

ELGIN SUSTAINABILITY COMMISSION REQUEST FOR PROPOSAL FOR VOLUNTEER RECRUITMENT ADDRESSING THE CITY OF ELGIN PROCLAIMED CLIMATE EMERGENCY

SECTION 1.0 – INTRODUCTION

The Elgin Sustainability Commission (ESC) is a volunteer organization under the Elgin City Council with appointed members serving as commissioners for a three-year term with a two-term limit. The nine ESC commissioners act in an advisory role to the Elgin City Council in exploring, reviewing, and recommending municipal sustainable policy and programs. The ESC meets publicly, the second Tuesday of each month of the calendar year. Additionally, subcommittee work groups meet publicly on a monthly basis to address the following sustainability categories: Building Efficiency, Outreach and Education, Renewable Energy, Transportation and Mobility, Urban Ecology, and Zero Waste. Each work group to be made up of volunteer members with one or more ESC commissioner liaisons.

The Elgin Sustainability Commission requests proposals from qualified volunteer recruitment consultants to facilitate the recruitment, orientation, training, and retention of workgroup volunteer members.

SCOPE OF SERVICES

Advise on methods for recruitment of qualified, motivated, and committed volunteer citizens to examine sustainable policy and programs to advance new or innovative sustainable concepts, ease or difficulty of incorporation or adoption, motivate positive or influence change in sustainable behavior, and addressing sustainability with equitable justice.

Identify search strategies to tap into millennial project volunteerism and business or company values volunteerism.

Work with City to support sustainability staff to coordinate volunteer orientation and training.

Tutor ESC workgroup with tools on mission messaging, intercommunication, volunteer management, and continued engagement.

Provide evaluation on a bi-annual basis of each ESC workgroup’s status of successes and failures.

City Contact

Daina DeNye - Purchasing Director
City of Elgin Purchasing Department
150 Dexter Court
Elgin, Illinois 60120
DeNye_D@cityofelgin.org

1.1 Request for Proposal Deadline

The deadline for submittals is **5:00 p.m., December 1, 2022**. They should be addressed to:

Daina DeNye - Purchasing Director

City of Elgin Purchasing Department
150 Dexter Court
Elgin, Illinois 60120

1.2 Proposal Submittal and Contract Award Schedule

November 17, 2022 Issue Request for Proposal
November 28, 2022 Proposal Questions Deadline
December 1, 2022 Proposal Response Deadline
January 11, 2023 Tentative Contract Award

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

SECTION 2.0 - REQUIRED PROPOSAL CONTENT

2.1 General

- 1) All questions regarding the statement or its submittal should be directed to the City Contact, preferably in email form.
- 2) One (1) digital copy in PDF format on flash drive are required. The proposer must submit a technical proposal containing information in Part A, Section 2.2 of this RFP. Said proposal shall be in an envelope marked as follows: “Part A: Technical Proposal for ESC Volunteer Recruitment Consultant” in paper and on the electronic copy (flash drive).

The proposer must also submit a schedule of hourly rates in a **separate sealed envelope** marked as follows “Part B: Pricing for ESC Volunteer Recruitment Consultant” in paper and on the electronic copy (flash drive). Technical (non-price) proposals and hourly rate proposals must be separately sealed.

2.2 Part A - Narrative

The statement of proposal shall include the following information:

1) Firm Information

- a. Professional history of the firm and other team members and principals including their association with other firms.
- b. Business and professional Illinois license numbers and expiration dates, telephone numbers, and addresses.
- c. List of your firm’s current workload including the scope, size, dollar volume, and schedule of work currently on hand.
- d. List of any projects awarded to you that you failed to complete and explain when, where, and why.
- e. Include a corporate brochure, portfolio examples, photographs, or other materials to supplement your firm’s written qualifications.

2) Firm Qualifications

- a. List specific projects undertaken for clients as it relates to recruitment of volunteer citizens to examine sustainable policy and programs. 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 assisting with this project.

3) 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 experience. Project descriptions, level of involvement, performance related to ability to facilitate the recruitment, orientation, training, and retention of workgroup volunteer members should be emphasized.

INSTRUCTIONS

Responsive proposals will include the following:

- A. A letter of interest that shows an understanding of the Scope of Work
- B. Lump sum fee, contact information with company staff profiles
- C. Completed and signed Non-Collusive Affidavit
- D. Completed and signed Equal Employment Opportunity Form
- E. Signed Certification of Non-Segregated Facilities
- F. Completed and signed Human Rights Statement
- G. Certificate of Insurance, stating the City of Elgin as a Certificate Holder.

The City of Elgin will accept proposals until 5:00 p.m. on Thursday, December 1, 2022.

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 ENGINEER's hourly rates to furnish the services outlined in the RFP.

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 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 accept or reject, either in whole or in part, all submittals in response to this request, with or without cause, and to waive informalities in any submittals, which 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 engineer 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 an engineer does not eliminate this right.

The City of Elgin is not liable for any costs incurred by consultant 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, which may be helpful to the City of Elgin in evaluating the engineering firm’s performance on previous assignments or projects.

SECTION 3.0 - PROCUREMENT OF PROFESSIONAL SERVICES

3.1 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 an engineering firm.

3.2 Proposal Evaluation

PROFESSIONAL EVALUATION FACTORS

- A. Ability, experience, volunteer recruitment competence, and performance as indicated by the company profile and reference experience.
- B. Capability of holding workshop training and orientation onboard seminars.
- C. Demonstrated knowledge of volunteer recruitment strategies; successful motivational and communicative instruction and tools; and a knowledge of municipal restraints and restrictions with regard to the open meeting act.

D. A certified statement that the proposer is not debarred, suspended or otherwise prohibited from contracting with federal, state, or local government agencies

E. Evidence that the firm, agency, or sole proprietor has credentials readily available for submission.

3.3 Cost Proposals

After evaluation of engineering firms 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.

3.4 Standard Agreement

When the not-to-exceed fee has been agreed upon, the Senior Management Analyst 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 4.1.

3.5 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 monthly, a certified invoice. The City will review the invoice to insure that all charges are proper and supported by the firm's Project Progress Report (which will be attached upon receipt from winning engineering firm) before authorizing payment.

3.6 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 \$2 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 \$2 Million

or

Bodily injury

each person \$500,000

each accident \$1 Million

Property damage-each occurrence \$500,000

Umbrella

Combined single limit \$2 Million

General aggregate \$2 Million

Worker's Compensation

Statutory \$1 Million

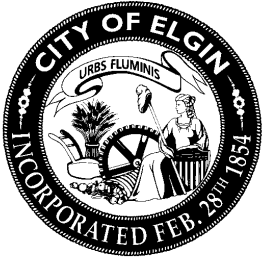
Employer's Liability \$100,000

Professional Liability \$2 Million

SECTION 4.0 – ATTACHMENTS

4.1 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 Consultant will be one of four payment methods based upon final negotiations. Only one type of payment paragraph will be included in the agreement.



City of Elgin, Illinois Certification Requirements

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

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

Signature / Title	_____
Company Name	_____
Address	_____

Phone Number	_____
Email Address	_____
FEIN No.	_____



City of Elgin, Illinois Equal Employment Written Commitment Guideline

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

1. Set out the name and phone number of the bidder's Equal Employment Officer.
2. Clearly identify the bidder's recruitment area and the percentage of minorities and females in the area's population and labor force.
3. Set out what the bidder has done and has set as a goal to ensure the recruitment of minority and female employees.
4. Set out the bidder's specific goals to recruit minorities and females for training programs or other similar opportunities available through the bidder's organization.
5. Indicate bidder's consent to submit to the City of Elgin, upon request, statistical data concerning its employee composition and recruitment efforts anytime during the term of the contract.
6. Show bidder's consent to distribute copies of the written commitment to all persons who participate in recruitment, screening, referral, and selection and hiring of job applicants for the bidder.
7. Clearly show that the bidder shall require all subcontractors, if any, to submit a written commitment complying with the above requirements of their affirmative action plan to the City of Elgin.
8. Clearly state the bidder agrees that:

"Bidder (company name) shall not discriminate against any employee or applicant on the basis of race, color, religion, sex, national origin, age, place of birth, ancestry, marital status, or disability (physical or mental) which will not interfere with the performance of the job in question."

Description of Groups for Classification Purposes

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

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

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

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

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



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
- 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

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)
this ____ day of

Signature of Bidder, if a corporation:

President

Secretary

Signature of Bidder, if a limited liability company:

Member or Manager

Subscribed and sworn to
before me

_____, 20____
My commission expires:

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20 __, by and between the CITY OF ELGIN, an Illinois municipal corporation (hereinafter referred to as “CITY”) and _____ (hereinafter referred to as “CONSULTANT”).

WHEREAS, the CITY desires to engage the CONSULTANT to furnish certain professional services in connection with Elgin Sustainability Commission for Volunteer Recruitment Services (hereinafter referred to as the “PROJECT”); and

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

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

1. SCOPE OF SERVICES

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

2. PROGRESS REPORTS

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

3. **WORK PRODUCT**

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

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

- A. For services provided the CONSULTANT shall be paid at the rate of _____ times the direct hourly rate of personnel employed on this PROJECT, with the total fee not to exceed _____ regardless of the actual costs incurred by the CONSULTANT unless substantial modifications to the scope of the work are authorized in writing by the DIRECTOR.
- B. For outside services provided by other firms or subcontractors, the CITY shall pay the CONSULTANT the invoiced fee to the CONSULTANT, plus _____. The costs for any such outside services are included within the total not to exceed amount provided for in paragraph 4A above.
- C. **List other components of the fee such as reimbursables.** The costs of any such reimbursable expenses are included within the total not to exceed amount provided for in paragraph 4A above.
- D. The CITY shall make periodic payments to the CONSULTANT based upon actual progress within thirty (30) days after receipt and approval of invoice. Said periodic payments to the CONSULTANT shall not exceed the amounts shown in the following schedule, and full payments for each task shall not be made until the task is completed and accepted by the DIRECTOR.

(payment schedule)

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

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

(payment schedule)

5. INVOICES

- A. The CONSULTANT shall submit invoices in a format approved by the CITY. Progress reports (2C above) will be included with all payment requests.
- B. The CONSULTANT shall maintain records showing actual time devoted and cost incurred. The CONSULTANT shall permit the authorized representative of the CITY to inspect and audit all data and records of the CONSULTANT for work done under this Agreement. The CONSULTANT shall make these records available at reasonable times during the Agreement period and for one (1) year after termination of this Agreement.

6. TERMINATION OF AGREEMENT

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

7. TERM

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

8. NOTICE OF CLAIM

If the CONSULTANT wishes to make a claim for additional compensation as a result of action taken by the CITY, the CONSULTANT shall give written notice of his claim within

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

9. BREACH OF CONTRACT

If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party has the right to seek such administrative, contractual or legal remedies as may be suitable to the violation or breach; and, in addition, if either party, by reason of any default, fails within fifteen (15) days after notice thereof by the other party to comply with the conditions of the Agreement, the other party may terminate this Agreement. Notwithstanding the foregoing, or anything else to the contrary in this Agreement, with the sole exception of an action to recover the monies the CITY has agreed to pay to the CONSULTANT pursuant to Paragraph 4 hereof, no action shall be commenced by the CONSULTANT against the CITY for monetary damages. CONSULTANT hereby further waives any and all claims or rights to interest on money claimed to be due pursuant to this Agreement and waives any and all such rights to interest which it claims it may otherwise be entitled pursuant to law, including, but not limited to, the Local Government Prompt Payment Act (50 ILCS 501/1, *et seq.*), as amended, or the Illinois Interest Act (815 ILCS 205/1, *et seq.*), as amended. The parties hereto further agree that any action by the CONSULTANT arising out of this Agreement must be filed within one year of the date the alleged cause of action arose or the same will be time-barred. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

10. INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT agrees to and shall indemnify, defend and hold harmless the CITY, its officers, employees, agents, boards and commissions from and against any and all claims, suits, judgments, costs, 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 CONSULTANT in connection herewith, including negligence or omissions of employees or agents of the CONSULTANT arising out of the performance of this Agreement. In the event of any action against the CITY, its officers, employees, agents, boards or commissions, covered by the foregoing duty to indemnify, defend and hold harmless such action shall be defended by legal counsel of the CITY's choosing. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

11. NO PERSONAL LIABILITY

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

12. INSURANCE

CONSULTANT shall provide, maintain and pay for during the term of this Agreement the following types and amounts of insurance:

- A. **Comprehensive Liability.** A policy of comprehensive general liability insurance with limits of at least \$1,000,000 aggregate for bodily injury and \$1,000,000 aggregate for property damage.

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

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

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

- B. **Comprehensive Automobile Liability.** Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired motor vehicles with limits of not less than \$500,000 per occurrence for bodily injury and/or property damage.
- C. **Combined Single Limit Policy.** The requirements for insurance coverage for the general liability and auto exposures may be met with a combined single limit of \$1,000,000 per occurrence subject to a \$1,000,000 aggregate.
- D. **Professional Liability.** The CONSULTANT shall carry CONSULTANT's Professional Liability Insurance covering claims resulting from error, omissions or negligent acts with a combined single limit of not less than \$1,000,000 per claim. A Certificate of Insurance shall be submitted to the DIRECTOR as evidence of insurance protection. The policy shall not be modified or terminated without thirty (30) days prior written notice to the DIRECTOR.

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

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

14. NONDISCRIMINATION/AFFIRMATIVE ACTION

The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, ancestry, order of protection status, familial status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service which would not interfere with the efficient performance of the job in question. Consultant shall take affirmative action to comply with the provisions of Elgin Municipal Code Section 5.02.040 and will also require any subcontractor to submit to the City a written commitment to comply with those provisions. Consultant shall distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants and perspective subcontractors. Consultant agrees that the provisions of Section 5.02.040 of the Elgin Municipal Code, 1976, as amended, is hereby incorporated by reference, as if said out verbatim.

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 race, color, religion, sex, national origin, age, ancestry, order of protection status, familial status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service.

Any violation of this paragraph shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Agreement by the CITY.

15. ASSIGNMENT AND SUCCESSORS

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

16. DELEGATIONS AND SUBCONTRACTORS

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

17. NO CO-PARTNERSHIP OR AGENCY

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

18. SEVERABILITY

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

19. HEADINGS

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

20. MODIFICATION OR AMENDMENT

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

21. APPLICABLE LAW

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

22. NEWS RELEASES

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

23. COOPERATION WITH OTHER CONSULTANTS

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

24. INTERFERENCE WITH PUBLIC CONTRACTING

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

25. SEXUAL HARASSMENT

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

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

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

26. SUBSTANCE ABUSE PROGRAM.

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

27. WRITTEN COMMUNICATIONS

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

28. NOTICES

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

A. As to the CITY:

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

B. As to the CONSULTANT:

29. COMPLIANCE WITH LAWS

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

30. COUNTERPARTS AND EXECUTION

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same agreement. This Agreement may be executed electronically, and any signed copy of this Agreement transmitted by facsimile machine or email shall be treated in all manners and respects as an original document. The signature of any party on a copy of this Agreement transmitted by facsimile machine or email shall be considered for these purposes an original signature and shall have the same legal effect as an original signature.

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

CITY OF ELGIN:

By: _____
Richard G. Kozal, City Manager

Attest:

City Clerk

CONSULTANT:

By: _____
Name/Print: _____
Title: _____

F:\Legal Dept\Agreement\CONSULTANT AGREEMENT-FORM-CURRENT 5-3-22.docx

PART B: FEE

PROPOSAL FORM

Firm or Vendor: _____

Address: _____

Telephone: () _____

Contact Person & E-mail Address: _____

Lump Sum Fee and Schedule of Payment(s)

Volunteer Recruitment Consultant: \$ _____

Time proposal to complete the Scope of Work and associated fee schedule of payments: