



City of Wheaton, Illinois

City of Wheaton  
303 W. Wesley Street  
Wheaton, IL 60187-0727  
630-260-2000

[www.wheaton.il.us](http://www.wheaton.il.us)

## NETWORK INFRASTRUCTURE

**Requesting:** Formal Request for Proposal (2 originals compiled as described within)

**Issue Date:** December 2016

**Mandatory Pre-Bid Meeting:** Wednesday, January 11, 2017 at 10:00am  
City Hall: 303 West Wesley St, Wheaton, IL  
Council Chambers, 2<sup>nd</sup> Floor

**Last Date for Questions:** Tuesday, January 24, 2017, at 12:00 pm local time

**Sealed Proposal Submittal due:** Tuesday, January 31, 2017 prior to 11:00 am local time

**RFP Opening Location:** City Hall: 303 West Wesley St., Wheaton, IL  
Council Chambers, 2<sup>nd</sup> Floor at 11:00 a.m.

**List of Proposers Published:** Thursday, February 2, 2017

**Project Completion Date:** April 14, 2017 or earlier

**Enclosures:**  
Statement of Work  
Special Terms and Conditions for Professional Service Providers  
General Instructions Regarding Solicitations for Professional Services  
General Terms and Conditions for Professional Services

### Forms Provided for Submitting Proposal

Cost Proposal Page  
Certification of Compliance  
Confidentiality and Non-Disclosure Agreement  
Customized Mailing Label for Sealed Submittal

### Agreement Document (if you are awarded the work/order)

Standard Professional Services Agreement

**Note:** Illinois Prevailing Wage Act 820 ILCS does not apply

All questions concerning this solicitation shall be via e-mail to the Procurement Officer and received no later than time stated above. A written response in the form of a public addendum will be published and forwarded to qualified proposers.

**Contact with anyone other than the Procurement Officer for matters relative to this solicitation during the solicitation process is prohibited.**

**Contacts for this proposal:** [LStyczen@wheaton.il.us](mailto:LStyczen@wheaton.il.us)

# STATEMENT OF WORK FOR SERVICE PROVIDERS

## Network Infrastructure

### Background:

The City of Wheaton (City) is seeking proposals from qualified firms (hereinafter referred to as "Vendor") to provide all hardware, software, and services necessary to replace its aging network infrastructure, including switches, routers, and firewalls.

### Goals:

1. Simplicity: Graphical user interface; City staff can configure and administer common items with minimal training
2. Visibility: Ability to view current and historical traffic to/from a specific host, including addresses, ports, protocols, and applications
3. Security: Ability to apply address/port/protocol/application access control on physical and virtual interfaces
4. Service: Provide the best services, and implement with the least disruption
5. Value: Provide the best functionality (required, desired, and optional) and longest lifespan, without exceeding the budget and with competitive ongoing support costs

### Locations:

Name	Type	Address	# of Ports	Connection Type	VLANs
Fire Station 1	Workgroup	1 Fapp Circle	72	Comcast ENS	5, 15, 111
Fire Station 2	Workgroup	1590 S. President	24	Comcast ENS	7, 111
Fire Station 3	Workgroup	1700 N. Main	24	Comcast ENS	7, 111
Water Division	Workgroup	210 Reber	24	Private Single-Mode Fiber	4, 14, 111
City Hall	Core and Workgroup	303 W. Wesley	144	Private Single-Mode Fiber	ALL
City Hall Basement	Workgroup	303 W. Wesley	48	Private Multi-Mode Fiber	2,12,111,112,150
City Hall Annex	Workgroup	315 W. Wesley	48	Private Multi-Mode Fiber	2,6,12,16,111,112,119,150,CDE
Public Works	Workgroup	821 W. Liberty	72	Private Single-Mode Fiber	3, 13, 117, 150
Police Dept	Core and Workgroup	900 W. Liberty	192	Private Single-Mode Fiber	ALL

### VLANs:

Purpose	Number	Subnet	Mask	Gateway
Default	1	NONE		
City Hall Data	2	10.2.x.x	255.255.0.0	10.2.0.1
Public Works Data	3	10.3.x.x	255.255.0.0	10.3.0.1
Water Data	4	10.4.x.x	255.255.0.0	10.4.0.1
Fire 1 Data	5	10.5.x.x	255.255.0.0	10.5.0.1
Police Data	6	10.6.x.x	255.255.0.0	10.6.0.1
Fire 2 Data	7	10.7.x.x	255.255.0.0	10.7.0.1
Fire 3 Data	8	10.8.x.x	255.255.0.0	10.8.0.1
City Hall Voice	12	10.12.x.x	255.255.0.0	10.12.0.1
Public Works Voice	13	10.13.x.x	255.255.0.0	10.13.0.1
Water Voice	14	10.14.x.x	255.255.0.0	10.14.0.1

## VLANs (cont.):

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Purpose	Number	Subnet	Mask	Gateway
Fire 1 Voice	15	10.15.x.x	255.255.0.0	10.15.0.1
Police Voice	16	10.16.x.x	255.255.0.0	10.16.0.1
Firewall-INSIDE	100	10.0.0.x	255.255.255.0	10.0.0.1
City Hall Servers	101	10.0.1.x	255.255.255.0	10.0.1.1
Police Servers	102	10.0.2.x	255.255.255.0	10.0.2.1
NEC-Management	109	10.1.0.x	255.255.255.0	
Firewall-WEBDMZ	110	10.10.1.x	255.255.255.0	10.10.1.2
Guest	111	192.168.168.x	255.255.255.0	192.168.168.1
Munis	112	198.22.193.192	255.255.255.224	198.22.193.220
Extranet	113	172.16.32.128	255.255.255.192	172.16.32.129
Facilities	114	10.30.x.x	255.255.0.0	10.30.0.1
CDE	NEW!	TBD	TBD	TBD
Firewall-Outside	117	198.22.193.32	255.255.255.224	198.22.193.33
County	118	198.22.193.0	255.255.255.224	198.22.193.28
Communications	119	192.168.5.0	255.255.255.0	192.168.5.51
Firewall-Failover	140	NONE		
Munis-Failover	141	NONE		
Management	150	10.1.1.x	255.255.255.0	10.1.1.1

## Network Configuration Diagram:

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1. Reference Exhibit A

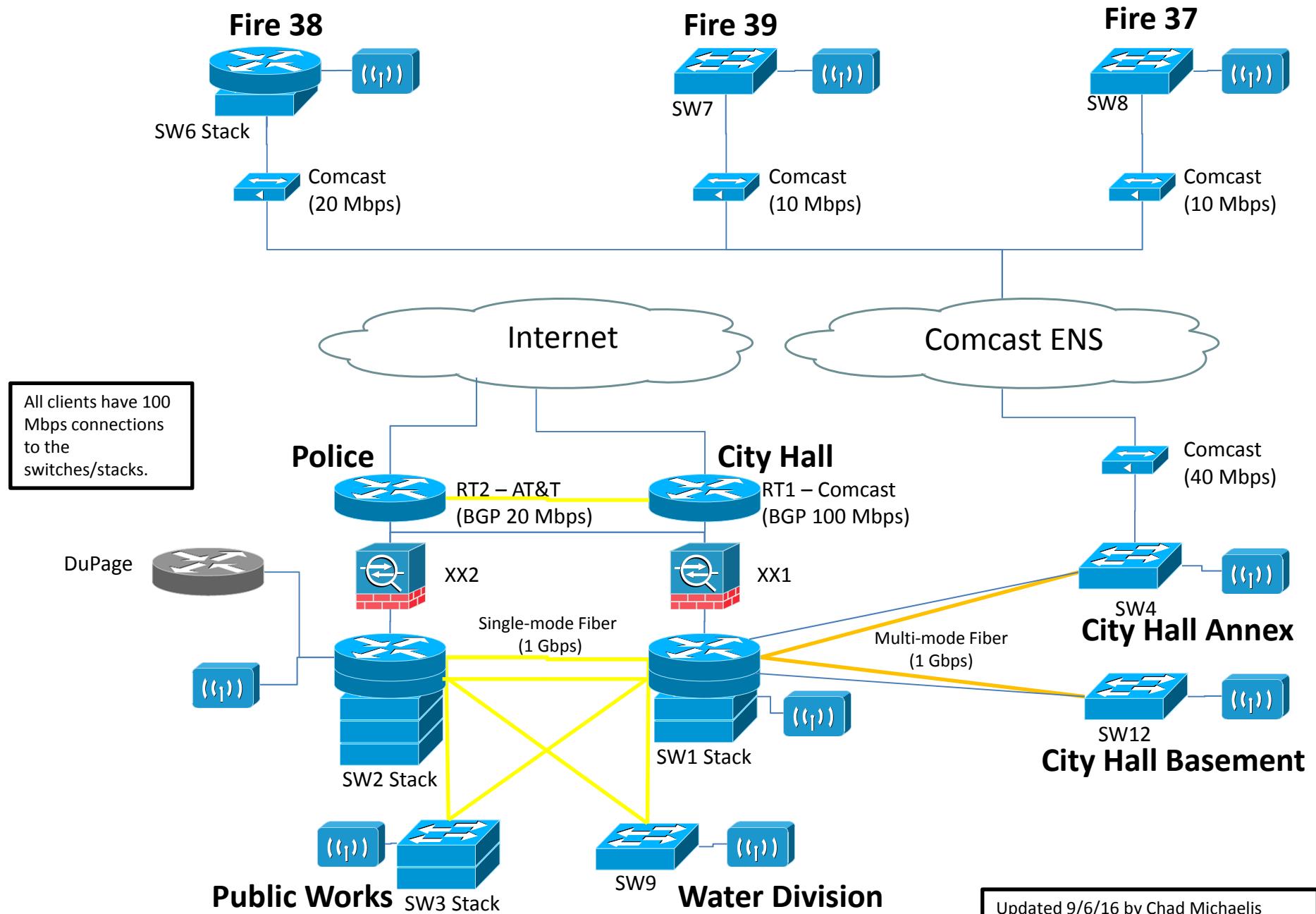
## Performance Criteria:

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Vendors will be evaluated on the ability to meet the criteria for the categories of Services, Features, and Resiliency as outlined in Attachment A. Equipment with a longer stated life cycle will be preferred.

**END OF STATEMENT OF WORK FOR SERVICE PROVIDER**

## Exhibit A Network Configuration Diagram



## ATTACHMENT A

### *Network Infrastructure*

Evaluation criteria will include vendor's ability to meet requirements for each item description under the categories of: I) Services; II) Resiliency; and III) Features. Vendors must indicate on the checklists whether their proposals comply with the criteria listed for each item description. All variances must be clarified.

#### **I) Services:**

	Importance	(M)et (V)ariance * (N)ot Met	Item Description
1.	Required		Pre-bid All Bidders Meeting
2.	Required		Pre-award Individual Bidder Meeting and Configuration Review
3.	Required		Project Management
4.	Required		Staging
5.	Required		Configuration
6.	Required		Pre-Deployment Testing, e.g. Features
7.	Required		Racking
8.	Required		Weekend Overnight Cutover and Patch Cabling
9.	Required		Weekend Overnight Cutover Testing, e.g. Features, Port Errors, and Speed
10.	Required		Weekend Overnight Resiliency Testing
11.	Required		Post Cutover Onsite Support - 3 Days
12.	Required		Essential Configuration Documentation and Training
13.	Required		Essential Administration Documentation and Training
14.	Required		Post Cutover Priority Offsite Support - 30 Days
15.	Required		9 x 5 Next Business Day Onsite Support - 8 Years***, including hardware replacement and configuration restoration
16.	Required		24 x 7 Telephone Support - 8 Years***
17.	Optional**		Move, Add, and Change Services
18.	Desired		Configure existing Meraki private SSID for WPA-2 Enterprise Authentication using the City's on-premise Microsoft NPS/Radius servers.
19.	Desired		Configure a new CDE VLAN for Cashiering workstations with ACLs limiting inbound and outbound traffic appropriate for cashiering.

\* Variances must be documented using the form provided in the bid package.

\*\* Optional items should be quoted separately, unless they reduce the proposed price.

\*\*\* Years 2 through 8 do not need to be included in the proposed price, but must be documented so that we can calculate our 8-year total cost.

#### **II) Resiliency:**

	Importance	(M)et (V)ariance * (N)ot Met	Item Description
20.	Required		City Hall Annex workgroup has a 1 Gbps fiber connection to the City Hall core and a 1 Gbps copper connection to the City Hall workgroup.
21.	Required		City Hall Basement workgroup has a 1 Gbps fiber connection to the City Hall core and a 1 Gbps copper connection to the City Hall workgroup.

## II) Resiliency (cont.):

	Importance	(M)et (V)ariance * (N)ot Met	Item Description
22.	Required		City Hall workgroup is stacked with the core or has 1 Gbps fiber connections to the City Hall core and the Police core.
23.	Required		Direct fiber connection between the Internet routers - not passing through any core or workgroup switch.
24.	Required		Dual 1 Gbps fiber connection between the City Hall stack/chassis and Police stack/chassis - prevents spanning tree recalculation if one link fails.
25.	Required		Firewalls are configured active / standby, and failover preserves connections.
24.	Required		Direct fiber connection between the Internet routers - not passing through any core or workgroup switch.
26.	Required		Hot-plug SFP fiber transceivers.
27.	Required		Police workgroup is stacked with the core or has 1 Gbps fiber connections to the City Hall core and the Police core.
28.	Required		Public Works workgroup has 1 Gbps fiber connections to the City Hall core and the Police core.
29.	Required		Redundant and hot-plug fans.
30.	Required		Redundant and hot-plug power supplies.
31.	Required		Redundant stacking connections.
32.	Required		Routers are configured for BGP with the City's existing AT&T and Comcast Internet Service Providers.
33.	Required		Water Division workgroup has 1 Gbps fiber connections to the City Hall core and the Police core.
34.	Optional**		Improve resiliency.

\* Variances must be documented using the form provided in the bid package

\*\* Optional items should be quoted separately, unless they reduce the proposed price

## III) Features:

	Importance	(M)et (V)ariance * (N)ot Met	Item Description
35.	Required		Active Directory or secure LDAP authentication for administration and configuration
36.	Required		At least four available/unused 10 Gbps ports in the City Hall stack and four available/unused 10 Gbps ports in the Police stack
37.	Required		Configuration and port statistics accessible via SNMPv3
38.	Required		Configured to a recognized security standard, e.g. CIS benchmark or equivalent -- must specify standards used
39.	Required		DHCP Relay i.e. pass DHCP requests from VLAN hosts to Microsoft Windows domain controllers
40.	Required		Generate Syslog messages for configuration changes, health status changes, and traffic allow/deny
41.	Required		Generate Telemetry data, e.g. Netflow, NetFlow v9, sFlow, J-Flow, or IP Flow Information Export (IPFIX)
42.	Required		HSRP for VLAN gateways and Internet routers (default gateway)
43.	Required		Interface ACLs

### III) Features (cont.):

	Importance	(M)et (V)ariance * (N)ot Met	Item Description
44.	Required		IPv4
45.	Required		Layer 3 Classless Routing, including static routes and directly connected networks
46.	Required		Link Aggregation, including the LACP protocol
47.	Required		Management limited to secure protocols, e.g., SSHv2, HTTPS/TLS, including management port ACLs
48.	Required		Next generation cryptography (cisco: <a href="http://www.cisco.com/c/en/us/about/security-center/next-generation-cryptography.html">http://www.cisco.com/c/en/us/about/security-center/next-generation-cryptography.html</a> NIST: <a href="http://csrc.nist.gov/publications/drafts/800-175/sp800-175b_draft.pdf">http://csrc.nist.gov/publications/drafts/800-175/sp800-175b_draft.pdf</a> )
49.	Required		NTP client
50.	Required		Online search and display of 30 days of traffic, including source and destination name and IP address, port, protocol, and application
51.	Required		Port Sharing / Dynamic VLAN for data and voice -- almost all of the City's computers connect to the workgroup switches through ShoreTel VoIP phones
52.	Required		Power over Ethernet on all workgroup switches with capacity to provide a minimum of 7W to every port, and maximum of 15.4W to any port
53.	Required		QoS to prioritize Voice and Video
54.	Required		Site to Site IKEv1 IPsec VPN for Library Extranet (SonicWall) and Microsoft Azure, including limiting VPN site access to specific IP addresses and ports
55.	Required		Spanning Tree or equivalent, including rapid spanning and vlan specific spanning
56.	Required		TLS Client VPN for Windows 10 and Apple iPad tablets, including limiting VPN client access to specific IP addresses and ports
57.	Required		VLAN, including 802.1q trunking, pruning, and ACLs
58.	Required		Web filtering equivalent to zScaler, including port, protocol, content type, application, and malware filtering
59.	Required and disabled		NTP server, including security, e.g. which hosts can peer, query, and/or synchronize
60.	Capable and disabled		IPv6
61.	Capable and disabled		OSPF routing protocol on core and firewalls
62.	Capable and disabled		Port ACLs, including port grouping or tagging
63.	Desired		0 Day Malware Protection, e.g., sandbox analysis
64.	Desired		10 Gbps fiber connections between City Hall stack and Police stack
65.	Desired		802.1x integrated with Microsoft NPS and/or WMI
66.	Desired		Ability to configure and manage Azure virtual networks.
67.	Desired		Ability to configure and manage VMWare Standard switches.
68.	Desired		Ability to identify and prioritize applications
69.	Desired		Ability to shape or throttle traffic by port, protocol, content type, or application
70.	Desired		Automated and schedulable firmware/OS updates
71.	Desired		Centralized management, including template based configuration, tag based configuration, and/or port range configuration

### III) Features (cont.) :

	Importance	(M)et (V)ariance * (N)ot Met	Item Description
72.	Desired		Data Loss Prevention, including blocking and/or warning on detection of sensitive data and/or unusual traffic/behavior
73.	Desired		Generate user configurable email alerts for device health, error thresholds, traffic thresholds, etc.
74.	Desired		Graphical user interface for all configuration functions, including modifying ACLs
75.	Desired		Network intrusion prevention and/or intrusion detection
76.	Desired		Online search and display of 90 days of traffic, including source and destination name and IP address, port, protocol, and application
77.	Desired		Private VLAN
78.	Desired		Web Application Firewall equivalent to Imperva/Incapsula
79.	Optional**		Combine Internet router, firewall, and/or core switch devices.
80.	Optional**		Replace existing Splunk instance with solution integrated log analytics. Must support log collection from Windows Server and Desktop systems. Current cost \$1569 per year.
81.	Optional**		Replace existing What's Up Gold Network Monitoring and NetFlow Plug-in instance with solution integrated network and traffic management system. Current cost \$1,824 per year.
82.	Optional**		Replace, or integrate with, existing Trend Micro Deep Security / vShield hypervisor security system. Current cost is \$6,320.

\* Variances must be documented using the form provided in the bid package

\*\* Optional items should be quoted separately, unless they reduce the proposed price

## ***SPECIAL TERMS AND CONDITIONS FOR SERVICE PROVIDERS***

### ***Network Infrastructure***

#### **Introduction:**

The City of Wheaton is seeking proposals from qualified vendors to provide all hardware, software, and services necessary to replace its aging network infrastructure, including switches, routers, and firewalls.

#### **Timeframe: (Dates subject to change)**

1. Mandatory Pre-Bid Meeting: Wednesday, January 11, 2017, at 10:00 a.m.
2. Last Date for Questions: Tuesday, January 24, 2017 before 12:00 p.m. local time
3. Proposals Due: Tuesday, January 31, 2017, prior to 11:00 a.m. local time
4. Interview Finalists: Wednesday, February 8, 2017, and Thursday, February 9, 2017. Time TBD
5. Council to Award: February 2017

#### **Contact Information**

All questions concerning this solicitation and its content and specifications shall be submitted via e-mail to the Procurement Officer, [LStyczen@wheaton.il.us](mailto:LStyczen@wheaton.il.us), and received no later than 12:00 p.m. local time on Tuesday, January 24, 2017. A written response in the form of a public addendum will be published and forwarded to qualified proposers.

#### **Evaluation Criteria**

The selection and evaluation team will include representatives from the City of Wheaton's IT Department and administration. Proposals will be reviewed and a recommendation of award made based on the proposal most closely meeting the needs outlined in Statement of Work and providing the best value for the City based on the criteria below.

- Cost
- Vendor's ability to complete the project in a timely manner
- Vendor's ability to meet criteria for Services, Resiliency and Features listed in Attachment A
- Vendor's portfolio of work
- Vendor's references
- Equipment with a longer stated life cycle will be preferred.

#### **Submit**

#### **PART I: Envelope marked PROPOSAL FOR SERVICES**

At a minimum, the vendor is asked to include the following information in its proposal:

1. Title page (name, address, phone, contact person, date)
2. Table of contents
3. Statement of the proposal that specifically addresses the scope of work
4. Company profile and history
5. Documentation/evidence that outlines vendor's ability to meet criteria for: I) Services; II) Resiliency; and III) Features, listed in Attachment A
6. Proposed project schedule
7. Completed Vendor checklist (ATTACHMENT A)

Vendors selected as finalists may be expected to address more detailed issues regarding financial and other specifics of the firm and operations. These same Vendor finalists may be asked to participate in interviews with a selection panel.

## **PART II: Envelope marked COST PROPOSAL**

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1. Complete the Proposal Page which details the cost for network infrastructure and support services. Please be very explicit in listing and describing services or items not covered in the proposal fee amount. If necessary, add additional comments to describe your fee structure.
2. Proposals should include a total not to exceed contract proposal amount.
3. Proposals should include payment requirements (Advance, partial payment based on progress/phases, milestones, completion, etc.).

### **Award of Contract:**

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1. The City's standard agreement for professional services is included in the RFP package.
2. Any deviations to City's standard agreement should be itemized and submitted with the price proposal.
3. Upon selection, the final contract amount may be subject to negotiation to determine exact scope of services to be provided and final contract fee amount.
4. In the event the Vendor and the City fail to agree on all relevant terms of the final contract, the City will choose from remaining Vendors or issue another Request for Proposal.
5. The contract will be for hardware, software, and services necessary to replace the City's network infrastructure, including switches, routers, and firewalls, and will include no guarantee or intent to contract for future services.

### **Insurance Requirements:**

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1. Reference Contract Addendum 1

### **Invoices:**

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1. All invoices must reflect the following applicable information: Contract Number, the name of the Project, the Name of the Service Provider, and the services/deliverables with the price depicted.

### **For Internal Purposes:**

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**All invoices are mailed to the attention of the Project Manager, Chad Michaelis; City of Wheaton; PO Box 727; Wheaton, IL 60187.**

### **Payment:**

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1. Based upon agreed to payment requirements
2. Prior to authorization of Final payment, all documents must be presented in their final form and approved by the Project Manager.
3. Written approval by the City's Project Manager will only be given after verification of quality and completion of service.

***END OF SPECIAL TERMS AND CONDITIONS FOR SERVICE PROVIDER***

# GENERAL INSTRUCTIONS REGARDING SOLICITATIONS for PROFESSIONAL SERVICES

## Solicitations are open to all qualified firms actively engaged in providing the services specified and inferred.

### Solicitation Process

#### Request for Proposal:

1. The City of Wheaton solicits qualified firms for Professional Services.
2. Firms are qualified based on
  - a. A public formal Request for Qualifications
  - b. Prior experience with the City's facilities, equipment, infrastructure, or issue at hand.
3. A formal Request for Proposal is submitted to qualified firms.
4. It is the responsibility of the Proposer to seek clarification of any requirement that may not be clear. Questions concerning this request shall be submitted via e-mail to the attention of the Procurement Officer by the last date for questions as reflected on the cover page of this document. A written response in the form of an addendum will be forwarded to all firms invited to submit proposals.
5. Proposers shall acknowledge the receipt of any addendum on their proposal.

#### The Cone of Silence:

6. The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences.
7. During the period beginning with the issuance of the Request for Proposal through the execution of the award document, proposers are prohibited from all communications regarding this request with City staff, City consultants, City legal counsel, City agents, or elected officials.
8. Any attempt by a proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposer from participation in this solicitation.

#### Exceptions to the Cone of Silence:

9. Written communications directed to the Procurement Officer
10. All communications occurring at pre-bid meetings
11. Oral presentations during finalist interviews, negotiation proceedings, or site visits
12. Oral presentations before publicly noticed committee meetings
13. Contractors already on contract with the City to perform services for the City are allowed

discussions necessary for the completion of an existing contract.

14. Procurement of goods or services for Emergency situations

#### Investigation:

15. It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified.
  - a. If the site of the work is an area restricted from the general public, an opportunity will be provided for proposers to perform this inspection.
  - b. If the site of the work is an area open to the general public, the proposer may perform their inspection at a time of their choosing.

#### Proposals:

16. Proposals must reference the project name and date of the Request for Proposal. Documents should not utilize binders, folders, tabs or papers larger than 8.5 x 11.
17. Delivery of a proposal is acceptance of the City's Contract for Professional Services. Proposals containing terms and conditions contrary to those specified may be considered non-responsive.

#### Signatures as Offer:

18. Under the conditions of the Uniform Commercial Code, the signing of the proposal by the proposer constitutes an offer. If accepted by the City, the offer becomes part of the contract.
19. Offers by
  - a. Individuals or sole proprietorships shall be signed by a person with the authority to enter into legal binding contracts. Said individual shall use his usual signature.
  - b. Partnerships shall be signed with partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing.
  - c. By corporations shall be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter.

#### Withdrawal of Offers:

20. Offers may be withdrawn at any time prior to the due date. Requests to withdraw an offer shall be in writing, properly signed, and received by the Procurement Officer prior to the due date.
21. Offers may not be withdrawn after the due date without the approval of the Procurement Officer.
22. Negligence in preparing an offer confers no right of withdrawal after opening / due date.

#### **Timeframe and Consequences:**

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23. Offers must be received before the designated time.
24. Offers received after the designated time will be returned to the sender without review. Offers received late that may be attributed to delays by overnight delivery services, or by delivery services trying to deliver when offices are closed, will be considered late and returned to the sender.
25. Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following due date.

#### **Receipt of Formal Offers:**

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26. Formal offers by sealed envelope will be opened at the time and location stated. The Procurement Officer shall publish a list of all proposers on the city's website [www.wheaton.il.us/bids/](http://www.wheaton.il.us/bids/) within three business days.

#### **Taxes:**

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27. The City is exempt by law from paying sales tax on goods, equipment, and products permanently incorporated to the project, from State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax.
28. The City's Sales Tax Exemption Number is E9997-4312-07.

#### **Evaluation of Offers**

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##### **Rejection of Offers**

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The city reserves the right to reject any and all offers in whole or in part according to the best interests of the City.

##### **Receipt of One (or too few) offers**

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29. If the City receives one or too few proposals, as defined by the City, the City may reschedule the due date. The offers received will either be:
  - a. returned unopened to the Proposer for re-submittal at the new due date and time, or
  - b. if there are no changes in requirements, and pending agreement with the Proposer, held until the new due date and time.

30. If the request was publicly broadcast, and the City did not receive any proposals, the City may negotiate with any interested parties.

#### **Determining Responsiveness of the Proposal:**

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31. Responsive proposals are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation request, inclusive of all requirements, able to meet delivery requirements, accepting of all contract terms and conditions.
32. The degree to which a proposal meets the requirements is determined solely on the judgment of the proposal evaluation team.

#### **Clarification of Offers:**

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33. The City may conduct discussions with Proposers to further clarify the offer as may be necessary. Clarifications shall be documented by the proposer and submitted (e-mail or fax) within 3 business days.

#### **Confidential Information**

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34. Proposals are subject to Illinois State FOIA requirements including the following exemptions:
  - a. (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7.
  - b. Exemptions. (1) The following shall be exempt from inspection and copying: (g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business and only insofar as the claim directly applies to the records requested.
35. Proposers considering requests to be proprietary and confidential should submit an additional redacted offer. Failure to do so may result in information becoming available to the public.

#### **Selection Process:**

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36. An evaluation team will review all proposals based on weighted requirements. The evaluation team is composed of the Department Head, Project Manager, Procurement Officer and other as required
37. Proposals shall undergo a two-stage evaluation process:
  - a. Stage I: compliance

- b. Stage II: Ranking of the weighted Criteria by the evaluation team
- c. The highest ranked proposals may be invited for a follow-up interview.

38. Interviews may be conducted with proposers on the short list. Said proposers may be required to submit additional data during the interview process. Revisions to proposals may be permitted after initial submission and interview, but before award, for the purpose of obtaining best and final offers.

39. The City reserves the right to negotiate the price and any other term with the proposer offering the best and final offer. Any oral negotiations must be confirmed in writing prior to award.

40. If a negotiated agreement cannot be reached with the front runner, the City may proceed to negotiate with the second best and final offer.

41. The City's determination of award for best overall value will consider the following non-exclusive list: available project management resources, soft costs of contract management; and training costs.

#### **Award:**

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- 42. Award is based on the best overall value to the City; and deemed most advantageous to the City, based on the totality of lawful considerations, price and other factors considered.
- 43. While numeric evaluations may be used in some aspects of the process to identify strengths and weaknesses of proposals, and to establish a ranking, the final decision will be a business decision by the City and will not be based on a numerical score. A recommendation to award will document the basis for the award decision.
- 44. Except as otherwise stated, proposers will be awarded within ninety (90) days from the opening date.
- 45. The City reserves the right to award by phase, part or portion of a phase, any line item or option regardless of order listed.

#### **Requirements if Awarded the Work:**

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#### **Insurance:**

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- 46. The successful Proposer, if awarded by contract, will be required to carry insurance acceptable to the City. (*reference Contract Addendum 1*).
- 47. Certificates of Insurance, Endorsements, and a Waiver of Subjugation must be submitted with the execution of the order.
- 48. The Proposers obligation to purchase stated insurance cannot be waived by the city's action or inaction.

- 49. Background checks inclusive of finger printing MAY be required for service providers working in secured areas. Service providers will submit a list of employees' names to the Project Manager who will coordinate the background checks with the police department.
- 50. Anyone with a background history showing a conviction for a felony; theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or anyone showing a felony charge pending, or who has any outstanding warrants of any type, including misdemeanor traffic or felony warrants, may be subject to arrest, and will not be allowed to work under this contract.

#### **Audit:**

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- 51. The successful Proposer may be audited by the City or an agent of the City. Audits may be at the request of federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties which in the City's opinion requires information. Data, information and documentation will include, but not be limited to, original estimate files, change order estimate files, detailed worksheets, subcontractor proposals, supplier quotes and rebates, and all project related correspondence, and subcontractor and supplier change order files.

#### **Protests:**

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- 52. Any Proposer who claims to be aggrieved in connection with the selection process, a pending award, or other reasonable issue may initiate a protest.
  - a. Protests involving the solicitation process must be presented in writing via e-mail to the Procurement Officer no later than the last date for questions as reflected on the cover page of this document.
  - b. Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to the Procurement Officer no later than three business days after bid results are publicly posted.
- 53. Protests must include: the name and address of the protestor; appropriate identification of the solicitation; if an award has been initiated, the award document number (if available), identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting

#### **Security Clearance:**

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documentation (Exhibits, evidence, or documents to substantiate any claims).

54. A person filing a notice of protest will be required, at the time the notice of protest is filed, to post a bond in the form of a cashier's check in an amount equal to twenty-five percent of the City's estimate of the total volume of the award, or \$1,000, whichever is less.

- a. If the decision of the Protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the Proposer filing the protest.
- b. If the decision of the Protest upholds the action taken by the City, then the City shall retain the amount of the cashier's check in payment for a portion of the cost and expense

for time spent by City staff in responding to the protest and in conducting the evaluation of the protest.

55. Upon receipt of the notice of protest, the Procurement Officer shall stop the award process.

- a. The Procurement Officer will rule on the protest in writing within two business days from receipt of protest.
- b. Appeals of the Procurement Officer's decision must be made in writing within two business days after receipt thereof and submitted to the City Manager for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
- c. The City Manager's decision is final.

***END OF GENERAL INSTRUCTIONS REGARDING SOLICITATIONS for PROFESSIONAL SERVICES***

# GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICE PROVIDERS

## Contract Administration:

1. A "Work May Proceed" order will be issued by Procurement upon confirmation of a properly executed contract.
2. Once the "Work May Proceed" order is issued, the contractor's primary contact with the city will become the Project Manager.
3. The Project Manager's primary responsibility is to assure the city receives the professional services in accordance to the terms and conditions and requirements of the contract. The Project Manager will, but is not limited to: oversee the entire project from kick-off activities through close out and payment of final invoice; monitor project progress; address any quality issues and change orders; review and approve deliverables.

## Communications Plan

4. The service provider is required to provide the City's project manager with updates of the project: work completed, assumptions, problems encountered,
5. The updates can be in person or over the phone, at the discretion of the city.

## Change Order Procedure

6. The city reserves the right to make changes to the Scope of Work by altering, adding to, or deducting from the work, without invalidating the contract. All such changes shall be executed under the conditions of the original contract.

## Bulletins

7. Should the contractor consider that a change in the Scope of Work, the contract sum or delivery date is required; he shall initiate a change order and submit to the Project Manager for documented approval before proceeding with the work.

## Change Orders

8. Issuance of a statement, or verbal approval, is not to be considered a Change Order and is not authorization to proceed.
9. Change orders will be numbered in sequence and dated.
10. Approved Change Orders are required with any/all changes in, the Scope of Work, the contract sum, the time for completion, or any combination thereof.
11. Change orders will describe the change or changes, will refer to the proposal(s) involved, and will be

signed by the city and the contractor prior to implementing the change.

12. All Change Orders shall clearly identify the impact of cost and the affect on time required to perform the work associated with the proposal.
  - a. If the proposal is found to be satisfactory and in proper order, and both parties agree upon cost or credit for the change, the city will authorize the documented Change Order which will be confirmed as a contract amendment.

## Payment:

13. Authorization of payment requires receipt of service providers invoice, acceptance of services and receipt of other required paperwork.
14. Payment will be:
  - a. made to the company awarded this order. Under no circumstances will a third party be reimbursed.
  - b. Via the City's Purchasing Card Program, MasterCard, in which payment will occur at time of service delivery (preferred); or
  - c. Via supplier generated invoice.
15. The City complies with the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval.
  - a. Invoices must be submitted to the city within six months of order completion. Any invoices submitted in excess of six months from order completion will not be paid.

## Service Issues:

16. The service provider shall not be reimbursed until services are compliant.
17. If services continue to remain non-compliant, Procurement will prepare a formal Letter of Warning addressing the contractor's Failure to Comply. Contract language states "The City may terminate this Agreement upon seven (7) days written notice to the Contractor."
18. If contractor fails to achieve required results within stated timeframe, Procurement will terminate contract.
19. The City shall have the right to terminate this Agreement, without cause, upon twenty one (21) days written notice to the Contractor. The Contractor shall be paid for all work performed in conformance with the Agreement through the effective date of the not for cause termination.

**END OF GENERAL TERMS AND CONDITIONS FOR SERVICE PROVIDERS**

## *COST PROPOSAL: Network Infrastructure*

Based on Amendment # \_\_\_\_\_ dated \_\_\_\_\_

**PLEASE SUBMIT 2 Original Proposals AS FOLLOWS:**

- 1) This Page**
- 2) Certification of Compliance**
- 3) Confidentiality and Non-Disclosure Agreement**
- 4) Proposal**

**Please do not submit perforated pages, nor bind your proposal in anything other than paper clips.**

We hereby agree to furnish and deliver to the City of Wheaton, in accordance with the Terms and Conditions, Specifications, and Contract Requirements as follows:

One-Time Hardware and Software	\$ _____
One-Time Services	\$ _____
Other One-Time Charges *	\$ _____
Support / Maintenance Year 1	\$ _____
Support / Maintenance Year 2	\$ _____
Support / Maintenance Year 3	\$ _____
Support / Maintenance Year 4	\$ _____
Support / Maintenance Year 5	\$ _____
Support / Maintenance Year 6	\$ _____
Support / Maintenance Year 7	\$ _____
Support / Maintenance Year 8	\$ _____
Other On-Going Charges *	\$ _____
<b>Total Network Infrastructure Cost</b>	<b>\$ _____</b>

\* Describe Other One-Time or On-Going charges in your Proposal for Services.

Firm Name \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Position \_\_\_\_\_

Date Signed \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE**  
**Network Infrastructure**

The undersigned, being first duly sworn an oath, deposes and states that he/she has the authority to make this certification on behalf of the bidder for the product, commodity, or service and:

(A) The undersigned certifies that, pursuant to 720 ILCS Act 5, Article 33E of the Illinois Compiled Statutes, the bidder is not barred from bidding on this contract as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.

(B) The undersigned certifies that, pursuant to 65 ILCS 5/11-42.1-1 of the Illinois Compiled Statutes, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

(C) The undersigned certifies that, pursuant to 30 ILCS 580/3, Section 3 the bidder deposes, states and certifies it will provide a drug free workplace by complying to the Illinois Drug Free Workplace Act.

(D) The undersigned certifies that, pursuant to 820 ILCS 130/1-12 of the Illinois Compiled Statutes, the bidder, when required, is in compliance to all requirements of the Prevailing Wage Act.

(E) The undersigned certifies that, pursuant to 30 ILCS 570/ Section 5 Article 2 of the Illinois Compiled Statutes, the bidder is in compliance to all requirements of the Employment of Illinois Workers on Public Works Act.

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(F) The undersigned certifies that they agree to fulfill all Requirements, Specifications, Terms and Conditions.

(G) The undersigned certifies that they agree to fulfill all Contract Requirements.

(H) The undersigned certifies that they agree to present alternative Greener products/processes to the City for consideration in this work.

**Check One:**

**There are no conflicts of interest;** and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm, or your firm's ownership, management or staff will immediately notify the City of Wheaton in writing.

**There is an affiliation or business relationship** between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the City of Wheaton who makes recommendations to the City of Wheaton with respect to expenditures of money, employment, and elected or appointed positions. *Provide any and all* affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. *Include the name* of each City of Wheaton affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

**This Business Firm is:** (check one)

a Corporation     a Partnership     an Individual

an LLC

Firm Name: \_\_\_\_\_

**Operational Contact for this work**

Firm Address: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Phone #: \_\_\_\_\_

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

e-mail: \_\_\_\_\_

Position: \_\_\_\_\_

**Sales Contact**

Phone #: \_\_\_\_\_

Name: \_\_\_\_\_

Fax #: \_\_\_\_\_

Phone #: \_\_\_\_\_

e-mail address: \_\_\_\_\_

e-mail: \_\_\_\_\_

Date signed: \_\_\_\_\_

**Billing Contact**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

e-mail: \_\_\_\_\_

## **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

### *Network Infrastructure*

This Confidentiality and Non-Disclosure Agreement (this "Agreement") is entered by and between The City of Wheaton, an Illinois municipal corporation ("City"), 303 West Wesley Street, Wheaton, IL 60187 and \_\_\_\_\_ ("Recipient"), \_\_\_\_\_ (address; city; state).

City and Recipient are interested in evaluating a business proposal with each other (the "Proposal"). In connection therewith, the Recipient has requested that the City disclose to Recipient Information relative to its facilities, information systems, procedures and plans. Recipient acknowledges that, prior to disclosure of said Information, the City has required that Recipient to enter into this Agreement and that the City would not disclose such Information absent this Agreement.

THEREFORE, in consideration of the foregoing and of the mutual representations, covenants, and agreements contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, the parties agree as follows:

1. *Confidentiality.* Recipient agrees to not disclose or reproduce, or authorize any third party to disclose or reproduce the Information. Notwithstanding the foregoing, Recipient may disclose the Information to officers and employees of Recipient as may be required to prepare a Proposal; provided, however, that Recipient informs such persons of the existence of this Agreement and Recipient shall be responsible for any breach of this Agreement by such persons. Recipient shall immediately notify the City upon the discovery of any loss or unauthorized disclosure or use of the Information.
2. *Governing Law.* This agreement is governed by the laws of the State of Illinois. Exclusive jurisdiction for any litigation involving any aspect of this Agreement shall be in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.
3. *Attorneys' Fees and Costs.* If attorneys' fees or other costs are incurred to secure performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection therewith.
4. *Entire Agreement.* This Agreement constitutes the entire agreement and understanding among the parties and supersedes all prior discussions and agreements between the parties relating generally to the same subject matter. The entering into of this Agreement shall not constitute any obligation on the part of either party to enter into any further agreement with the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by a duly authorized representative to be effective as of the last date set forth below (the "Effective Date").

City

City of Wheaton  
an Illinois municipal corporation

Recipient

Company \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notice:

303 W Wesley St  
PO Box 0727  
Wheaton, IL 60187

Address for Notice:

\_\_\_\_\_

---

## *CUSTOMIZED MAILING LABEL FOR SEALED BID*

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**XXXXXX CUT OUT XXXXXX**

*Cut along outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid".*

### **SEALED BID – DO NOT OPEN**

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#### **PROPOSAL FOR:**

*Network Infrastructure*

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#### **PROPOSAL FOR SERVICES**

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**PROPOSAL FROM:** *(Insert your company name below)*

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**Proposal due:** January 31, 2017 prior to 11:00 am

**List of Proposers published:** February 2, 2017, end of day

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**TO BE OPENED BY PROCUREMENT OFFICER**

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#### **MAIL TO:**

**Procurement Officer  
City Hall /  
City of Wheaton  
P.O. BOX 0727  
303 West Wesley Street  
Wheaton, IL 60187-0727**

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## *CUSTOMIZED MAILING LABEL FOR SEALED BID*

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**XXXXXX CUT OUT XXXXXX**

*Cut along outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid".*

---

## CUSTOMIZED MAILING LABEL FOR SEALED BID

XXXXXX CUT OUT XXXXXX

*Cut along outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid".*

### SEALED BID – DO NOT OPEN

#### PROPOSAL FOR:

*Network Infrastructure*

#### ***COST PROPOSAL***

PROPOSAL FROM: *(Insert your company name below)*

Proposals due: January 31, 2017, prior to 11:00 am

List of Proposers published: February 2, 2017, end of day

#### TO BE OPENED BY PROCUREMENT OFFICER

#### MAIL TO:

Procurement Officer  
City Hall /  
City of Wheaton  
P.O. BOX 0727  
303 West Wesley Street  
Wheaton, IL 60187-0727

This number must appear on  
all invoices and documents.

No. \_\_\_\_\_

Agreement Between the City of Wheaton, Illinois  
and \_\_\_\_\_  
for Professional Services

Network Infrastructure

*This Agreement is entered into by and between the City of Wheaton, an Illinois municipal corporation ("City"), 303 West Wesley Street, Wheaton, IL 60187, and \_\_\_\_\_ ("Professional Service Provider"), address.*

WITNESSETH:

*Whereas, the City has determined that it is strategic to hire a Professional Service to provide website hosting, redesign, development and implementation (hereinafter the "Work") consistent with the attached Exhibit A [Exhibit A is the Request for Proposal] which is incorporated herein and is fully set forth; and*

*Whereas, the Professional Service Provider has submitted a proposal attached Exhibit B [Exhibit B is the Proposal] for this work, and*

*Whereas, the City finds the proposal submitted by the Professional Service Provider meets the City's service requirements for the Work.*

*Now, therefore, for in consideration of their mutual promises, terms, covenants, agreements, and conditions recited in this Agreement, the City and the Professional Service Provider hereto do hereby agree as follows:*

1. **Scope of Service:** *The Recital paragraphs are incorporated herein as substantive terms and conditions of this Agreement and as representing the intent of the Parties. The Professional Service Provider shall furnish all labor, materials, and equipment to provide and perform the Work. The Professional Service Provider represents and warrants that it shall perform the Work in a manner consistent with the level of care and skill customarily exercised by other Professional Service Providers under similar circumstances.*
2. **Compensation:** *The City shall compensate the Professional Service Provider according to the terms of the Professional Service Provider's proposal which is attached hereto as Exhibit B.*
3. **Waivers of Lien:** *The City reserves the right to require waivers of lien before payment where the City deems it to be in its best interest to do so.*
4. **Term of Agreement:** *This Agreement shall become effective upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider. It shall be in effect until the city deems the work complete and acceptable. This contract may be subject for renewal if Service Provider maintains or reduces costs hourly rates.*
5. **Time is of the Essence:** *Time is of the essence in the performance of all the terms and conditions of this agreement. Failure to meet stated terms may result in Liquidated Damages in the amount of \$500.00 per calendar day beyond the delivery date specified.*
6. **Additional Services:** *The Professional Service Provider shall provide only the Work specified in this Agreement and attached Exhibits. In the event the Professional Service Provider or the City determines that additional goods and/or services are required to complete the Work, such additional goods shall not be provided and/or such additional services shall not be performed unless authorized in writing by the City via the attached Change Order*

form [Exhibit C will be the Change Order Form.]. Terms, frequency, and prices for additional services shall be confirmed in writing via the Change Order by the City and the Professional Service Provider.

7. **Integration:** The provisions set forth in this Agreement represent the entire agreement between the parties and supersede all prior agreements, contracts, promises, and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. This Agreement may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and signed by each party via change order or amendment. No course of conduct before, or during the performance of this Agreement, shall be deemed to modify, change or amend this Agreement.
8. **Waiver:** Any failure of either the City or the Professional Service Provider to strictly enforce any term, right, or condition of this Agreement whether implied or expressed, shall not be construed as a waiver of such term, right, or condition.
9. **Compliance with Laws:** The Professional Service Provider shall comply with all applicable federal, state, and local laws, rules, and regulations, and all City ordinances, rules and regulations now in force or hereafter enacted, in the provision of the goods and/or performance of the services required under this Agreement.
10. **Freedom of Information Act:** The Contractor shall, within twenty-four hours of the City's request, provide any documents in the Contractor's possession related to the contract which the City is required to disclose to a requester under the Illinois Freedom of Information Act. This provision is a material covenant of this Agreement. Contractor agrees to not apply any costs or charge any fees to the City regarding the procurement of records required pursuant to a FOIA request. Should Contractor request that City utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fee, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify, and hold harmless City, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to City.
11. **Discrimination Prohibited:** The Professional Service Provider shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 et seq. (1992 State Bar Edition), and with all rules and regulations established by the Department of Human Rights. The Professional Service Provider agrees that it will not deny employment to any person or refuse to enter into any contract for services provided for in this Agreement to be performed on its behalf on the basis of unlawful discrimination as defined in the Illinois Human Rights Act.
12. **Status of Independent Consultant:** Both City and Professional Service Provider agree that Professional Service Provider will act as an Independent Consultant in the performance of the Work. Accordingly, the Professional Service Provider shall be responsible for payment all taxes including federal, state, and local taxes arising out of the Professional Service Provider's activities in accordance with this agreement, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Professional Service Provider further acknowledges under the terms of this Agreement, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Professional Service Provider is not in any way authorized to make any contract, agreement, or promise on behalf of City, or to create any implied obligation on behalf of City, and Professional Service Provider specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Professional Service Provider, except those specifically identified in this Agreement. City shall not have the authority to control the method or manner by which Professional Service Provider complies with the terms of this Agreement.
13. **Assignment; Successors and Assigns:** Neither this Agreement, nor any part, rights or interests hereof, may be assigned, to any other person, firm or corporation without the written consent of all other parties. Upon approval

of assignment, this Agreement and the rights, interests and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**14. Non-disclosure:** During the course of the Works, The Professional Service Provider may have access to proprietary and confidential information including, but not limited to, methods, processes, formulae, compositions, systems, techniques, computer programs, databases, research projects, resident name and address information, financial data, and other data. The Professional Service Provider shall not use such information for any purpose other than described in this Agreement and Exhibits and shall not directly or indirectly disclose or disseminate such information to any third party without the express written consent of the City.

**15. Hold Harmless and Indemnification:** The Professional Service Provider shall defend, hold harmless, and indemnify the City, its directors, officers, employees, agents, and elected officials, in whole or in part from and against any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses, including, but not limited to, reasonable attorneys' fees and costs of litigation, and all causes of action of any kind or character, except as otherwise provided herein, to the extent that such matter arises from either of the following:

- a) The Professional Service provider's breach of any term, provision, warranty, standard or requirement of this Agreement including, but not limited to, those provisions of this Agreement pertaining to the Professional Service provider's services; or
- b) The negligence or willful misconduct of the Professional Service provider, its employees, agents, representatives, and subcontractors.

In the event that any claim for indemnification hereunder arises from the negligence or willful misconduct of both the Professional Service Provider and the City, the parties agree that any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses shall be apportioned between the parties on the basis of their comparative degrees of fault, except as otherwise herein provided.

**16. Patents:** The successful contractor agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture and construction, or copywrited material that form a part of the Work covered by the contract.

**17. Termination of Contract:** If the Professional Service Provider fails to perform according to the terms of this Agreement, then the City may terminate this Agreement upon seven (7) days written notice to the Professional Service Provider. In the event of a termination, the City shall pay the Professional Service Provider for services performed as of the effective date of termination, less any sums attributable, directly or indirectly, to Professional Service Provider's breach. The City shall have the right to terminate this Agreement, without cause, upon twenty-one (21) days written notice to the Contractor. The Contractor shall be paid for all work performed in conformance with the Agreement through the effective date of the not for cause termination. The written notice required under this paragraph shall be either (i) served personally during regular business hours; (ii) served by facsimile data transmission during regular business hours; (iii) by e-mail or (iv) served by certified or registered mail, return receipt requested, addressed to the address listed in this Agreement with postage prepaid and deposited in the United States mail. Notice served personally and by facsimile data transmission shall be effective upon receipt, and notice served by United States mail shall be effective three (3) business days after mailing.

**18. Cancellation for Unappropriated Funds:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**19. Default.** In case of default by the contractor, the City will procure articles or service from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code. The City reserves the right to cancel the whole or any part of the contract if the contractor fails to perform any of the provisions in the contract, fails to make delivery within the time stated, becomes insolvent, suspends any of its operations, or if any petition is filed or proceeding commenced by or against the Seller under any State

*or Federal law relating to bankruptcy arrangement, reorganization, receivership, or assignment for the benefit of creditors. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.*

**20. Force Majeure:** *No party hereto shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military disturbance, or war, which are beyond the control of such non-performing party.*

**21. Notification:** *All notification under this Agreement shall be made as follows:*

<b>If to the Professional Service provider:</b>	<b>If to the City:</b>
<i>Contractor Name</i>	<i>City of Wheaton</i>
<i>Attn: _____</i>	<i>Attn: City Clerk</i>
<i>Street address</i>	<i>303 W. Wesley Street, Box 727</i>
<i>City, State, Zip</i>	<i>Wheaton, IL 60189-727</i>
<i>Fax #</i>	<i>Fax # 630-260-2017</i>
<i>e-mail</i>	<i>e-mail cityclerk@wheaton.il.us</i>

**22. Severability:** *If any provision of this Contract is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.*

**23. Recovery of Costs:** *In the event the City is required to file any action, whether legal or equitable, to enforce any provision of this Agreement, the City shall be entitled to recover all costs and expenses incurred as a result of the action or proceeding, including expert witness and attorney's fees, if so provided in any order of the Court.*

**24. Governing Law:** *This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict-of-laws rules. Exclusive jurisdiction for any litigation involving any aspect of this Agreement shall be in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.*

**In Witness Whereof,** the parties have entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

*City of Wheaton, an Illinois municipal corporation*

*By \_\_\_\_\_ Date \_\_\_\_\_*  
*Mike Dzugan, City Manager*

**Attest:**

---

*Sharon Barrett-Hagen, City Clerk*

*Professional Service Provider:*

*By \_\_\_\_\_ Date \_\_\_\_\_*  
*signature*

**Attest:**

---

## Contract Addendum 1

### Special Provisions for: Insurance Coverage for Professional Services

The Provider of Professional Services and each of its agents, subcontractors, and consultants hired to perform the Work shall purchase and maintain during the term of this contract insurance coverage which will satisfactorily insure the Provider of Professional Services and, where appropriate, the City against claims and liabilities which may arise out of the Work. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the City. The insurance coverages shall include, but not necessarily be limited to, the following:

- **Worker's Compensation Insurance** with limits as required by the applicable statutes of the State of Illinois. The employer's liability coverage under the worker's compensation policy shall have limits of not less than **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** each accident/injury and **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** each employee/disease and **FIVE HUNDRED THOUSAND DOLLARS (\$500,000) POLICY LIMIT.**  
The workers compensation policy shall provide a waiver of subrogation (aka Waiver of our Right to Recover from Others Endorsement), to the City.
- **Commercial General Liability Insurance** protecting the Provider of Professional Services against any and all public liability claims which may arise in the course of performance of this contract. The limits of liability shall be not less than **ONE MILLION DOLLARS (\$1,000,000)** each occurrence bodily injury/property damage combined single limit and **ONE MILLION DOLLARS (\$1,000,000)** aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured on a primary and non-contributory basis.
- **Commercial Automobile Liability Insurance** covering the Consultant's owned, non-owned, and hired vehicles which protects the Provider of Professional Services against automobile liability claims whether on or off of the City's premises with coverage limits of not less than **ONE MILLION DOLLARS (\$1,000,000)** per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured on a primary and non-contributory basis.
- **Professional Errors And Omissions Coverage** with limits of not less than **ONE MILLION DOLLARS (\$1,000,000)** each claim and in the aggregate covering the Provider of Professional Services against all sums which the provider shall become obligated to pay on account of any error and / or omission arising out of the performance of the professional services for the City under this contract. The professional liability insurance shall remain in effect for a period for not less than four (4) years after the completion of the services to be performed by the provider under this contract.

Nothing herein set forth shall be construed to create any obligation on the part of the City to indemnify Provider of Professional Services for any claims of negligence against the provider or its agents, employees, subcontractors or consultants. Prior to commencement of any work under this Agreement, Provider of Professional Services shall file with the City the required original certificates of insurance with endorsements, including those of subcontractors, which shall clearly state all of the following:

- A. The policy number; name of insurance company; name and address of the agent or authorized representative; name, address, and telephone number of the insured; project name and address; policy expiration date; and specific coverage amounts; and
- B. That the City of Wheaton (including its agents, elected officials, officers and employees) is named as an additional insured under all coverage, except Workers' Compensation and Professional Liability, and that all such coverage shall be primary and non-contributory for the City, its agents, elected officials, officers, and employees. A waiver of subrogation (aka Waiver of our Right to Recover from Others Endorsement), on all coverages shall be provided; and
- C. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- D. Providers' insurance is primary with respects to any other valid or collectible insurance the City may possess, including any self-insured retention that City may have; and
- E. Any deductibles or self-insured retention shall be stated on the certificates of insurance provided to the City; and

In addition to all of the insurance requirements identified above and contained on the certificates of insurance, all policies of insurance coverage under this section shall also be subject to the following requirements:

- F. All insurance carriers providing coverage under this Agreement shall be authorized to do business in the State of Illinois and shall be rated at least A:VI in A.M. Best and Companies Insurance Guide or otherwise acceptable to the City.
- G. The City of Wheaton shall have the right to reject the insurer/insurance of the contractor or any subcontractor; and
- H. Occurrence policies are preferred. The city may accept claims based policies on a case by case basis providing the Professional Services provider purchases claims made policy for two (2) years past the contract completion date.
- I. The City will consider deductible amounts as part of its review of the financial stability of the bidder; and
- J. No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Provider of Professional Services, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents; and
- K. The City may require increases in Provider of Professional Services 's insurance coverage amounts over the course of this Agreement as it deems necessary so long as it reimburses provider for the actual increase in provider's insurance premiums attributable to the City's requested increase; and
- L. Insurance coverage required by this contract shall be in force throughout the Contract Term and upon written request by the City, the Provider of Professional Services shall, within 7 days, provide to the City acceptable evidence of current insurance. Should the Provider of Professional Services fail to provide acceptable evidence of current insurance following written request, the City shall have the absolute right to terminate the Contract without any further obligation to the provider; and
- M. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting

the project to the end result. The Provider of Professional Services shall assume all on-the-job responsibilities as to the control of persons directly employed by it.

***END OF SPECIAL PROVISIONS FOR INSURANCE COVERAGE FOR PROFESSIONAL SERVICES***



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). A waiver of subrogation is required.

PRODUCER	CONTACT	
	NAME: PHONE (A/C, No. Ext):	FAX (A/C, No.):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

## COVERS

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$
	<input type="checkbox"/>	<input type="checkbox"/>					PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/>	<input type="checkbox"/>					GENERAL AGGREGATE	\$ 1,000,000
	<input type="checkbox"/>	<input checked="" type="checkbox"/> PRO- JECT	<input type="checkbox"/>	LOC			PRODUCTS - COMP/OP AGG	\$ 1,000,000
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS	<input type="checkbox"/>			BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input checked="" type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>			PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR						\$
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/>	<input type="checkbox"/>	DED RETENTION \$				AGGREGATE	\$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y / N	N / A				<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHE- R
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>					E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	<input checked="" type="checkbox"/> Professional Liability and Errors and Omissions:						E.L. DISEASE - POLICY LIMIT	\$ 500,000
	<input type="checkbox"/> Owners/Contractors Protection							
	<input type="checkbox"/> XCU coverage							
	<input type="checkbox"/> Pollution / Environmental liability							

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Bid/Project Name –or- Contract Name and #

Contractor

Contact

Address

Phone #, Email, Fax #

- The City of Wheaton is an additional insured on a primary and non-contributory basis on all insurance policies with respect to Liability.
- Endorsements and A Waiver of Subrogation shall be provided for all policies with each updated certificate
- Contractors: It shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements.

## CERTIFICATE HOLDER

## CANCELLATION

City of Wheaton 303 West Wesley Street PO Box 727 Wheaton, IL 60187-0727 Attn Procurement Officer (fax) 630-260-2017	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Contract #: \_\_\_\_\_  
Contract Addendum #: \_\_\_\_\_  
For Office Use Only

Agreement Between the City of Wheaton, IL  
And

*Network Infrastructure*

Change Order #

**Change Order required due to:**

- Changed/Unforeseen Condition
- Change in Scope
- Errors and Omissions
- Other: \_\_\_\_\_

**Type of Change Order:**

- Fixed Cost of \$ \_\_\_\_\_
- Time & Materials, not to exceed: \$ \_\_\_\_\_
- Emergency Change, not to exceed \$ \_\_\_\_\_
- Extension of Completion Date

Attached is:  Service Providers Proposal;  Description of Change

Cost and Schedule Control Summary

*If this section is left blank, Change Order will not result in additional charges:*

*If this section is left blank, Change Order will not result in additional time to complete the project:*

Original Contract Amount	\$ _____
Previous COs Adds/Deducts	\$ _____
This CO Add/Deduct	\$ _____
Revised Contract Amount	\$ _____

Original Contract Duration	_____ days
Previous COs Add/Deduct	_____ days
This CO Add/Deduct	_____ days
Revised Contract Duration	_____ days
Revised Contract Completion Date	_____

The compensation (time and cost set forth in this Change Order comprises the total compensation due the Service Provider, all subcontractors, and all suppliers, for the work or change defined in this Change Order, including impact on the unchanged work. By signing the Change Order, the Service Provider acknowledges and agrees on behalf of himself, all subcontractors, and all suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment interruptions of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction of subcontractors, and all suppliers, as a result of the change. The Service Provider on behalf of himself, all subcontractors and all suppliers, agrees to waive all rights, without exception or reservation of any whatsoever to file any further claim related to the Change Order. No further claim or request for equitable adjustment of any type shall rise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract.

All terms and Conditions of the original contract apply to this Change Order and remain the same and in full force and effect.

*For Budget Purposes*

Project Manager's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Service Provider: \_\_\_\_\_ Date: \_\_\_\_\_

*Upon approval, forward this document to Procurement for Amendment of Contract.*