Fire Chief, or his/her appointed representative shall be inspected on a time and material basis using the rates listed below.

Estimated annual (12 month) total

\_\_\_\_\_

Bidder Name

\_\_\_\_\_

TO: Interested Bidders  
 FROM: City of Elgin  
 RE: Addendum # 1 to City of Elgin RFP #11-043, Fire Inspection Services  
 DATE: July 26, 2011

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The following amends the above referenced Bid.

### Appendix B - RATES

Before any work is performed, a cost estimate shall be made as directed in the attached sample information sheet. **Rates must remain firm for the entire contract term.** These rates should be based on performing fire inspection services for 3800 commercial businesses.

#### LABOR

LABOR (RATES MUST BE PROVIDED FOR ALL WORKERS INCLUDING SUBCONTRACTORS) <i>Please insert job title</i>	Square Footage	REGULAR TIME	MON-SAT OVERTIME	SUN-HOL OVERTIME
	\$ ____/ft <sup>2</sup>	\$ ____/HR.	\$ ____/HR.	\$ ____/HR.
	\$ ____/ft <sup>2</sup>	\$ ____/HR.	\$ ____/HR.	\$ ____/HR.
	\$ ____/ft <sup>2</sup>	\$ ____/HR.	\$ ____/HR.	\$ ____/HR.
	\$ ____/ft <sup>2</sup>	\$ ____/HR.	\$ ____/HR.	\$ ____/HR.
	\$ ____/ft <sup>2</sup>	\$ ____/HR.	\$ ____/HR.	\$ ____/HR.
	\$ ____/ft <sup>2</sup>	\$ ____/HR.	\$ ____/HR.	\$ ____/HR.
	\$ ____/ft <sup>2</sup>	\$ ____/HR.	\$ ____/HR.	\$ ____/HR.

You may quote in either square footage of the building or hourly.

#### EQUIPMENT

Cost of equipment (rate per hour) shall be based on direct cost as per rental company invoice, or if contractor's own equipment, rate per hour shall be based on rental rates compilation (3<sup>rd</sup>. Edition-Bates), 615 W. 22<sup>nd</sup> Street, Oak Brook, IL 60521.

COST PLUS \_\_\_\_\_%

**MATERIALS**

(As Specified and/or approved)

COST PLUS \_\_\_\_\_%

(All compensation for pick-up, delivery, etc. must be included in above bid prices)

Please note that the City may add or delete locations or systems on an as needed basis throughout the term of this contract, at its sole discretion. Additional locations or systems designated by the Fire Chief, or his/her appointed representative shall be inspected on a time and material basis using the rates listed below.

Estimated annual (12 month) total

\_\_\_\_\_

Bidder Name \_\_\_\_\_



- 
1. Will the City of Elgin require a certified check or bid bond in the amount of five percent of the total base proposal for this bid?

A certified check or bid bond is not required for professional services.

2. Can the inspection totals be broken down by occupancy classification and/or total square footage to allow for a more fair bidding process? Buildings such as the Hospitals will take a lot more time to inspect compared to a small mom and pop shop.

Exhibit B has been modified to provide a column to provide rates based on per square footage. Please see new exhibit B attached.

3. What other duties besides fire inspection of 3,800 occupancies will be required of the company or person who wins the bid? Plan review? Final acceptance tests? Public education? Fire alarm drills and similar? Firework inspections? Special event inspection? Training for company safety inspections

The only additional duty that may be required is conducting training for the fire company for safety inspections.

4. Does the City of Elgin or Elgin Fire Department currently use a computer program to keep track of inspections? If so, which program and will the winner of the bid be required to use the computer program?

The City of Elgin Fire Department currently uses the RescueNet by Zoll for their records management system. The selected individual or firm will be provided a user name and password to enter in data relevant to inspections.

5. Will room for filing of inspection documents be provided by the City of Elgin?

Yes.

6. Will an office area be provided by the City of Elgin?

Yes. A shared office space will be provided for work to be conducted.

7. What type of uniforms and dress attire will be required for the inspectors?

The Fire Department does have civilian uniforms available if necessary; however, if the selected individual or firm has a company uniform that can be worn if it meets with the department's approval. If the company uniform is preferred please submit an image illustrating the attire as part of the RFP submittal.

8. Does the City of Elgin expect a 6 month inspection cycle? (Inspection of each occupancy twice a year as shown in the example)

The city requires only an annual inspection every 12 months.

9. How many times a year does the City of Elgin expect buildings to be inspected?

Buildings should be inspected once a year.

10. Will the bidder be responsible for re-inspections?

Yes.

11. Will the bidder be responsible to follow up on fire prevention issues found by the City of Elgin/Elgin Fire Department?

Yes.

12. Will the bidder be responsible for any pre-incident planning for buildings?

Pre-incident planning is not the responsibility of the bidder and will be done at the company level.

13. Will the bidder be expected to hold office hours in the City of Elgin?

The selected individual and/or firm will be expected to be available during the office hours of Monday through Friday 8 a.m. to 5 p.m.

14. Will the bidder only be held to the hourly rates in the proposal? Or will the bidder be held to the estimated 12 month total in Appendix B?

Please reference answer to question 2 and the revised Exhibit B. The final contract and payment for services for the selected individual and/or firm will be based upon the rates provided and final number of inspections per square foot completed. The estimated

annual cost is requested to assist staff with annual budgeting.

15. Will any of the supplies to provide inspections be provided by the City of Elgin?

The city currently has a paper form that is provided to inspectors. If the selected individual and/or firm has a specific form that they would like to use please submit that as an exhibit in your submittal for consideration.

16. Where will the bidder be expected to correct leaks, deficiencies, or other problems as described on page 4 of the RFP?

No.

17. Will a copy of the RFP on a cd meet the requirements of the "electric copy" for the City of Elgin?

Yes. Electronic copies can be provided on a cd and/or flash drive. E-mail copies will not be accepted.

18. No attached specification for sprinklers can be found as noted on page 3. What is expected of the bidder in regards to providing "a complete inspection program as outlined in the attached specification for sprinklers, in the following City of Elgin facilities for 2011 and 2012? Will bidder be responsible for conducting the annual sprinkler tests in the city owned buildings? If so, can a list of those buildings be provided?

Currently the city utilizes a third party for the pressure testing of sprinklers for commercial buildings. The selected individual and/or firm will be required to be on site to verify that the pressure testing of the sprinklers has been completed successfully.

END OF ADDENDUM #1