

REQUEST FOR PROPOSALS (“RFP”)

for

UPDATING THE PARKS

AND RECREATION MASTER PLAN

RFP #:09-055

RFP distributed by:

City of Elgin Purchasing Department

All proposals shall be addressed to:

Daina DeNye, Asst. Purchasing Director
150 Dexter Court
Elgin, IL 60120
(847) 931-5605

Issued: September 4, 2009; Randy Reopelle Director of Parks and Recreation

SECTION 1.0 – INTRODUCTION

1.1 Purpose of Request

The City of Elgin, Illinois invites proposals from qualified consultants to work with residents, City staff, the Parks and Recreation Advisory Committee, and the City Council to complete an update of the Parks and Recreation Master Plan.

Qualified consultants shall have a minimum of ten years experience working on parks and recreation master plans of a similar nature and scope, for communities of similar size and scope of services.

1.2 Project Background

The Parks and Recreation Master Plan was last updated in 2000. Since that time the City has experienced significant growth, with a current population of 106,000. The City of Elgin's Parks and Recreation system is comprised of 67 parks totaling 1,678 acres. It includes three regional parks – Lords, Wing, and the undeveloped far west Elgin Regional Park. Specialized parks include the Sports Complex and Hawthorne Hill Nature Preserve. The park system includes three golf courses: Wing Park Golf Course, the Highlands of Elgin Golf Course, and Bowes Creek Country Club. Recreational facilities include two outdoor aquatic centers (one at Wing Park and one at Lords Park), The Centre of Elgin, the Eastside Recreation Center, the Lord's Park Pavilion, and the Hemmens Cultural Center.

Despite the downturn in the economy, the City of Elgin continues to grow. There are numerous new residential developments under construction. These new developments will bring many additional parks into the City's park system. There is still a vast amount of undeveloped land between Randall Road and Route 47 and it is anticipated that this area will provide the potential for many additional parks and recreation related facilities.

1.3 Project Objective

- A. Create a current planning document that can assist in making short-term, mid-term, and long-term decisions related to park and recreation facility development and land acquisition.
- B. Create a current planning document that can be used as a support document when applying for local, state, and federal grants.
- C. Establish priorities and recommendations for existing and future park and facility developments for the next five years.
- D. Identify the potential costs related to park and recreation facility development and land acquisitions.
- E. Identify potential resources and create a funding plan to finance the costs related to park and recreation facility development and land acquisitions for the next five years.

1.4 Professional Services Required

All planning services necessary to update the City of Elgin's Parks and Recreation Master Plan. The selected consultants must provide all services necessary to meet the scope of work described in Section 2.0, Scope of Services.

1.5 City Contacts

Randy Reopelle – Parks and Recreation Director

City of Elgin Parks and Recreation Department,
100 Symphony Way
Elgin, Illinois 60120
(847) 931-6127

1.6 Receipt of Proposal Deadline

Eight (8) bound copies and one (1) digital copy in PDF format on compact disc of **Request for Proposal #09-055 Response** must be submitted no later than **11:00 a.m., October 5, 2009**, addressed to:

Daina DeNye – Asst. Purchasing Director

City of Elgin Purchasing Department
150 Dexter Court Elgin, Illinois 60120-5555
(847) 931-5605

1.7 Proposal Submittal and Contract Award Schedule

September 4, 2009 Issue Request for Proposal

October 5, 2009 Proposal Response Deadline

October 30, 2009 Firm Selected

November 11, 2009 Committee of the Whole Meeting

November 25, 2009 Contract Award

The above schedule is a projected guide only and subject to amendment by City staff as conditions demand.

SECTION 2.0 - PROPOSED SCOPE OF WORK

2.1 Scope of the Project

- A. The selected firm will coordinate a comprehensive planning process that will engage residents, the Park and Recreation Advisory Board, City staff, and the City Council.
- B. The selected firm will integrate the public's input to insure the plan is representative of the community's needs by conducting two public input meetings and 3 focus group meetings.
- C. The selected firm will participate in four working meetings with the Master Plan Steering Committee, one working and one presenting meeting with the Parks and Recreation Advisory Board, and a final presentation meeting to the City Council at a regularly scheduled Council meeting.
- D. The selected firm will provide a time line for the project and work to keep the project on said time line.
- E. The selected firm will perform a demographic trend analysis for the City of Elgin based on census information and other supplemental population projections. Said firm will provide a projection of five year population growth and changes in demographics.
- F. The selected firm will facilitate the creation of park standards and levels of service to include park land (acres per 1,000), park elements (number of tennis courts, soccer fields, shelters, etc.), and recreation facilities (pools, recreation centers, golf courses, etc.).
- G. The selected firm will identify current parks and facilities that need renovations or improvements.
- H. The selected firm will identify potential opportunities for future land acquisitions, including parcels with unique natural resources.
- I. The selected firm will identify potential opportunities for future facility developments.
- J. The selected firm will identify the park and recreational needs of the community, utilizing existing City documents, public meetings, and focus group meetings.
- K. The selected firm will compare the community's needs with the available inventory and identify future parks and facilities needed to fill the gaps.
- L. The selected firm will analyze each park for opportunities to meet the system-wide needs.
- M. The selected firm will work with the Master Plan Steering Committee to prioritize the projects and acquisitions identified through the master planning process and create an implementation time line for said projects.
- N. The selected firm will create a capital plan in which project costs are estimated and funding sources are identified.
- O. The selected firm will communicate with the Director of Parks and Recreation on a regular basis as to the progress of the project.

2.2 Available Related Planning Documents

- A. Parks and Recreation 2000 Master Plan
- B. The City of Elgin's 2005 Comprehensive Land Plan
- C. The City of Elgin's 2008 Bikeway Plan
- D. Parks and Recreation Resident Survey – 2008
- E. Parks and Recreation Resident Survey – 2005
- F. Parks and Recreation Park by Park inventory – 2009
- G. Park and Facility Assessments – 2009
- H. GIS Park Service Area Maps - 2009

2.3 Project Deliverables

- A. A copy of the complete text and maps in electronic format compatible with the City's software system.
- B. A set of associated color maps and photographs in full-size format and mounted on boards.
- C. Twenty copies of full draft reports for review by City officials.
- D. Forty copies of the final reports, including all maps and exhibits with an executive summary of the recommendations.

SECTION 3.0 - REQUIRED PROPOSAL CONTENT

3.1 General

- 1) All questions regarding the proposal, or its submittal, should be directed to the City Contact listed in Section 1.5.
- 2) Eight (8) bound copies and one (1) digital copy in PDF format on compact disc are required.

3.2 Part A - Narrative

The statement of proposal shall include the following information:

- 1) Detailed Scope of Services.** Although the City has attempted to identify the services required in Section 2 this should not constrain the Firm from the development of a scope necessary to meet the City's objectives. The City's expectation is that qualified responding consultants shall prepare a detailed Scope of Services as part of the required statement content.
- 2) Firm Information**
 - a. Professional history of the firm and other team members and principals including their association with other firms.
 - b. List of your firm's current workload including the scope, size, dollar volume, and schedule of work currently on hand.
 - c. List of any projects awarded to you that you failed to complete and explain when,

where, and why.

- d. Include a corporate brochure, portfolio examples, photographs, or other materials to supplement your firm's written qualifications.

3) Firm Qualifications

- a. List specific projects undertaken for clients that are similar in scope to this project. For each project, list owner's name, address, telephone number, and a contact person for reference checks.
- b. Explain what you feel distinguishes your firm from others in the field and what makes your firm a good candidate for this particular project.

4) Personnel Qualifications

- a. Names, education, and experience of the members of the firm to be associated with the project. Clearly identify the role each member will play. A detailed resume for each demonstrating their qualifications to fill that role should be included.
- b. Identification of project manager with a detailed resume describing educational background and past project management experience. Project descriptions, level of involvement, performance related to cost control, and ability to meet schedules should be emphasized.

3.3 Part B – Fee Proposal

This part of the proposal shall be sealed and separate from PART A of the proposal. It will include the professional consultant's detailed cost estimate to furnish the services outlined in the RFP.

The consultant must provide a **firm, fixed fee proposal** for the work outlined in Section 2, Scope of Work, *including reimbursables*. Expected reimbursable costs should be identified. Also provide current, hourly rates for each member of the project team.

PART B will not be the primary factor in the evaluation of proposals leading to the selection of the top candidate, and will not be opened until evaluations of **PART A** have been completed.

Should the evaluation process not result in a clear choice of the top-rated professional consultant, the fee proposal may be used to assist the selection committee in determining its final recommendation. In any event, the fee proposal will then be used as the basis for negotiations leading to the final "scope of services" and a "not to exceed contract fee."

If the City is unsuccessful in reaching a contract agreement with the top rated professional firm, negotiations will cease and the second rated professional firm will be invited to negotiate with the City.

The City of Elgin reserves the right to reject any or all proposals, waive any informalities in the proposal process, or accept another proposal deemed to be in the best interest of the City.

The City of Elgin reserves the right to accept or reject, either in whole or in part, any and all submittals in response to this request, with or without cause, and to waive informalities in any submittals that are in the best interest of the City.

All material submitted regarding this RFP becomes the property of the City of Elgin, and will be returned to the consultant at the City's option. Responses may be reviewed by any person after the final selection has been made. The City of Elgin has the right to use any or all ideas presented in reply to this request. Disqualification of a consultant does not eliminate this right.

The City of Elgin is not liable for any cost incurred by consultants prior to issuance of a written agreement, contract, or purchase order. The City of Elgin reserves the right to contact any reference or any client listed in the documents for information that may be helpful to the City of Elgin in evaluating the consultant's performance on previous assignments or projects.

SECTION 4.0 - PROCUREMENT OF PROFESSIONAL SERVICES

4.1 General

The City's general method for the procurement of professional services is a competitive proposal process, whereby proposals are reviewed for quality and a not-to-exceed service fee is negotiated after the firm has been selected. The following process will be followed in the review and selection of a consultant for this project.

4.2 Proposal Evaluation

Each firm's response to our Request for Proposal shall be evaluated with respect to the criteria outlined in Section 3.0 by utilization of the following scoring system:

- 1) Firm Experience and Team Qualifications: Points 0 - 30 The firm's record of applicable experience and level of knowledge, as demonstrated by successful completion of similar projects. If sub-consultants are used, these firms will be included in this evaluation.
- 2) Familiarity With Local Conditions: Points 0 - 20 Familiarity of the firm with local conditions affecting the project, and a record of the firm's experience with local government projects, especially with the City of Elgin.
- 3) Completeness of Submission: Points 0 - 30 The submission includes all necessary information and the consultants project approach is clearly defined.
- 4) Project Manager Qualifications: Points 0 - 20 The level of knowledge and pertinent experience of the project manager assigned to the project. If sub-consultants are used, their assigned project manager will be included in this evaluation.

The top rated firms may be requested to provide Proposal Presentations.

4.3 Cost Proposals

After evaluation of consultants based upon Proposal Presentations, Part B - Cost Proposals shall be opened. The highest ranking firm shall participate in a not to exceed fee negotiation meeting with the City. If the City and the highest ranking firm cannot come to an agreement as to the proposed fee, negotiations shall end and commence with the second ranked firm and so on. The City and firm will also agree upon the project schedule and any final adjustments in the project requirements at this time.

4.4 Standard Agreement

When the not-to-exceed fee has been agreed upon, the Parks and Recreation Director will prepare a City Council Memo requesting permission to enter into an agreement for professional services. The remaining firms shall be notified that the award has been made to the selected Firm. The agreement shall be in a form acceptable to the City, a sample of which is attached hereto as Attachment A, Section 5.1.

4.5 Compensation and Payment

The City shall reimburse the firm as may be necessary to complete the requirements of this assignment as set forth in the agreement between the parties. The firm shall submit to the City a certified invoice monthly. The City will review the invoice to insure that all charges are proper and supported by the firm's Project Progress Report attached thereto before authorizing payment.

4.6 Bonds and Insurance

The selected Firm shall provide certificates of insurance as indicated below. Each policy must list the City of Elgin as an additional insured. The Firm and all subcontractors waive subrogation rights against the City of Elgin for all losses. Such insurance shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to the City of Elgin. There shall be no endorsement or modification of such insurance to make it excess over other available insurance, and alternatively, if the insurance states that it is excess or pro rata, it shall be endorsed to be primary with respect to the City of Elgin.

Commercial Liability

- General Aggregate \$ 1 Million
- Products Completed Operations Aggregate \$ 1 Million
- Personal Injury and Advertising Limit \$ 1 Million
- Each Occurrence \$ 1 Million

Automotive-for all owned, non-owned, hired and leased vehicles Combined single limit \$ 1 Million

or

Bodily injury

- each person \$ 500,000
- each accident \$ 1 Million
- Property damage-each occurrence \$ 500,000

Umbrella

- Combined single limit \$ 1 Million
- General aggregate \$ 1 Million

Worker's Compensation

- Statutory \$ 1 Million
- Employer's Liability \$ 100,000

Professional Liability \$ 1 Million

SECTION 5.0 – ATTACHMENTS

5.1 Attachment A –Model Professional Services Agreement

This agreement has been adopted by the City as its model agreement for professional services. Few, if any changes to the agreement can be made. Please note that Section V, Payments to the Firm will be one of two payment methods based upon final negotiations. Only one type of payment paragraph will be included in the agreement.

Attachment A

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2009, by and between the CITY OF ELGIN, an Illinois municipal corporation (hereinafter referred to as "CITY") and _____ (hereinafter referred to as "Planning Consultants".)

WHEREAS, the CITY desires to engage the Planning Consultants to furnish certain professional services in relation to updating the Parks and Recreation Master Plan (hereinafter referred to as the "PROJECT").

AND

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

NOW, THEREFORE, it is hereby agreed by and between the CITY and the Planning Consultants that the CITY does hereby retain the Planning Consultants for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged to act for and represent it in all consulting matters involved in the PROJECT, subject to the following terms and conditions and stipulations, to-wit:

I. SCOPE OF SERVICES

- A. All work hereunder shall be performed under the direction of the Director of Parks and Recreation of the CITY, herein after referred to as the "DIRECTOR."
- B. A detailed Scope of Services is attached hereto as Attachment A.

II. ITEMS NOT INCLUDED IN SCOPE OF WORK

Reimbursable Items: Not to exceed \$_____

III. PROGRESS REPORTS

- A. Progress will be recorded on the project schedule and submitted monthly as a component of the Status Report described in Paragraph B. below:
- B. The Planning Consultants will submit to the Director monthly a Status Report keyed to the Project Schedule. A brief narrative will be provided identifying progress, findings and outstanding issues.

IV. WORK PRODUCTS

All work products prepared by the Planning Consultants pursuant hereto including, but not limited to, reports, designs, calculations, work drawings, studies, photographs, models and recommendations shall be the property of the CITY and shall be delivered to the CITY upon request of the DIRECTOR provided, however, that the Planning Consultants may retain copies of such work products for its records. Such work products are not intended or represented to be suitable for reuse by the CITY on any extension to the PROJECT or on any other project, and such reuse shall be at the sole risk of the CITY without liability or legal exposure to the Planning Consultants.

V. PAYMENTS TO THE PLANNING CONSULTANTS (Lump Sum Method)

- A. The CITY shall reimburse the Planning Consultants for services under this Agreement a lump sum of _____, regardless of actual costs incurred by the Planning

Consultants. Modifications to the project shall be authorized in writing by the City. In the event of any such written authorization by the City, it is agreed that the hourly rate for additional services will be per the Fee Schedule in Attachment A.

- B. The CITY shall make periodic payments to the Planning Consultants based upon actual progress within 30 days after receipt and approval of invoice. Said periodic payments to the Planning Consultants shall not exceed the amounts shown in the proposal, and full payments for each task shall not be made until the task is completed and accepted by the DIRECTOR.

VI. INVOICES

- A. The Consultant shall submit invoices in a format approved by the CITY. Progress reports for the project will be included with all payment requests.
- B. The Consultant shall maintain records showing actual time devoted and costs incurred. The Consultant shall permit the authorized representative of the CITY to inspect and audit all data and records of the Consultant for work done under this Agreement. The Consultant shall make these records available at reasonable times during the Agreement period and for a year after termination of this Agreement.

VII. TERMINATION OF AGREEMENT

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

VIII. TERM

This Agreement shall become effective as of the date the Planning Consultants is given a notice to proceed and, unless terminated for cause or pursuant to Article VII, shall be deemed concluded on the date the CITY determines that all of the Planning Consultants' work under this agreement is completed. A determination of completion shall not constitute a waiver of any rights or claims, which the CITY may have or thereafter acquire with respect to any term or provision of the Agreement. The term of the Agreement is three years, conditioned upon satisfactory performance by the Planning Consultants and appropriation of fund by the City Council. If no funds are appropriated for a year of the contract, services will not be provided for that year and the remainder of the Agreement shall remain in full force and effect.

IX. NOTICE OF CLAIM

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

X. BREACH OF CONTRACT

If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party has the right to seek such administrative, contractual or legal remedies as may be suitable to the violation or breach; and, in addition, if either party, by reason of any default, fails within fifteen (15) days after notice thereof by the other party to comply with the conditions of the Agreement, the other party may terminate this Agreement.

XI. INDEMNIFICATION

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

XII. NO PERSONAL LIABILITY

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

XIII. INSURANCE

- A. Comprehensive Liability.** The Planning Consultants shall provide, pay for and maintain in effect, during the term of this Agreement, a policy of comprehensive general liability insurance with limits of at least \$2,000,000 aggregate for bodily injury and \$2,000,000 aggregate for property damage.

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

The Certificate of Insurance, which shall include Contractual obligation assumed by the Planning Consultants under Article X entitled "Indemnification", shall be provided.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the CITY. There shall be no endorsement or modification of this insurance to make it excess over other available insurance, alternatively, if the insurance states that it is excess or prorate, it shall be endorsed to be primary with respect to the CITY.

- B. Comprehensive Automobile Liability.** Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired motor vehicles with limits of not less than \$500,000 per occurrence for damage to property.
- C. Combined Single Limit Policy.** The requirements for insurance coverage for the general liability and auto exposures may be met with a combined single limit of \$2,000,000 per occurrence subject to a \$2,000,000 aggregate.
- D. Professional Liability.** The Planning Consultants shall carry Professional Liability Insurance Covering claims resulting from error, omissions, or negligent acts with a combined single limit of not less than \$2,000,000 per occurrence. A Certificate of Insurance shall be submitted to the DIRECTOR as evidence of insurance protection. The policy shall not be modified or terminated without thirty (30) days prior written notice to the DIRECTOR.

XIV. CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES, AND SAFETY

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

XV. NONDISCRIMINATION

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

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

XVI. ASSIGNMENT AND SUCCESSORS

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

XVII. DELEGATIONS AND SUBCONTRACTORS

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

Any proposed subcontractor shall require the CITY's advanced written approval.

XVIII. NO CO-PARTNERSHIP OR AGENCY

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

XIX. SEVERABILITY

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

XX. HEADINGS

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

XXI. MODIFICATION OR AMENDMENT

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

XXII. APPLICABLE LAW

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

XXIII. NEWS RELEASES

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

XXIV. COOPERATION WITH OTHER ENGINEERS

The Planning Consultants shall cooperate with any other planners in the CITY's employ or any work associated with the PROJECT.

XXV. INTERFERENCE WITH PUBLIC CONTRACTING

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

XXVI. SEXUAL HARASSMENT

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

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

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

XXVII. WRITTEN COMMUNICATIONS

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

XXVIII. NOTICES

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

A. As to CITY:

Randy Reopelle, Parks and Recreation Director, City of Elgin 100 Symphony Way, Elgin, Illinois 60120

- B. As to the Planning Consultants: IN WITNESS WHEREOF, the undersigned have placed their hands and seals upon and executed this Agreement in triplicate as though each copy hereof was an original and that there are no other oral agreements that have not been reduced to writing in this statement.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals upon and executed this Agreement in triplicate as though each copy hereof was an original and that there are no other oral agreements that have not been reduced to writing in this statement.

For the CITY:

ATTEST:

THE CITY OF ELGIN

By _____ By _____
City Clerk City Manager

(SEAL)

For the Consultant:

Dated this ____ day of _____, A.D., 2009.

ATTEST: _____

By _____ By _____
Secretary President

(SEAL)



City of Elgin, Illinois Certification Requirements

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

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

Signature / Title
Company Name
Address

Phone Number
FEIN No.



City of Elgin, Illinois

Equal Employment Written Commitment Guideline

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

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

Description of Groups for Classification Purposes

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

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

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

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

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



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

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

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

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

Signature/Title _____
Company _____
Date _____

Sexual harassment is defined as follows:

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

Any questions by contracting parties or eligible bidders concerning compliance with these requirements should be directed to the City of Elgin - Human Resources Department at (847) 931-5618.

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

Signature/Title _____
Company _____
Date _____



City of Elgin, Illinois

BIDDER'S EMPLOYEE UTILIZATION FORM

This report is required by the City of Elgin and must be submitted before the contract can be awarded.

Chapter 3.12.1000 Affirmative Action - City Contracts

1. Name and Address of Bidder

2. Description of Project

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

Signature of Company Official	Title	Telephone Number	Date Signed	Page ____ of ____
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2. Have you ever been awarded a bid by the City of Elgin?
 ____ Yes ____ No
3. If the answer to question #2 is Yes, please submit a copy of the Employee Utilization Form that was submitted with your last successful bid along with a fully completed copy of this form.
4. Please submit, according to the guideline provided in the attached document, a written commitment to provide equal employment opportunity. An Employee Utilization Form is required for any subcontractors.

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

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

State of _____ ss.

County of _____

_____, being first duly sworn, hereby

deposes and states:

- (1) That s/he is the _____
of the party making the foregoing bid.
- (2) That the bidder is not barred from contracting with any unit of local government for any reason, including but not limited to debarment as a result of a violation of 720 Illinois Compiled Statutes, Section 5/33E-3 or 5/33E-4, as amended.
- (3) That no collusion or agreement among other bidders or prospective bidders to bid a fixed price or otherwise restrain competition by agreement has taken place.
- (4) That the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless there is a pending proceeding contesting any such tax.
- (5) That the bidder hereby certifies: [check all that apply]
 - _____ bidder has not received any notices of violations of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*)
 - _____ in the event any such notice has been received by bidder, a copy of any such notice is attached hereto.
 - _____ in the event that bidder has received such a notice, any documentation demonstrating the resolution of any such notice is attached hereto.
 - _____ for each such notice received by bidder, the matter has been resolved as follows:

- (6) That the bidder hereby certifies that it shall comply with the provisions of the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*).

- (7) That the bidder hereby certifies, represents and warrants that all of bidder's employees and/or agents who will be providing products and/or services with respect to the subject bid and contract are and shall be legal residents of the United States, and are and shall be legally authorized to perform any such applicable work and/or services.

Signature of Bidder, if an individual:

Signature of Bidder, if a partnership:

Partner (indicate General or Limited)

Signature of Bidder, if a corporation:

President

Secretary

Signature of Bidder, if a limited liability company:

Member or Manager

Subscribed and sworn to
before me this ____ day of
_____, 20____
My commission expires:
