

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
2/7/2017

SUBJECT:	SUBMITTED BY:
Approval of contract with Stanard and Associates for fire lieutenant promotional process	James Jackson Fire Chief

SYNOPSIS

A motion is requested to approve a contract with Stanard and Associates, Inc. of Chicago, IL in an amount of \$20,250 to conduct a promotional process to create an eligibility list for the position of Fire Lieutenant.

STRATEGIC PLAN ALIGNMENT

The goals for 2015-2017 include *Exceptional Municipal Services*.

FISCAL IMPACT

The FY17 budget includes \$21,000 in the General Fund (Page 4-3, Line 17) for this contract.

RECOMMENDATION

Approval on the February 7, 2017 consent agenda.

BACKGROUND

Pursuant to state law, entry level and first level supervisor (Fire Lieutenant) eligibility lists are created and maintained by the Board of Fire and Police Commissioners. It is from these lists that personnel are selected to fill entry level or first line supervisor vacancies that occur within the Fire Department. The Board of Fire and Police Commissioners has given authorization for the Village to conduct a promotional process to create an eligibility list for the position of Fire Lieutenant. This eligibility list will replace a list set to expire on May 26, 2017.

A Request for Proposal (RFP) was distributed to solicit qualified vendors to conduct a Fire Lieutenant Promotional Process. This promotional process must be conducted in accordance with the Fire Department Promotion Act (50 ILCS 742/) as modified by the terms of Article 39 of the Agreement between the Village of Downers Grove and Downers Grove Professional Firefighters Union, Local 3234 of the International Association of Firefighters, AFL-CIO,CLC.

Two proposals were submitted in response to the RFP. Stanard and Associates, Inc. was the more qualified proposer. Stanard and Associates' proposal is for the complete development of the promotional package materials including test development, administration of the process and fees for State-certified Assessors as required by the Fire Department Promotion Act. In addition, Stanard and Associates is prepared to start the promotional process upon receipt of written notification from the Village. The new eligibility list will

remain in effect for a period of two years as dictated by the contractual agreement with the firefighters union.

ATTACHMENTS

Contract

VILLAGE OF DOWNERS GROVE COUNCIL ACTION SUMMARY

INITIATED: Fire Chief DATE: February 7, 2017
(Name)

RECOMMENDATION FROM: _____ FILE REF: _____
(Board or Department)

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

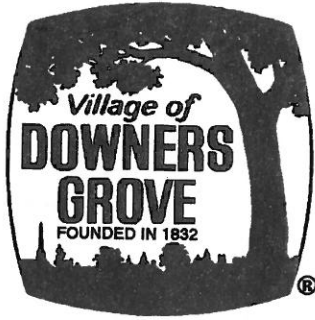
Motion to authorize execution of a contract for Fire Lieutenant Promotional Testing Services to Stanard & Associates, Inc. in the amount of \$19,250.00 plus contingency for travel expenses in the amount of \$1,000.00 for a total not-to-exceed \$20,250.00.

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SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a contract for Fire Lieutenant Promotional Testing Services to Stanard & Associates, Inc. in the amount of \$19,250.00 plus contingency for travel expenses in the amount of \$1,000.00 for a total not-to-exceed \$20,250.00.

RECORD OF ACTION TAKEN:



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: _____

Project Name: Fire Lieutenant Promotional Process
Proposal No.: RFP-0-1-20-17/TT
Proposal Due: Monday, January 23, 2017 @ 5:00 P.M.
Village Hall, 801 Burlington Avenue
Downers Grove, IL 60515
Pre-Proposal Conference: Not Required

Required of Awarded Contractor:

Certificate of Insurance: Yes

Date Issued: Monday, January 09, 2017

This document consists of 24 pages.

Return **original, five duplicate copies, and an electronic copy (.pdf)** of proposal in a **sealed envelope** marked with the Proposal Name as noted above to:

THERESA TARKA
PURCHASING ASSISTANT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, five additional copies and one in electronic format of the total proposal. Upon formal award of the proposal, this RFP document shall become the contract, the successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Proposals shall be submitted in an 8.5x11 format. They shall be succinct, and directly relevant to this project. Approximate number of pages shall be 20 (not including those within this document to be submitted). Double-sided printing is encouraged.
- 1.2 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to **Monday, January 23, 2017 @ 5:00 P.M.**
- 1.3 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.4 Proposal forms shall be sent to the Village of Downers Grove, ATTN: THERESA TARKA, in a sealed envelope marked "SEALED PROPOSAL for FIRE LIEUTENANT PROMOTIONAL PROCESS." The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.5 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.6 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to our proposers of record.
- 2.3 In case of error in the extension of prices in the proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the Village.

- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a proposal, provided that it is received prior to the time and date set for the proposal opening. Telephone, email or verbal alterations of a proposal will not be accepted.

- 3.2 A Proposal that is in the possession of the Village may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of the person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

4. RESERVED RIGHTS

- 4.1 The Village of Downers Grove reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of proposal will not be waived.

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

- 5.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

6. USE OF VILLAGE'S NAME

- 6.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

8. NONDISCRIMINATION

- 8.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

- 8.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

9. SEXUAL HARASSMENT POLICY

- 9.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. EQUAL EMPLOYMENT OPPORTUNITY

10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

- 10.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to

cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

11. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. Intentionally left blank

13. PATRIOT ACT COMPLIANCE

13.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

14. INSURANCE REQUIREMENTS

14.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:

- 14.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
- 14.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
- 14.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death

of any person other than the Proposer's employees;

- 14.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;
 - 14.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 14.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 14.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 14.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 14.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.
- 15. CAMPAIGN DISCLOSURE**
- 15.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 15.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 15.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 15.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

16. SUBLETTING OF CONTRACT

- 16.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

17. TERM OF CONTRACT

- 17.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

18. TERMINATION OF CONTRACT

- 18.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of termination. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

19. BILLING & PAYMENT PROCEDURES

- 19.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 19.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 19.3 Please send all invoices to the attention of Kerry Behr, Downers Grove Public Works, 5101 Walnut, Downers Grove, IL 60515.

20. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

20.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

21. STANDARD OF CARE

21.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.

21.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

21.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s') failure to perform its work in accordance with contract documents.

22. GOVERNING LAW

22.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

23. SUCCESSORS AND ASSIGNS

23.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

24. WAIVER OF CONTRACT BREACH

24.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

25. AMENDMENT

25.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

26. NOT TO EXCEED CONTRACT

26.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

27. SEVERABILITY OF INVALID PROVISIONS

27.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

28. NOTICE

28.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

29. COOPERATION WITH FOIA COMPLIANCE

29.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et. seq.)

III. DETAIL SPECIFICATIONS

Purpose

This Request for Proposals is being distributed to solicit qualified vendors to conduct a Fire Lieutenant Promotional Process for the Village of Downers Grove. This promotional process will be conducted in accordance with the Fire Department Promotion Act (50 ILCS 742/1 et. seq.) as modified by the terms of Article 39 of the Agreement between the Village of Downers Grove and the Downers Grove Professional Firefighters Union, Local No. 3234 of the International Association of Firefighters, AFL-CIO, CLC.

Proposals should be submitted and broken down based on the number of candidates for this process. There is presently a maximum of 28 eligible candidates but not all are expected to participate.

It is anticipated that the selected firm will be retained by the Village of Downers Grove, Illinois for one promotional testing process.

Proposal Due Date

The proposal is due by **5:00 pm CST on January 23, 2017.**

Submission of Proposal

Six (6) copies of the proposal must be submitted by the Proposal Due Date noted above to:

Village of Downers Grove, Illinois
801 Burlington
Downers Grove, IL 60515
Attention: Theresa Tarka

Proposals must be submitted in written or printed bound form, along with one electronic copy on a CD-ROM, in a sealed envelope marked "Proposal to Conduct Fire Lieutenant Promotional Process for the Village of Downers Grove, Illinois" and shall include all information required pursuant to this Request for Proposals. The envelope shall be marked with the name of the firm submitting the proposal. Neither faxed copies nor electronic submissions will be accepted.

Anticipated Timetable for Response:

Release of Request for Proposal	January 9, 2017
Proposal Due	January 23, 2017
Selection	January 30, 2017

Questions

Questions regarding this Request for Proposals should be directed, in writing, via mail, facsimile or electronic mail as follows:

Theresa Tarka
Purchasing Assistant
Village of Downers Grove, Illinois
801 Burlington
Downers Grove, IL 60515
ttarka@downers.us

Modifications to Proposals

A respondent may not modify or correct its Proposal any time after the Proposal Due Date, except in direct response to a request from the Purchasing Assistant for the Village of Downers Grove.

Expense of Preparation of Proposals

The Village of Downers Grove is not responsible for any expense incurred in preparing and submitting a Proposal or taking any action in connection with the selection process, or for the costs of any services performed in connection with submission of a Proposal.

Reservation of Rights

The Village of Downers Grove reserves the right to conduct any investigation of the qualifications of any firm that it deems appropriate, negotiate modifications to any of the items proposed in the Proposal, request additional information from any firm, reject any or all Proposals and waive any irregularities in any Proposal. The Village of Downers Grove retains the right to negotiate the Proposal submitted for this engagement.

Selection Process

Respondents are not entitled to any consideration for any work performed during the Selection Process. The Village of Downers Grove may, after receiving all responses to this Request for Proposals, choose not to select any respondent(s) for participation in either the bidding phase or the final award phase of this process.

Scope of Services

The Village of Downers Grove is seeking proposals for a qualified vendor to prepare, coordinate and administer the Fire Lieutenant Promotional Process. This process is conducted under the guidelines established in the Fire Department Promotion Act (50 ILCS 742/1 et. seq.) as modified by the terms of Article 39 of the Agreement between the Village of Downers Grove and the Downers Grove Professional Firefighters Union, Local No. 3234 of the International Association of Firefighters, AFL-CIO, CLC.

Services provided by the vendor will include:

- Development and coordination of an assessment center consisting of three job-related simulated exercises developed in coordination with officials from the Village of Downers Grove.
- Development and delivery of a candidate orientation session.
- Coordination and administration of the assessment center process for approximately 15-28 candidates.
- Development of candidate feedback reports.
- Recruitment for the number of Illinois Certified Assessors needed to conduct the assessment center in an appropriate, efficient manner.
- Determination of fees to compensate the Illinois Certified Assessors selected in the recruitment process.
- Development and administration of a written examination for Fire Lieutenant including on-site scoring and administration of an appeal/challenge process for candidate challenges.
- Development of a minimum of five (5) questions and scoring sheets for Board of Fire and Police Commissioners to use and conduct oral interviews.

Structure of Response

The Village of Downers Grove desires to consider Proposals in a consistent and easily comparable format as established in this Request for Proposals. Proposals not organized as set forth may, at the Village's discretion, be considered non-responsive.

- Each Proposal shall include a transmittal letter, signed by an authorized representative of the firm. In the transmittal letter the firm shall certify the following:

- That no elected or appointed official or employee of the Village of Downers Grove is financially interested, directly or indirectly, in the performance of the services specified in this Request for Proposals.
 - That the information included in the Proposal is true and correct to the best of its knowledge.
 - That the person signing the transmittal letter is authorized to execute the Proposal on behalf of the firm.
- Proposals should be organized in the same manner as the individual information request contained herein.
 - Exhibits containing additional information may be attached to provide a more detailed response to a question, but only if clearly identifiable as a response to a specific question.

Attachments

Attached to this Request for Proposals are copies of the Fire Department Promotion Act and Article 39 of the Agreement between the Village of Downers Grove and the Downers Grove Professional Firefighters Union, Local No. 3234 of the International Association of Firefighters, AFL-CIO, CLC.

**RFP-0-1-20-17/TT**

January 17, 2017

Theresa H. Tarka
Purchasing Assistant
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515

Dear Ms. Tarka:

Enclosed is our proposal response for the Fire Lieutenant Promotional Process for the Village of Downers Grove.

I hereby certify that no elected or appointed official or employee of the Village of Downers Grove is financially interested, directly or indirectly in the performance of the services specified in this Request for Proposals.

The information in our proposal is true and correct to the best of my knowledge.

I am authorized to execute the Proposal on behalf of Stanard & Associates.

If you have any questions or need additional information, please do not hesitate to contact me at 800.367-6919 or by e-mail at mike.anderson@stanard.com

Thank you for your consideration. We would welcome the opportunity to work with the Village of Downers Grove and the Board of Fire and Police Commissioners on this important project.

Best regards,

Michael J. Anderson
Senior Consultant
Public Safety Sales



RFP -0-1-20-17/TT

January 17, 2017

Theresa H. Tarka
Purchasing Assistant
Village of Downers Grove
801 Burlington Avenue
Downers Grove, Illinois, 60515

Dear Theresa H. Tarka:

In response to your request for proposal, below are the steps, methodology and costs for developing an Assessment Center, Candidate Orientation, Written promotional Examination, and developing five Oral Interview questions for the Fire Lieutenant Promotional Process. Per your specifications, it is our understanding that approximately 15-28 candidates will be sitting for this process. Additionally, this process should comply with the Illinois Fire Department Promotion Act and the current collective bargaining agreement.

Assessment Phase

Per the Fire Department Promotion Act, *"Total points awarded for subjective components shall be posted before the written examination is administered and before the promotion list is compiled."*

To that end, S&A will conduct the assessment phase for Lieutenant prior to administering the written exam. The assessment center development process will yield job-related assessment exercises, evaluation guidelines, and behaviorally-anchored scoring guidelines for use by assessors charged with the task of objectively evaluating candidates' performance. S&A will recruit Illinois Certified Assessors to serve as assessors. S&A will also be responsible for training the assessors. The steps required to complete this project are delineated below.

- Step 1.** An S&A representative will meet with the Subject Matter Expert panel (command staff members from the Fire Department) to develop the assessment exercises. In conjunction with the SME panel, S&A will develop three job related simulated exercises. With the assistance of the SME panel, complete scenarios with background information will be developed. A typical scenario involves background information on a given situation and requires the candidate to provide responses with the appropriate action(s) to take. S&A will ensure that assessment exercises assess performance dimensions that are job-related and important to the rank being assessed (Lieutenant).
- Step 2.** Once the assessment exercises have been developed, S&A would work with the SME panel to generate a list of ideal behaviors/responses indicative of the Knowledge, Skills, and Abilities (KSA's) elicited by each exercise. These behaviors will be compiled for each dimension in each exercise. They will be used to create behavioral checklists for each exercise, which will help the certified assessors when they rate the candidates. S&A will develop a first draft and will work with the SMEs to refine the list. Once the checklists have been created, a behaviorally-anchored rating scale will be developed for each KSA measured by the assessment phase. These rating scales will help assessors make their final ratings on each dimension and will help ensure their ratings are objective.

- Step 3.** The number of assessors required depends on the final number of candidates and exercises. Based on 15-28 candidates, we anticipate using at least three assessors for the Assessment Phase. The assessors will be state certified assessors. Once the assessor list has been finalized by S&A and the Commission, we will conduct a thorough training session. The training will include (but not be limited to) the following components: 1) Assessment philosophy and nature; 2) Orientation and background on the Downers Grove F.D.; 3) Discussion and training on the assessment dimensions; 4) Discussion and training on all assessment exercises; 5) Training on rating criteria for each exercise; 6) General training on rater observation; and 7) How to conduct summary and consensus meetings.
- Step 4.** One S&A staff consultant will be present for administration of the Lieutenant Assessment phase process. We will recruit at least three state certified assessors to ensure that the process is completed in a timely manner (typically 7-9 candidates can be assessed in one day using one panel of 3 assessors). Using a second panel is an option and that would increase assessor fees, but may reduce on site S&A fees as the process could be completed in a shorter time frame. Although it would ultimately be the Village's responsibility, S&A would work with the Village to secure the appropriate space, equipment, materials, etc., for the assessment exercises.
- Step 5.** Assessors will rate each candidate immediately following each exercise. After they have rated the candidate, the assessors will have a brief consensus discussion to determine the extent of rating agreement, clarify any aspect of a candidate's performance where there is disagreement and align ratings so they are not significantly divergent (e.g., no more than 3 points apart on a 10 point rating scale).
- Step 6.** Assessment exercise ratings will be collected, entered, checked and scored by S&A. The results will be presented in the format desired by the Commission.

Candidate Orientation

An S&A consultant will develop and deliver a candidate orientation session prior to the administration of the Assessment Center.

Written Examination

Our methodology is based upon the requirements set forth in the "Fire Department Promotion Act" of 2003. As you will see, we have provided excerpts from the act and then our response.

Fire Department Promotion Act:

The written Examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department.

Project Steps:

Downers Grove will provide Stanard & Associates, Inc. (S&A) with current job descriptions for the rank of Fire Lieutenant.

S&A will conduct a meeting at the Downers Grove F.D. with Subject Matter Experts to determine the source materials and areas of measurement for each examination. During this meeting the group will review the Downers Grove F.D. policy and procedure manual, and other source materials essential to the rank (IFSTA manuals, fire codes, NFPA standards, EMS materials, etc.).

Fire Department Promotion Act:

The written examination shall be based only on the contents of written materials that the appointing authority has identified and made readily available to potential examinees at least 90 days before the examination is administered.

Each department shall maintain reading and study materials for its current written examination and the reading list for the last 2 written examinations for each rank and shall make those materials available and accessible at each duty station.

Project Steps:

Based on a review of the job descriptions and the input of Subject Matter Experts from within the department; S&A will prepare a Candidate Study Guide which includes a reading list outlining the areas of measurement on the examination. A tentative date will then be set to release the study guide.

Per the Fire Department Promotion Act, the test date will need to be set 90 days from the time candidates receive the study guide. Furthermore, the Downers Grove F.D. will be responsible for providing a set of source materials at the duty station and allowing all candidates equal access to these books.

Fire Department Promotion Act:

...No person in the department or the appointing authority (including the Chief, Civil Service Commissioners, Board of Fire and Police Commissioners, Board of Fire Commissioners, or Fire Protection Department Trustees and other appointed or elected officials) may see or examine the specific questions or the actual written examination before the examination is administered.

Project Steps:

S&A I/O psychologists and item writers will write a 100 question written examination (multiple-choice and true/false questions) for the rank of Lieutenant. All test materials and test questions will be kept in a locked and secure area. S&A will ensure that the test materials are not compromised and that no unauthorized personnel are allowed access to the test prior to its administration.

Fire Department Promotion Act:

All aspects of the promotion process, including without limitation the administration, scoring, and posting of scores for the written examination and subjective evaluation and the determination and posting of seniority and ascertained merit scores, shall be subject to the monitoring and review in accordance with this section and section 30 and 50.

Two impartial persons who are not members of the affected department shall be selected to act as observers as follows: by the exclusive bargaining agent or if there no exclusive bargaining agent then by a majority of the candidates participating in the promotional process. The corporate authorities may also select 2 additional impartial observers.

The observers monitoring the promotional process are authorized to be present and observe when any component of the test is administered or scored. Observers may not interfere with the promotion process, but shall promptly report any observed or suspected violation of the requirements of this Act or an applicable collective bargaining agreement to the appointing authority and all other affected parties.

Project Steps:

S&A will provide one consultant to administer the written examination at a date, time, and location to be determined by the Commission. S&A will ensure that all test materials and administration instructions are standardized and fair for all candidates.

It is the responsibility of the union or the promotional candidates to designate two impartial persons to monitor the administration phase. Additionally, the Department may elect to have 2 independent observers as well.

Fire Department Promotion Act:

If the tests are graded off site by a bona fide testing agency, the observers shall witness the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon return from the testing agency. Every examinee shall have the right (i) to obtain his or her score on the day of the examination or upon the day of its return by the testing agency (or the appointing agency shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination), and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purposes of gathering feedback on the examination from the candidates.

Project steps:

As candidates complete the written exam, they will be provided with a copy of their answer sheet for their personal records (we will need access to a copier while on site in Downers Grove). Once all candidates have completed the written exam and have turned in their test materials, each candidate may pick up a copy of the

answer key, which will enable them to score their respective exams to obtain a preliminary score on the day of the exam (scores are preliminary at that point, since candidate challenges have not yet been responded to; see next Step). This Step will be performed in this manner if it is determined to be acceptable by the Commission.

In the presence of the test monitors, the S&A test administrator will collect all testing materials and seal them in a box for scoring at our Chicago office. While in our possession, S&A will ensure the security of the completed exams.

To allow candidates the opportunity to provide feedback on the examination, S&A will include an "Examinee Comment Sheet" at the back of each test booklet. Candidates will be encouraged to write any questions or concerns regarding a particular question on this sheet. S&A will review all candidate challenges and respond in writing as to the merit of each challenge. S&A may contact subject matter experts from within the agency (individuals at the rank of Lieutenant or higher) to determine the validity of challenges that pertain to department specific materials. If the challenge is upheld, S&A will give all candidates credit for that question. If it is not upheld, S&A will provide in writing our rationale for why credit is not being given for that particular question.

S&A can also include a candidate information sheet with each test booklet. Candidates would be instructed to fill out their address information in a clear and legible manner, S&A would use the information provided to mail out individual score reports. Concurrently, S&A will provide a final list of results to the Commission.

Fire Department Promotion Act:

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a score of 100 points.

"Preliminary promotion list" means that the rank order of eligible candidates established in accordance with subsection (b) of Section 20 prior to applicable veteran's preference points. The appointing authority shall make adjustments to the preliminary promotion list based on any veteran's preference claimed and then the final adjusted promotion list shall then be posted by the appointing authority.

"Final adjusted promotion list" means the promotion list for the position that is in effect on the date that the position is created or the vacancy occurs.

If the appointing authority establishes a minimum passing score, such score shall be announced prior to the date of the promotion process and it must be an aggregate of all components of the testing process. All candidates shall be allowed to participate in all components of the testing process irrespective of their score on any one component.

Project Steps:

S&A will provide the written exam scores based on a 100-point scale. As per the Fire Department Promotion Act, we will give the Village a rank order list from top to bottom. Based on the descriptions above, there will be no minimum passing score on the written examination. However, the Village may weigh the written exam as one part of the promotional process, in compliance with the collective bargaining agreement.

Development of Five Oral Interview Questions and scoring/rating sheets for Fire & Police Commission

1. S&A proposes to meet with the Board of Fire & Police Commissioners and Fire Command Staff to develop five oral interview questions, review evaluation criteria, and make any necessary revisions.
2. After selecting the questions, S&A will create all of the materials necessary to administer the oral board (e.g., administration guide and rating forms).
3. An S&A industrial/organizational psychologist will meet with the Commissioners and train them on the process. The Commissioners will then be able to use the questions and conduct the interviews and rate the candidates.

Assessment Fees

This fee proposal is broken down by project steps as outlined in our methodology. This price quote is based on the assumption that there will be approximately 15-28 Lieutenant Candidate's sitting for the assessment phase of this process.

Assessment Center Fees

Project Step	Description	Total
1.	Meet with SME Panel to review job of Lieutenant, select dimensions (areas) of measurement and develop three job related simulated exercises. Fee assumes one meeting.	\$3,000.00
2.	Meet with SME Panel to Develop Evaluation Guidelines/Scoring Criteria and Rating Scales. S&A will conduct a meeting with the SME panel to review drafts of the exercises and refine exercise content as needed, to ensure that the exercise content and evaluation criteria are consistent with Department policies and established procedures and expectations of the rank of Lieutenant.	\$750.00
3.	Train Assessors, Prepare Candidate Materials	\$750.00
4.	Administer Assessment Center (1 S&A consultant @ \$1,000.00 per day) for administration. Estimate two days for fifteen candidates, four days on site for 28 candidates	\$4,000.00
5.	Reporting of Assessment Center Results	\$500.00
6.	Orientation Prepare and deliver one candidate Orientation Session covering the Assessment Center and Written Test	\$750.00
Total	Does not include expenses, mileage, tolls, parking, etc.	\$9,750.00*

Estimated Certified Assessor Fees**\$4,800.00***

*Certified Assessor fees are not included. Certified assessor fees are \$400.00 per day per assessor plus mileage, meals and other travel related expenses. This is a pass through expense paid by S&A directly to each assessor for their work on the project. To ensure that we complete this process in a timely manner a minimum of three assessors will be needed for this project.

For the assessment phase, the assessor fees are estimated at \$4,800.00 (1/2 day for assessor training and 3 ½ days administration of assessment exercises to candidates), plus travel related expenses. This is based on three assessors for 28 candidates. Fewer candidates could have less assessor time on site. Downers Grove would be invoiced for actual time assessors spend on site for training and Assessment Center administration determined by the final number of candidates that participate in the Assessment Center.

Written Exam Fees

Project Step	Description	Total
1.	Review existing job descriptions for the rank of Lieutenant	No Charge
2.	Conduct SME meeting to determine source materials, fee reduced, assumes one meeting in conjunction with SME assessment meeting.	\$350.00
3.	Prepare Candidate Study Guides/Reading List	\$350.00
4.	Write 100 test questions (\$45.00 each)	\$4,500.00
5.	Administer Written Examination (1 S&A consultant for 1 test session)	\$500.00
6.	Respond to candidate challenges	\$175.00 per hour
7.	Score Examinations and provide results to the Commission	\$500.00
Total	Does not include expenses; mileage, tolls, parking, etc.	\$6,200.00*

Oral Board Question Development Fees**\$3,000.00***

*Plus any travel related expenses for S&A Consultant, mileage, etc.

Total Proposal Cost Estimates:

Assessment Center & Orientation Fees	\$9,750.00
Assessor Fees	\$4,800.00
Written Exam Fees	\$6,200.00
Oral Question Development Fees	\$3,000.00
Total	\$23,750.00*

*The estimated cost for this project is \$23,750.00 which includes assessor fees, but does not include time responding to candidate challenges, and any travel-related expenses.

General terms:

If needed, any additional administrative time and/or consulting (responding to candidate grievances, litigation support, expert witness testimony, depositions, statistical analyses, attend special meetings, responding to agency or candidate queries after project deliverables have been provided, etc.) will be billed at our current hourly rates which are \$175.00 per hour for Bachelor's and Master-level staff and \$250.00 per hour for Ph.D. - level staff. Requests for copies, scanning, assembly, etc. of paperwork are billed at an administration rate of \$30.00 per hour.

Any shipping and handling, printing, and travel related expenses will be kept to a minimum costs and billed as incurred.

Downers Grove will be responsible for securing a location for the test administrations.

A contact person for this project will be designated by Downers Grove and will be responsible for coordinating activities, such as providing S&A with requested information and scheduling meetings. We anticipate this contact person could be the Fire Chief or his designee.

While S&A strives to become familiar with each client's local circumstances, its consultants are not attorneys, and we rely on contact personnel or client's legal counsel to ensure processes and procedures adhere to local rules (e.g. Fire and Police Commission rules, bargaining agreements, etc.)

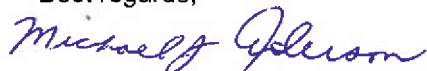
Work performed or meetings scheduled on weekends requiring S&A's attendance will be billed at 1.5 times any quoted project rate. This will not pertain to the written test administration if administered on a weekend; the fee quoted above would apply.

S&A invoices for one-half payment up front and the other half upon completion.

Thank you for the opportunity to provide you with this response to RFP-0-1-20-17/TT and we welcome the opportunity to work with the Village of Downers Grove on this promotional project and look forward to discussing this proposal further, if requested,

If you have any questions or need any additional information, please do not hesitate to contact me at 312-553-0213 or via e-mail at: mike.anderson@stanard.com

Best regards,



Michael J. Anderson
Senior Consultant
Public Safety Sales

IV. PROPOSER'S RESPONSE TO RFP (Professional Services)

(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the contract with the Village.)

V. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

STANARD + ASSOCIATES, INC
Company Name

Date: 01-17-17

309 W. WASHINGTON SUITE 1000
Street Address of Company

MIKE.ANDERSON@STANARD.COM
Email Address


CHICAGO, IL 60606
City, State, Zip

MICHAEL J. ANDERSON
Contact Name (Print)

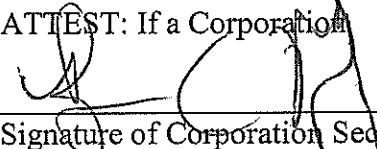
312 553-0213
Business Phone

800-367-6919
24-Hour Telephone

312-553-0218
Fax


Signature of Officer, Partner or Sole Proprietor

Steve Allscheid President
Print Name & Title

ATTEST: If a Corporation

Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: STANARD & ASSOCIATES, INC.

ADDRESS: 309 W. WASHINGTON SUITE 1000

CITY: CHICAGO

STATE: ILLINOIS

ZIP: 60606

PHONE: 312-553-0213 FAX: 312-553-0218

TAX ID #(TIN): 36-2970528

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

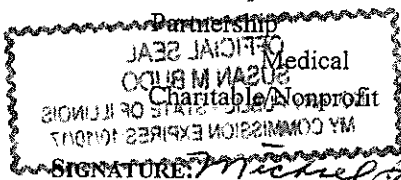
ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- Sole Proprietor
- Partnership
- Medical
- Charitable/Nonprofit
- Limited Liability Company - Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation
- Corporation
- Government Agency



SIGNATURE: Michelle Johnson DATE: 01-17-17

PROPOSER'S CERTIFICATION

With regard to FIRE LIEUTENANT, proposer STANARD ASSOCIATES hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: Michael J. Anderson
Proposer's Authorized Agent

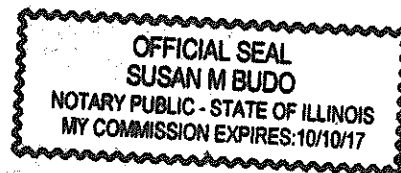
36 - 2970528

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 12 day of January, 2017.

Susan M Budo
Notary Public)



(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of ILLINOIS, which operates under the Legal name of STANARO & ASSOCIATES, INC., and the full names of its Officers are as follows:

President: STEVEN ALLSCHEID

Secretary: BRIAN KITZMAN

Treasurer: BRIAN KITZMAN

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name TRAVELERS INSURANCE

Agent THE DANIEL AND HENRY COMPANY

Street Address 150 S. WACKER DRIVE, SUITE 1625

City, State, Zip Code CHICAGO ILLINOIS

Telephone Number 312 - 629 - 0715

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: STANARD + ASSOCIATES, INC.

Print Name and Title of Authorizing Signature: MICHAEL J. ANDERSON
SENIOR CONSULTANT

Signature: Michael J. Anderson

Date: 01-17-17

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this certification.

Company Name: STANARD & ASSOCIATES, INC.

Address: 309 W. WASHINGTON SUITE 1000

City: CHICAGO Zip Code: 60606

Telephone: (312) 553-0213 Fax Number: (312) 553-0218

E-mail Address: MIKE.ANDERSON@STANARD.COM

Authorized Company Signature: Michael J. Anderson

Print Signature Name: MICHAEL J. ANDERSON Title of Official: SENIOR CONSULTANT

Date: 01-17-17

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

Michael J. Anderson
Signature

MICHAEL J. ANDERSON
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name



January 31, 2017

Deputy Chief Jeff Pindelski
Downers Grove Fire Department
6701 Main Street
Downers Grove, IL 60515
Sent via email: jpindelski@downers.us

Dear Deputy Chief Pindelski:

As per our discussion, the following outlines the addendum to the pricing originally quoted in the Fire Lieutenant Promotional Process for the Village of Downers Grove. The methodology should remain the same for all components as originally stated in the rfp response.

In our original proposal, we provided methodology and pricing for the Assessment Center component for the promotional process. Below is the amended pricing based on fifteen candidates that will participate in the Assessment Center.

Assessment Fees

This fee proposal is broken down by project steps as outlined in our methodology. This revised price quote is based on the assumption that there will be 15 Lieutenant Candidate's sitting for the assessment phase of this process.

Assessment Center Fees

Project Step	Description	Total
1.	Meet with SME Panel to review job of Lieutenant, select dimensions (areas) of measurement and develop three job related simulated exercises. Fee assumes one meeting.	\$3,000.00
2.	Meet with SME Panel to Develop Evaluation Guidelines/Scoring Criteria and Rating Scales. S&A will conduct a meeting with the SME panel to review drafts of the exercises and refine exercise content as needed, to ensure that the exercise content and evaluation criteria are consistent with Department policies and established procedures and expectations of the rank of Lieutenant.	\$750.00
3.	Train Assessors, Prepare Candidate Materials	\$750.00
4.	Administer Assessment Center (1 S&A consultant @ \$1,000.00 per day) for administration. Estimate two days for fifteen candidates,	\$2,000.00*
5.	Reporting of Assessment Center Results	\$500.00
6.	Orientation Prepare and deliver one candidate Orientation Session covering the Assessment Center and Written Test	\$750.00
Total	Does not include expenses, mileage, tolls, parking, etc.	\$7,750.00*

*The above depicts a cost savings of \$2,000.00 from Stanard's original Assessment Center proposal.

Estimated Certified Assessor Fees**\$3,000.00***

*Certified Assessor fees are not included. Certified assessor fees are \$400.00 per day per assessor plus mileage, meals and other travel related expenses. This is a pass through expense paid by S&A directly to each assessor for their work on the project. To ensure that we complete this process in a timely manner a minimum of three assessors will be needed for this project.

For the assessment phase, the assessor fees are estimated at \$3,000.00 (1/2 day for assessor training and 2 days administration of assessment exercises to candidates), plus travel related expenses. This is based on three assessors for 15 candidates. Fewer candidates could have less assessor time on site. Downers Grove would be invoiced for actual time assessors spend on site for training and Assessment Center administration determined by the final number of candidates that participate in the Assessment Center.

The assessor fees have been decreased for their time on site, at a cost savings of \$1,800.00 from the original rfp proposal. Total cost savings on the Assessment Center is \$3,800.00 from the original proposal.

Written Exam

In our original proposal, we provided the methodology and pricing for the Written Exam component for the promotional process. Below is the amended pricing based on fifteen candidates that will participate in the Written Exam.

Written Exam Fees

Project Step	Description	Total
1.	Review existing job descriptions for the rank of Lieutenant	No Charge
2.	Conduct SME meeting to determine source materials, fee reduced, assumes one meeting in conjunction with SME assessment meeting. No meeting needed. Sources already chosen and provided to candidates. No charge.	
3.	Prepare Candidate Study Guides/Reading List. No reading list needed, already provided to Candidates by Downers Grove. No charge.	
4.	Write 100 test questions (\$45.00 each)	\$4,500.00
5.	Administer Written Examination (1 S&A consultant for 1 test session)	\$500.00
6.	Respond to candidate challenges	\$175.00 per hour
7.	Score Examinations and provide results to the Commission	\$500.00
Total	Does not include expenses; mileage, tolls, parking, etc.	\$5,500.00*

***The above depicts a cost savings of \$700.00 in the written exam fees from Stanard's original proposal.**

Total Proposal Revised Cost Estimates:

Assessment Center & Orientation Fees	\$7,750.00
Assessor Fees	\$3,000.00
Written Exam Fees	\$5,500.00
Oral Question Development Fees	\$3,000.00
Total	\$19,250.00*

***The revised estimated cost for this project is \$19,250.00 which includes assessor fees, but does not include time responding to candidate challenges, and any travel-related expenses. This revised addendum shows a cost savings of \$4,500.00 from our original proposal.**

General terms:

If needed, any additional administrative time and/or consulting (responding to candidate grievances, litigation support, expert witness testimony, depositions, statistical analyses, attend special meetings, responding to agency or candidate queries after project deliverables have been provided, etc.) will be billed at our current hourly rates which are \$175.00 per hour for Bachelor's and Master-level staff and \$250.00 per hour for Ph.D. - level staff. Requests for copies, scanning, assembly, etc. of paperwork are billed at an administration rate of \$30.00 per hour.

Any shipping and handling, printing, and travel related expenses will be kept to a minimum costs and billed as incurred.

Downers Grove will be responsible for securing a location for the test administrations.

A contact person for this project will be designated by Downers Grove and will be responsible for coordinating activities, such as providing S&A with requested information and scheduling meetings. We anticipate this contact person could be the Fire Chief or his designee.

While S&A strives to become familiar with each client's local circumstances, its consultants are not attorneys, and we rely on contact personnel or client's legal counsel to ensure processes and procedures adhere to local rules (e.g. Fire and Police Commission rules, bargaining agreements, etc.)

Work performed or meetings scheduled on weekends requiring S&A's attendance will be billed at 1.5 times any quoted project rate. This will not pertain to the written test administration if administered on a weekend; the fee quoted above would apply.

S&A invoices for one-half payment up front and the other half upon completion.

Thank you for the opportunity to provide you with this amended response to RFP-0-1-20-17/TT and we welcome the opportunity to work with the Village of Downers Grove on this promotional project and look forward to discussing this proposal further, if requested.

If you have any questions or need any additional information, please do not hesitate to contact me at 312-553-0213 or via e-mail at: mike.anderson@stanard.com

Best regards,



Michael J. Anderson
Senior Consultant
Public Safety Sales