

Agenda Item # 19

Distribution  
County Board  
County Administrator  
Central Services (2)  
Facilities Operations  
Division of Transportation  
Public Works  
Health Department  
Radio Department  
OMB  
Information and Technology  
Winchester House

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF LAKE )

COUNTY BOARD, LAKE COUNTY, ILLINOIS  
ADJOURNED REGULAR SEPTEMBER A.D., 2004 SESSION  
APRIL 12, A.D., 2005

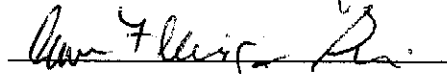
CHAIR AND MEMBERS OF THE COUNTY BOARD;

Your Financial and Administrative Committee present herewith a Resolution authorizing the Director of Central Services to award a contract to Facility Engineering Associates, P.C., in an estimated amount of \$94,280 for professional consulting services to assist in selection of software and implementation services for a Work Order and Asset Management system for various Lake County departments, charging the costs thereof to account # 101-1102040-71150-000-000-000000; and requests its adoption.

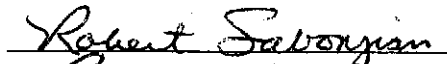
Respectfully Submitted,

  
CHAIR

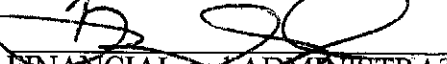
  
VICE-CHAIRMAN











FINANCIAL and ADMINISTRATIVE  
COMMITTEE

## RESOLUTION

WHEREAS, in accordance with Section 5-102 of the Lake County Purchasing Ordinance, Request for Proposal #25013 were called for by publication for professional consulting services to assist in selection of software and implementation services for a Work Order and Asset Management system for various Lake County departments; and

WHEREAS, sealed proposals were received and opened from eight (8) vendors and opened in the County Building, Waukegan, Illinois, on Thursday, February 17, 2005, at 2:00 p.m.; and

WHEREAS, the selection review Committee held interviews with the top three (3) ranked firms; and

WHEREAS, in accordance with the Evaluation Criteria as established in the Request for Proposal and the interview, the Selection Review Committee has determined that the proposal submitted by Facility Engineering Associates, P.C., Fairfax, VA, is the most favorable proposal for Lake County;

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Director of Central Services is hereby directed to enter into a contract with Facility Engineering Associates, P.C., Fairfax, Virginia, in the estimated amount of \$94,280.00 for professional services to assist in selection of software and implementation services for a Work Order and Asset Management System for various Lake County departments, charging the costs thereof to account # 101-1102040-71150-000-000-000000; and request its adoption

DATED, at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 12th day of April, A.D., 2005.

**AGREEMENT #25013 FOR WORK ORDER/ASSET MANAGEMENT SYSTEM  
CONSULTING SERVICES**

This Agreement is entered into by and between Lake County (hereafter the "County") and Facility Engineering Associates, P.C., 11001 Lee Highway, Ste D, Fairfax, VA 22030 (hereafter the "Contractor").

**RECITALS**

WHEREAS, the COUNTY is seeking a contractor to assist in the selection of software and implementation services for a Work Order and Asset Management system for various Lake County departments; and

WHEREAS, the CENTRAL SERVICES DEPARTMENT OF LAKE COUNTY issued Request for Proposal Number 25013 in connection with this procurement; and

WHEREAS, the selection committee has determined that the Proposal submitted by the Contractor on February 15, 2005 best serves the interests of the County; and

WHEREAS, the Contractor has the experience and capabilities to provide these services and has agreed to perform this agreement; and

WHEREAS, the Lake County Board passed a resolution at its regular meeting on April 12, 2005, authorizing the Director of Central Services to execute this Agreement;

**NOW, THEREFORE, the COUNTY and the CONTRACTOR agree as follows:**

**SECTION 1. AGREEMENT DOCUMENTS**

The Agreement Documents that constitute the entire agreement between the County and the Contractor are:

- A. This Agreement
- B. Request for Proposals (RFP) Number 25013 and Addenda 1, dated February 9, 2005
- C. Contractor Response to Request for Proposals Number 25013 dated February 15, 2005

In the event of conflict between or among the above Documents, the Documents listed above are in order of precedence.

**SECTION 2. SCOPE OF WORK**

Contractor shall identify needs, develop a Request For Proposals, and assist in selection of software and implementation services for a Work Order/Asset Management and Asset Management system for various Lake County departments, including, but not limited to the following tasks:

- Develop a Project Plan
- Perform an analysis via interviews and data collection to review procedures and needs in the departments of Public Works and Central Services Facility Operations and meet with Winchester House, Information Technology, Radio, Division of Transportation, and the Health Department who may have interest in utilizing the system in the future
- Map work processes
- Assess organization and technology needs
- Provide a final scope of work, estimate of expected cost and progress schedule for the proposed Work Order/Asset Management System
- Develop specifications and Request For Proposals, including defining the functional requirements

- Manage the software demonstrations and analysis of proposals
- Identify the issues, opportunities, advantages, disadvantages and cost/benefits of various software solutions, including analysis of a stand-alone system versus one that integrates with Oracle
- Negotiate and Develop the Software System Statement of Work and Contract
- Assume responsibility for the successful completion of the project, including project management and administrative duties

The Contractor shall meet with staff at each department to review department processes and needs.

### **SECTION 3. DURATION**

The Contractor shall meet with departments to assess needs and develop the RFP for the System Software within ninety (90) days from execution of this Agreement. This Agreement shall be in force through the duration of the software system implementation.

### **SECTION 4. AGREEMENT PRICE**

The County will pay to the Contractor an amount of \$94,280.00.

### **SECTION 5. PURCHASE ORDER, INVOICES & PAYMENT**

The County will issue a Purchase Order for this work. The Contractor shall submit invoice(s) detailing the services provided based upon receipt and acceptance of project deliverables. Identify the Purchase Order number on all invoices. The Contractor shall be eligible for progress payments as follows: \$9,428 upon completion of Project Plan; \$18,856 upon business needs assessment including functional requirements of the system; \$28,284 upon completion of RFP Documents; \$14,142 upon execution of System contract; 23,570 upon completion of system implementation contract. The Contractor may submit invoices for work performed on a monthly basis up to the level of each deliverable less a 10% holdback until each deliverable is completed and accepted by the County. The Contractor shall submit invoices detailing the services performed in accordance with the payment provisions of this Agreement. Payments shall be made in accordance with the Local Government Prompt Payment Act.

### **SECTION 6. HOLD HARMLESS CLAUSE**

The Contractor agrees to indemnify, save harmless and defend Lake County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract caused directly by the negligence or willful or wanton conduct of the Contractor. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the negligence or willful or wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereunder.

### **SECTION 7. JURISDICTION, VENUE, CHOICE OF LAW**

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19<sup>th</sup> Judicial Circuit Court, State of Illinois.

### **SECTION 8. INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor, not an employee or agent of Lake County and the County has no right to control or direct contractor's manner, detail, or means by which Contractor accomplishes tasks under this Agreement.

**SECTION 9. TERMINATION**

The County reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the County for work completed to the date of termination in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

**SECTION 10. ASSIGNMENT**

Neither the Contractor nor the County shall assign any duties of performance under this AGREEMENT without the express prior written consent of the other.

**SECTION 11. DISPUTE RESOLUTION**

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

**SECTION 12. NO IMPLIED WAIVERS**

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

**SECTION 13. PERSONNEL**

The Contractor shall provide the County with advance information of all employees assigned to work under this contract who will have access to secure areas. This information shall include name, birth date, their responsibility, the locations(s) where they will work, etc. The County shall be notified prior to any changes of personnel as all employees who will have access to secure areas must be screened by the County before they can work on County premises.

**SECTION 14. DELIVERABLES**

1. Provide the Project Plan for review and input of County staff
2. Provide nine (9) printed copies and one electronic copy in Word of the assessment of organization and technology needs, including the map of work processes for each department
3. Provide a final scope of work, estimate of expected cost and progress schedule for the proposed Work Order/Asset Management Software System
4. Provide the Request for Proposals, including defining the functional requirements
5. Manage the software demonstrations and review of vendors and proposals
6. Develop the Statement of Work and software system contract
7. Manage and supervise the implementation of the software system

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

LAKE COUNTY:

Facility Engineering Associates, P.C.

\_\_\_\_\_  
Joni F. Young  
Director

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE