

SE HABLA ESPAÑOL. Para cualquier pregunta sobre el proceso o ayuda con las oportunidades de contratación, comuníquese con Victor Saldaña al 847-931-5604 o a victor.saldana@elginil.gov.

CITY OF ELGIN, ILLINOIS, INVITATION FOR BIDS INSTRUCTIONS TO BIDDERS

NO PROPOSAL WILL BE ACCEPTED VIA PAPER OR EMAIL

The City of Elgin invites bids for Design of Police Promotional Sergeant Assessment for the Police Department. This bid process and award of the contract are made in conformance with Elgin Municipal Code Title 5. The City of Elgin reserves the right to reject any or all proposals, or any part thereof, or to accept any proposal or any part thereof, or to waive informalities in any proposal, if deemed to be in the best interest of the City.

The City of Elgin Purchasing Department is pleased to announce that we are instituting our E-bidding process. ALL vendors, regardless of whether your firm is currently registered with the City of Elgin or not, will need to register in order to receive notification of upcoming bids. In order to bid on any projects you must register as a vendor at <https://cityofelgin.ionwave.net/VendorRegistration/PreliminaryInfo.aspx>. **NO PROPOSAL WILL BE ACCEPTED VIA PAPER OR EMAIL.** They must come through this site. We know that you will enjoy the ease of our new system. For questions, please contact the Purchasing Department at (847) 931-5606. Failure to do so may result in the proposal being declared nonresponsive. A bidder may correct, modify, or withdraw its proposal by making the request in writing to the Director of Purchasing prior to the time and date for the proposal opening. All corrections and modifications must be made on the E-Bidding Website. Bid awards made by the City Council of the City of Elgin may be corrected or amended in the sole discretion of the City Council prior to the city's execution and delivery of a signed agreement to a bidder.

Bids must be signed by an authorized official of the proposer's organization, and the name of the official and the official's title typed below the signature. Purchases made by the City of Elgin are exempt from the payment of federal excise tax and State of Illinois sales tax and any such taxes must not be included in the bid prices. Unless otherwise indicated in the Invitation for Bid, deliveries are FOB designated location, Elgin, Illinois.

In the case of a conflict between unit price and extended price, unit price shall take precedence. If goods are not delivered or services not performed within the time frame specified in the Invitation for Bid (or where no time is specified, within a reasonable time frame) the City of Elgin reserves the right to cancel the order or any part thereof.

Bids will be considered on goods complying substantially with specifications provided each deviation or alternatives are identified and described in an attachment to the bid. The City of Elgin reserves the right to determine whether such deviations or alternatives are acceptable. Brand names that may be mentioned in specifications as used only as a reference to the type and quality of goods desired unless otherwise indicated.

The selected bidder(s) must comply with all laws, rules, and regulations pertaining to public contracts as adopted by the State of Illinois and the City of Elgin including, but not limited to, the payment of prevailing wages, if applicable.

LOCAL PURCHASING PREFERENCE: Bids from responsible and responsive local businesses that do not exceed the lowest bid price from a responsive and responsible nonlocal business by more than two percent (2%) but no more than \$500 for contracts of \$25,000 or less or by more than one percent (1%) but no more than \$2,500 for contracts in excess of \$25,000 shall be awarded to the local businesses. A local business is a business authorized to do business under the laws of the City of Elgin, a business with its principal place of business located within the corporate limits of the City of Elgin, which has the majority of its regular, full-time workforce located within the City of Elgin and is subject to City of Elgin taxes including, but not limited to, sales taxes.

BID SUBMISSION REQUIREMENTS

Bids must contain:

1. A signed Tax/Collusion/Debarment Affidavit
2. A signed Agreement. If awarded a contract, a fully executed copy will be sent to you
3. A completed Bidder's Employee Utilization Form (if you employ 5 or more persons)
4. A signed Sexual Harassment Form
5. A signed Certification Requirements Form
6. A completed copy of the Reference Sheet
7. Any other information or materials required in the specifications

1.0 INTRODUCTION

1.1 General

The City of Elgin requests offers from independent companies for Police Department Promotional Testing Services to facilitate portions of the testing and interview process for promotion of Police Sergeant. The consultant shall be an independent professional consultant.

The closing date and time for receipt of proposals is **July 9, 2026, at 3:00 P.M. Central Standard Time**. Proposals received after the submittal time will be rejected and returned unopened to the sender.

All proposals must be entered into the City of Elgin's web portal at:

<https://cityofelgin.ionwave.net/VendorRegistration/PreliminaryInfo.aspx>

The City reserves the right to reject any or all proposals, waive or not to waive any irregularities therein and to accept the proposal(s) considered to be in the best interest of the City.

1.2 The Project

There is a possibility of approximately 30-40 candidates for the Police Sergeant position. The design of the Assessment Center will cover assessing the performance of each candidate. The vendor / consultant will work with the Chief of Police to design an assessment center based on core exercises.

1.3 Qualifications of the Firm

The following elements must be included in each proposal and are described in detail below. Please note that proposals must include the information requested here in the manner specified. If the information is not included in the manner specified, the proposal will be considered non-responsive and may be eliminated from consideration.

A. Description of Company

- a. Name of Company, if a joint venture, name of joint venture and names of individual companies comprising the joint venture
- b. Address of Corporate Headquarters and Chicago area location if any
- c. Telephone and email addresses
- d. Form of company, i.e., sole proprietor, partnership, or corporation
- e. Date company formed; date incorporated if a corporation
- f. Company principals including president, chairman, vice president, secretary, chief operating officer, chief financial officer, and general manager(s)
- g. The name, mailing address, email address of the primary contact in the organization for this project

B. Experience of Vendor and References

- a. The proposer must demonstrate that the organization has been in business for a minimum of three consecutive years

- b. The proposer shall provide as documentation a minimum three recent non-affiliated references (reference letters also may be included) for financial and managerial performance.
- c. The references should be those of other government agencies for which work of similar type, scope and magnitude has been performed.
- d. Provide the name of the entity, complete address, phone number, email address, contact person, the dates of service, and a brief description of the project including the number of candidates and assessment center has been designed for.
- C. Experience of Key Personnel
 - a. Resumes of team that will be working on this assessment center
 - b. An organization chart showing the reporting relationships of primary personnel and areas of responsibility and the rationale for assembling this specific team.
- D. Financial Data
 - a. If a publicly held firm, the Proposer must provide its firms two most current fiscal years of audited financial statements as compiled by independent certified public accountants. Internally audited financial statements will be accepted only from privately held firms.
 - b. Supply any pertinent financial data that will permit the city to determine the capability of the Proposer to meet all contractual requirements
- E. Project Approach for Assessment Center
- F. Project Timeline

2.0 SCOPE OF WORK AND SERVICES

2.1 Anticipated Services

The City of Elgin is seeking a qualified vendor/consultant to design an assessment center exclusive for the position of Police Sergeant.

The Assessment Center process shall include the following:

1. The vendor/consultant will schedule a meeting with the Chief of Police to review the duties performed by a Police Sergeant and to discuss possible scenarios to be included in the assessment center for this position.
2. The vendor/consultant will schedule a meeting with the Chief of Police to review the duties performed by a Police Sergeant and to discuss test questions to be included in the written examination portion for this position. The written examination shall include questions taken from the Elgin Police Department policy and procedure manual, as well as any other source items approved by the Chief of Police.
3. The vendor/consultant will then prepare a written examination and submit them to the Chief for her review and approval.
4. The vendor/consultant will then prepare draft scenarios to and submit them to the Chief for her review and approval.
5. The vendor/consultant will be responsible for administering the written test that will consist of a minimum of (100) questions and will reflect the operations and policies of the City of Elgin Police Department and the duties consistent with a Police Sergeant. The vendor/consultant must have the ability to score the examinations on-site (test location)

using computerized scoring methods and to provide a written report to the candidate containing the candidate's score, as well as, a list of questions that they answered incorrectly.

6. The vendor/consultant will provide the candidates an opportunity to review their written exam and to challenge any questions the candidates may feel are vague, poorly worded, or for which more than one correct answer may have been possible. This review shall take place on the same day of the written examination. All appeals shall be reduced to writing, from the candidate, using a standard format designed by the vendor/consultant. The vendor/consultant shall review all appeals and make a decision on them within seven (7) days following the written examination.
7. The vendor/consultant will provide a written report to the City of Elgin on all appeals and, where necessary, will re-calculate all exam scores as a result of any changes to the answer key made as a result of the appeal.
8. Within five (5) days after the written exam, or within (8) days following an appeal, the vendor/consultant will provide the City of Elgin with a list of the scores received by all candidates to include the preliminary (pre-appeal) and final (post-appeal) written exam scores, along with a description of all appeals received and the decisions reached regarding them.
9. The vendor/consultant will be responsible for administering the assessment center that will consist of a minimum of (3) exercises that will reflect the operations and policies of the City of Elgin Police Department and the duties consistent with a Police Sergeant.
10. The vendor/consultant will be responsible for selecting qualified individuals to serve as assessors for the assessment center exercises. Assessors selected must have substantial experience in police department management and have no knowledge of any of the candidates and have no connection with the City of Elgin Police Department. The selected vendor will incur all costs associated with the assessors.
11. Prior to the assessment center, the vendor/consultant will conduct an orientation session for the candidates to familiarize them with the process, the exercises, and how they will be evaluated.
12. The vendor/consultant will videotape all exercises in the assessment center, including the candidate evaluation and scoring, to document the consistency of the evaluation process and so the candidates can review their performance. A DVD will be made available upon candidate's request.
13. The vendor/consultant will provide the Board of Fire and Police Commissioners a final report on the candidates' scores within one week following the completion of the assessment center. Scores will be based on a maximum of 100 percent.
14. Following the completion of the assessment center, the vendor/consultant will conduct individual debriefing sessions, onsite, advising the candidates of their strengths and weaknesses.

3.0 PROPOSAL FORMAT

3.1 General

All companies responding to this RFP should submit one original and one flash drive. Although no specific format is required by the City this section is intended to provide some guidelines on features which the City will look for and expect to be included in a proposal.

3.2 Part A: Narrative

In general, Part A of the proposal should adequately address the project objectives and desired work products. Also included in Part A should be a description of the project team and its qualifications and a list of current active projects and completed similar projects. For the purpose of evaluating alternate proposals from firms which were issued RFP's, the City will review, at a minimum, the following proposal components:

- Qualifications of firm, including resumes of personnel that will be directly involved with the project.
- Identification of project manager, with description of past project management experience. Project description, level of involvement, and performance related to cost control and ability to meet schedules should be emphasized.
- The firm should discuss their philosophy towards designing assessment centers and provide preferred methodologies and rationale.
- The firm shall provide a preferred methodology and the rationale to be used for the initial product for the City – an assessment center for the police sergeant position.
- The firm shall discuss other methods including roll call, employee discipline, and critical incident exercises. The firm shall also discuss their relevant experience with each technique.
- Review of projects of similar nature. Include a complete description of the project with client references and the duration, along with the year performed.
- **A detailed scope of services. Although the City in its RFP attempted to identify the services required, this should not constrain the firm in the development of a scope they believe is necessary to meet the City's objectives. The City will be receptive to alternative scopes of services and encourages creativity and innovation for the desired end results.**
- Other relevant material as needed to exhibit the firm's ability to perform the work.

3.3 Part B: Fee

This part of the proposal shall be sealed and separate from Part A. It will include the detailed cost estimate to furnish the services detailed in this proposal.

Part B will **not** be used in the evaluation of proposals leading to the selection of the top candidate, and will not be opened until evaluations have been completed. The fee proposal will be used as the basis for negotiations leading to final contractual scope-of-services and contract fee. Should the evaluation process not result in a clear choice as to the top-rated firm, the fee proposal will be used to assist the selection committee in determining its final recommendation. If the City is unsuccessful in reaching a contract agreement with the top rated firm, negotiations will cease and the second rated firm will be invited to negotiate with the City.

4.0 PROCUREMENT OF PROFESSIONAL SERVICES

4.1 General

The City's general method for the procurement of professional services is representative of the competitive proposal process whereby several proposals are reviewed for quality but a service fee is negotiated after the firm has been selected. The following process is that which will be followed in the review and selection of a firm on this Project.

4.2 Proposal Evaluation and Final Selection

Upon receipt of each firm's two-part proposal, Part A shall be evaluated with regard to the firms stated qualifications, scope of work, staffing, schedule, familiarity with the site of the work, past record, and technical approach. Based upon Part A of the proposals, the City shall then contact any number of firms at its discretion for clarification of their proposals. With consideration to Part A proposals and the proposal presentations, the City will at its discretion rank proposals to determine a top-rated firm to proceed with negotiations for fees. The sealed Part B of the selected consultant will be opened for inspection.

4.4 Negotiation Guidelines

The successful top-ranked firm shall be advised as to the fee negotiation meeting. The negotiation and discussion will cover the firm's costs – direct costs, indirect costs, and profit or net fee – as may be considered by the City to be reasonable. The City and the firm will also agree upon the project schedule and any final adjustments in the project requirements at this time.

4.5 Standard Agreement

When the fee has been agreed upon, the City will prepare a City Council action requesting permission to enter into an Agreement for professional services. The City will also inform the remaining shortlisted consultants that the award has been made to another firm.



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	African American M / F	Caucasian M / F	Hispanic M / F	Asians or Pacific Islanders M / F	Indigenous People M / F	Minority (M & F) %	Female (All Categories) %
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

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 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
- 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) 931-6049.

I hereby agree 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 sexual harassment complaint resulting from the act of any member of my organization in the performance of this contract.

Signature/Title _____
Company _____
Date _____

REFERENCES

1. Company & Contact Name _____

Phone & Email _____

Description of Work Performed _____

2. Company & Contact Name _____

Phone & Email _____

Description of Work Performed _____

3. Company & Contact Name _____

Phone & Email _____

Description of Work Performed _____

4. Company & Contact Name _____

Phone & Email _____

Description of Work Performed _____

5. Company & Contact Name _____

Phone & Email _____

Description of Work Performed _____

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, 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:

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the CITY OF ELGIN, Illinois, a municipal corporation (hereinafter referred to as the "City"), and _____, a(n) _____ (hereinafter referred to as the "Service Provider").

WHEREAS, the City has determined that it would serve a beneficial public purpose to enter into an agreement with the Service Provider for the Service Provider to provide certain contract services as described in this Agreement; and

WHEREAS, the Service Provider represents that it has the necessary expertise and experience to furnish the Subject Services upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

1. The Service Provider shall provide all of the services pursuant to the terms and conditions and on the dates and times as described in the document entitled "[insert name of service provider] - Scope of Services for 20____ Purchase of Service Agreement", attached hereto and made a part hereof as Exhibit A (such services, including the terms, conditions, dates and times, are hereinafter referred to as the "Subject Services"). In the event of any conflict between the provisions of this Agreement and the provisions of Exhibit A, the provisions of this Agreement shall control. The Service Provider represents and warrants that the Service Provider has the skills and knowledge necessary to conduct the Subject Services provided for in Exhibit A and that the Subject Services set forth in Exhibit A are integral parts of this Agreement and may not be modified, amended or altered, except by a signed, written amendment to this Agreement, agreed to and executed by both parties hereto.

2. The Service Provider shall address all inquiries and requests made pursuant to this Agreement to the City Manager of the City or his designee.

3. In connection with any Subject Services to be performed on other than City-owned or controlled properties, the Service Provider warrants and agrees to maintain all facilities and equipment used in the performing of the Subject Services in a clean, sanitary and safe condition and free from defects of every kind whatsoever. Service Provider agrees and warrants that the Service Provider will periodically inspect all of such facilities and equipment for such purposes. Service Provider also warrants that the Service Provider and the Service Provider's facilities and equipment used in the performing of the Subject Services are not now, nor shall be during the term of this Agreement in violation of any health, building, fire or zoning code or regulation or other applicable requirements of law. In connection with the Subject Services on properties owned or controlled by the City, Service Provider agrees and warrants to use, and to cause persons participating in the Subject Services to use, through proper supervision and control, all facilities

with due care, and to report all defects in or damage to any such facilities, and the cause thereof, if known, immediately to the City.

4. The City shall pay the Service Provider for the Subject Services under this Agreement the total amount of _____ Dollars (\$ ____). Such payment by the City to the Service Provider shall be made in ____ installments of _____ Dollars (\$ ____). The first aforementioned installment payment shall be made within ____ days of the date of this Agreement. The second aforementioned installment payment shall be made on or before _____, 20____. However, the second installment payment shall not be made prior to ____ days after the Service Provider's submission of the budget document and audited financial statement documents referred to in paragraph 6 of this Agreement.

5. The Service Provider shall apply the money to be paid by the City to the Service Provider pursuant to the preceding paragraph hereof solely to operating expenses such as staff salary and benefits, meeting expenses, and expenses associated with the Subject Services to be provided by the Service Provider pursuant to this Agreement.

6. The Service Provider shall complete, maintain and submit to the City Manager of the City, or his designee, any and all records, reports and forms relating to the Subject Services in this Agreement as requested by the City. Without limiting the foregoing, the parties further agree as follows:

- a. The Service Provider shall provide a budget to the City which shall reflect the projected distribution of funds received from the City pursuant to this Agreement during the term of this Agreement. The budget shall be submitted to the Assistant City Manager of the City prior to any payment by the City.
- b. The Service Provider shall provide written performance reports detailing the disbursements of the monies to be paid by the City to the Service Provider pursuant to this Agreement. The reports shall be provided to the City quarterly on March 31, 20____; June 30, 20____; September 30, 20____; and December 31, 20____.
- c. The City has the right to review all accounting records of the Service Provider related to the use of the monies to be paid by the City to the Service Provider pursuant to this Agreement upon 72 hours advance notice from the City to the Service Provider.
- d. The Service Provider shall have an audit performed on its financial statements for the year ending December 31, 20____. The audit must be performed by an independent certified public accountant recognized in good standing by the American Institute of Certified Public Accountants and licensed in the State of Illinois. The Service Provider shall provide the City with two copies of the said audited financial statement along with the management letter and any other correspondence related to internal control matters on or before July 15, 20____. These statements shall be submitted to the City Manager at City Hall, 150 Dexter Court, Elgin, Illinois 60120-5555.

7. In the event this Agreement is terminated, or in the event the Subject Services for which the City funds provided herein are to be applied are discontinued, or the Service Provider ceases its operations prior to December 31, 20__, the Service Provider shall refund to the City on a prorated per diem basis the funds paid hereunder for the portion of the year remaining after any such termination or for the portion of the year the Subject Services were not conducted.

8. The City shall be recognized as a sponsor of the Service Provider and shall receive the benefits of sponsorship consistent with the level of support provided in this Agreement. At a minimum, the City's support shall be acknowledged on all print materials promoting the Service Provider's organization, press releases, radio advertising, web page information and event program(s) through the following mandatory funding identification statement: "Funding for the organization is provided in part through the City of Elgin". Three samples of this acknowledgement shall be provided to the City. A logo provided by the City to the Service Provider shall be used for this purpose.

9. In all printed materials in which a City seal or logo is deemed appropriate, approval by the Public Information Officer of the City is required prior to printing.

10. The term of this Agreement shall commence from the date of the execution hereof and continue through December 31, 20__, unless otherwise terminated as provided for herein.

11. This Agreement shall not be construed so as to create a partnership, joint venture, employment or other agency relationship between the parties hereto. Service Provider understands and agrees that the relationship of the Service Provider to the City arising out of this Agreement shall be that of an independent contractor. It is expressly agreed and understood that the Service Provider and the Service Provider's officers, employees and agents are not employees of the City and are not entitled to any benefits or insurance provided to employees of the City.

12. If the Service Provider violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the City shall have the right to seek administrative, contractual, legal or equitable remedies as may be suitable to the violation or breach; and, in addition, if the Service Provider by reason of any default, fails to within fifteen (15) days after notice thereof by the City to comply with the conditions of the Agreement, the City may terminate this Agreement. If the City violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and in the event the City fails to within fifteen (15) days after notice thereof by the Service Provider to comply with the conditions of this Agreement, the Service Provider as its sole and exclusive remedy may terminate this Agreement. Notwithstanding anything to the contrary in this Agreement, with the sole exception of the monies the City has agreed to pay the Service Provider pursuant to Section 4 hereof, no action shall be commenced by the Service Provider, any related persons or entities, and/or any of their successors and/or assigns, against the City for monetary damages. In the event any legal action is brought by the City for the enforcement of any of the obligations of the Service Provider in this Agreement and the City is the prevailing party in such action, the City shall also be entitled to recover from the Service Provider interest at the rate of nine percent (9%) per annum and reasonable attorney's fees. Service Provider hereby further waives any and all claims or rights to interest which it claims

it may otherwise be entitled to 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 Service Provider 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 section shall survive any expiration, completion and/or termination of this Agreement.

13. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon thirty (30) days prior written notice to the Service Provider. In the event this Agreement is so terminated, the Service Provider shall be paid for services actually performed, and reimbursable expenses actually incurred prior to termination, except that reimbursement shall not in any event exceed the total amount set forth under Section 4 above. Additionally, in the event this Agreement is so terminated, the Service Provider shall immediately cease the expenditure of any funds paid to the Service Provider by the City and shall refund to the City any unearned or unexpended funds.

14. To the fullest extent permitted by law, Service Provider 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 worker's compensation claims, in any way resulting from or arising out of negligent actions or omissions of the Service Provider in connection herewith, including negligence or omissions or agents of the Service Provider arising out of the performance of this Agreement and/or the Subject Services. 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 section shall survive any expiration, completion and/or termination of this Agreement.

15. The Service Provider shall provide, pay for and maintain in effect, 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 Service Provider shall deliver to the City 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 City.

The Certificate of Insurance which shall include Contractual obligation assumed by the Service Provider under Section 14 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 prorated, 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 \$1,000,000 per occurrence subject to a \$1,000,000 aggregate.
- d. Workers Compensation Insurance. Workers Compensation Insurance in the amounts required under the laws of the State of Illinois.
- e. All said insurance shall be written by, and secured from, companies approved to do business and issue insurance in the State of Illinois and must be rated "A-" or better, in accordance with the latest edition of Best's Insurance Guide, published by AM Best Company, Inc. or its equivalent.

16. 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.

17. Any assignment, delegation or subcontracting shall be subject to all of the terms, conditions and other provisions of this Agreement and the Service Provider shall remain liable to the City with respect to each and every item, condition and other provision hereof to the same extent that the Service Provider 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 which approval may be withheld at the sole discretion of the City.

18. 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 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, or rescission of this Agreement by the City at the City's sole discretion, without liability against the City.

19. The Service Provider shall 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, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, hiring, layoff or termination, rates of pay or other forms of compensation

and selection for training, including apprenticeship. The Service Provider shall take affirmative action to comply with the provisions of Elgin Municipal Code Section 5.02.040 and will require any subcontractor to submit to the City a written commitment to comply with these provisions. The Service Provider shall distribute copies of this commitment to all persons who will participate in recruitment, screening, referral and selection job applicants and perspective subcontractors. The Service Provider 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.

20. The terms of this Agreement shall be severable. In the event any of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.

21. This Agreement and its exhibits 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.

22. 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.

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

24. As a condition precedent of this contract, the Service Provider 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; and
- g. protection against retaliation as provided by Section 6-101 of the Human Rights Act.

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

25. As a condition precedent of this Agreement, the Service Provider shall have in place a written substance abuse prevention program which meets or exceeds the program requirements in the Substance Abuse Prevention Public Works 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 and execution of this Agreement.

26. Appropriations. The fiscal year of the City is the 12 month period ending December 31. The obligations of the City under any agreement for any fiscal year are subject to and contingent upon the appropriation of funds sufficient to discharge the obligations which accrue in that fiscal year and authorization to spend such funds for the purpose of the Agreement.

If, for any fiscal year the term of the Agreement, sufficient funds for the discharge of the City's obligations under the Agreement are not appropriated and authorized, then the Agreement shall terminate as of the last day of the preceding fiscal year, or when such appropriated and authorized funds are exhausted, whichever is later, without liability to the City for damages, penalties or other charges on account of such termination.

27. Notwithstanding any other provision in this Agreement, it is expressly agreed and understood that in connection with the performance of this Agreement the Service Provider 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, the Service Provider hereby certifies, represents and warrants to the City that all of Service Provider'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. Service Provider 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 pursuant to this Agreement. City shall have the right to audit any records in the possession or control of the Service Provider to determine the Service Provider's compliance with the provisions of this section. In the event the City proceeds with such an audit, the Service Provider shall make available to the City the City's relevant records at no cost to the City. Service Provider shall pay any and all costs associated with any such audit. The provisions of this section shall survive any expiration, completion and/or termination of this Agreement.

28. 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:

As to the City:

City of Elgin
150 Dexter Court
Elgin, IL 60120-5555
Attention: City Manager

As to Service Provider:

With a copy to:

City of Elgin
150 Dexter Court
Elgin, IL 60120-5555
Attention: Corporation Counsel

29. This Agreement is and shall be deemed and construed to be a joint and collective work product of the City and the Service Provider and, as such, this Agreement shall not be construed against the other party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, of the terms and provisions contained herein.

30. This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns. This Agreement and the obligations herein may not be assigned by the Service Provider without the express written consent of the City which consent may be withheld at the sole discretion of the City.

31. 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, email, or other electronic means 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, email, or other electronic means shall be considered for these purposes an original signature and shall have the same legal effect as an original signature.

IN WITNESS WHEREOF, the undersigned have entered into executed this Agreement on the date and year first written above.

CITY OF ELGIN:

[SERVICE PROVIDER]

By: _____
City Manager

By: _____
Name/print: _____
Title: _____

Attest:

City Clerk

EXHIBIT A
DESCRIPTION OF SERVICES TO BE PROVIDED BY SERVICE PROVIDER