



REQUESTS FOR PROPOSALS

Strategic Plan

August 29, 2016

LEGAL NOTICE
INVITATION TO SUBMIT PROPOSALS
TO CONDUCT A STRAGETIC PLAN

The Village of Oswego, Illinois, is issuing this Request for Proposals for the purpose of selecting a qualified firm to conduct an update to the Village's Strategic Plan.

A scope of services is included.

Proposals must be submitted no later than 11:00 a.m. on Thursday, September 22, 2016. Firms must submit three (3) completed hard copies and one digital copy in a sealed envelope clearly marked "Proposal for Strategic Plan." All proposals must include all costs in a separate sealed envelope clearly labeled as such. Proposals shall be mailed or hand delivered to:

Tina Touchette
Village Clerk
Village of Oswego
100 Parkers Mill
Oswego IL 60543

Re: Proposal for Strategic Plan

Proposals submitted must include all information and documents as requested in this request for proposals. No oral or electronic proposals, including those sent by facsimile or via email, will be accepted or considered. All proposals received after the submittal time will be rejected and returned unopened. The Village reserves the right to reject any or all proposals and to waive any informality. Proposal packets are available online at www.oswegoil.org or at the Oswego Village Hall, 100 Parkers Mill, Oswego, Illinois.

Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

Questions shall be addressed to:

Christina Burns
Assistant Village Administrator/Human Resource Director
Village of Oswego
100 Parkers Mill
Oswego, IL 60543
cburns@oswegoil.org

SPECIFICATIONS

I. Conditions

1. The firm is responsible for being familiar with all conditions, instructions, and documents governing this contract. Failure to make such preparations shall not excuse the firm from performance of the duties and obligations imposed under the term of this contract.
2. The firm further understands and agrees that if this proposal is accepted, they are to furnish and provide all labor, materials, tools and equipment necessary as specified in this agreement.
3. The firm will not be reimbursed by the Village of Oswego for any costs involved in the preparation and submission of the proposal.
4. The Village of Oswego is exempt from State and Federal taxes. Proposals shall not include any taxes or fees.
5. Prospective firms shall not contact any employee, official or board member, on matters relating to this request for proposals, except as indicated herein.
6. Proposals shall be considered firm and valid for at least 90 days following submittal deadline.

II. Background

The Village of Oswego was first settled in 1833 and formally incorporated in 1852. The Village of Oswego is located approximately 50 miles Southwest of Chicago in the northeast corner of Kendall County. It is located at the border of three of the “collar counties”. This region is recognized as one of the fastest growing regions in Illinois and the Midwest. This is clearly evident in Oswego. The village population reached 30,355 with the 2010 decennial census. The community has experienced massive growth over the last 20 years. The population increased by 244 percent between 1990 and 2000, and had increased again by 128 percent by 2010. This rapid growth changed Oswego from a small rural town to a vibrant, regional economic hub with a projected population of 69,155 by 2040. Oswego is in a unique position to take advantage of further development, with a desire to maintain the heart and soul of the community. The Village is in need of an innovative strategic plan to act as a guiding force through this upcoming period of rapid expansion.

The community consists of three major retail clusters located along US Route 34, Orchard Road, and Route 71. As the community continues to grow, future retail clusters will be located along Route 30, Wolf Road, and downtown. The Village has a high average household income of almost \$100,000, which continues to drive the strong economic performance in these clusters.

Oswego previously implemented a five year strategic plan in 2012 that is set to expire in 2017. The current plan outlines the goals and objectives of the Village and includes specific tasks to achieve success. The strategic plan also laid out the Village’s vision for 2017. The new strategic plan will not only build upon the previous plan, but also expand to become a living document that has the ability to adapt to changes over the life of the plan.

The Village is currently undergoing a number of major projects including the possible implementation of a TIF district in the downtown and the construction of a new \$30 million police facility. The Village is also working to bring Metra services to Oswego.

III. Purpose

The purpose of this RFP is to create a new strategic plan for the Village of Oswego that will help to shape the long and short term goals of the municipality over the next five years.

IV. Scope of Work

Using a five-year time horizon, the Strategic Plan should incorporate the mission, vision, and goals of the Village. Based on these components, strategies necessary to implement the goals should be identified and prioritized. The development of the strategic plan should involve extensive engagement with members of the Village Board and leadership staff; community input is already being gathered through a community survey and an ongoing marketing/regional positioning study. The Village anticipates a continued relationship with the strategic plan facilitator in order to provide implementation support and accountability for progress on the strategic plan through semi-annual meetings.

It is important to note that the Village is looking for an innovative, forward thinking strategy to approaching this project. The Village of Oswego has experienced great change over the last few decades and is in need of fresh thinking to fully guide and take advantage of the future growth that is to come. The plan should go far beyond a simple task list and should act as both a catalyst and also as a guiding force to the future.

In addition to being a tool to guide the actions and goals of Village staff, the new strategic plan should also act as an effective communication tool. It should have the ability to communicate not only the day to day priorities to Village staff and the community, but to also to communicate the overarching goals and vision of the Village.

V. Proposal Format

Proposals should follow the Request for Proposals format provided below. Please include a Table of Contents at the beginning of the proposal clearly outlining the contents of each section. Please provide the following sections, as a minimum:

- a. Cover Letter signed by an individual authorized to bind the proposing entity. The cover letter should include a statement of professional qualifications, an interest in providing professional services in connection with the proposed project and the official name and address of the company submitting the proposal. (1 page maximum)
- b. A description of the firm's qualifications, including description of previous similar strategic planning engagements or unique qualifications (2 pages maximum)
- c. A proposed strategic planning process, including timeline (beginning date, interim steps and end date), required resources (stakeholders, data, etc.) and key project milestones. This section will be subject to further discussion and clarification during the selection process and with the selected vendor (5 pages maximum)

- d. Qualifications for all professional staff members, including subcontractors, who will work on the strategic plan, including specific areas of responsibility and qualifications and experience in those specializations. (5 pages maximum)
- e. A list of references for similar projects completed in the past five years including names of contact persons and telephone numbers, description of services provided, start date and end date of contract (if applicable)
- f. Signed Appendix A and B (found in this document)
- g. Included in a separate document: A project budget that includes a not-to-exceed cost for professional services to complete strategic planning facilitation and final report, including a breakdown of costs for specific portions of the project and services included as outlined in the above Scope of Work. The budget shall also include any limitations to the scope of work. Ongoing costs for implementation support shall be included in addition to the pricing above. Pricing for implementation support shall be at an hourly or per meeting rate.
- h. The pricing document should also include any potential work not defined within the proposed scope of services, or which has not been mentioned in this RFP, along with a suggested basis for payment, should those services be necessary or elected by the Village.

Please note that all proposals must be signed by a duly authorized official representing the vendor.

Only written communication from the Village may be considered binding. The Village reserves the right to terminate the selection process at any time and to reject any or all Proposals. The contract will be awarded to the vendor whose overall Proposal best meets the requirements of the Village.

The Village shall not be responsible for any pre-contract costs incurred by interested vendors participating in the selection process.

The contents of each vendor's proposal shall remain valid for a minimum of 90 calendar days from the proposal due date.

Please note that all contracts are subject to negotiation.

The Village of Oswego will require the vendor selected to agree to include the contents of this Request for Proposals and all representations, warranties, and commitments in the proposal and related correspondences as contractual obligations when developing final written contracts.

VI. Proposal Evaluation

Proposals will be evaluated based on the following criteria:

- Strategic planning facilitation approach, with consideration given to innovative approaches that fit the Village's needs
- Qualifications, background and prior experience in conducting similar analysis
- Firm's ability to meet schedule and results achieved with similar projects
- Cost

VII. Municipality Responsibilities

The Village of Oswego will provide the consultant with access to Village Board, staff, and any materials pertinent to the creation of the strategic plan.

VIII. Miscellaneous

General Instructions

All questions should be directed to Christina Burns, Assistant Village Administrator, by email to cburns@oswegoil.org, no later than 9 a.m. September 9, 2016. Questions received after this deadline will not be accepted.

Answers to Submitted Questions

Answers to submitted questions will be published on the Village's website no later than September 15, 2016, at www.oswegoil.org/business-and-development/bids-and-rfps.aspx.

Proposals Due

Three (3) original and one (1) electronic version on a CD or USB flash drive in Word or PDF format and one (1) separate sealed cost proposal must be received no later than 11 a.m. September 22, 2016 addressed to

Tina Touchette
Village Clerk
100 Parkers Mill
Oswego, IL 60543

Requests for extension of the submission date will not be granted unless deemed in the best interests of the Village. Vendors submitting proposals should allow for normal mail or delivery time to ensure timely receipt of their proposal.

Any proposal received after the stated closing time will be returned unopened. If proposals are sent by mail or other carrier (UPS, FedEx, etc.) to the Village Clerk's Office, the vendor shall be responsible for actual delivery of the proposal to the Village Clerk's Office before the stated closing time. If mail or carrier service is delayed beyond the date and hour set for the closing time, proposals thus delayed will not be considered and will be returned unopened.

Fax or email proposal submittals will not be accepted.

General Process and Schedule

Estimated Selection Process Steps	Date(s)
Release of Request for Proposals (RFP)	August 29, 2016
Proposals Due	September 22, 2016, 11 a.m.
Finalist interviews (if needed)	October 4-6, 2016 (tentative)
Estimated Village Board Approval	October 18, 2016
Estimated Engagement start/Project Kickoff Meeting	October 24, 2016
Final Strategic Plan Approval	January 2016

IX. Contract

The Village reserves the right to make an award without further discussion of the proposal submitted or to not make any award. The proposal should be submitted initially on the most favorable terms the firm can propose. The firm shall enter into a written contract, which shall be submitted to the Corporate Authorities of the Village for approval. Final acceptance of the proposal shall only be complete under Corporate Authorities acceptance of a contract executed by the firm.

Consultant should be prepared to accept a Professional Services Agreement resulting from this RFP. It is understood that the proposal will become a part of the official file on this matter without obligation to the Village. Firms should carefully review the attached sample agreement in Exhibit A to determine the stated requirements and terms.

APPENDIX A
CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by the Village without further negotiation at any time within the 90-day period.
2. In preparing this proposal, I/we have not been assisted by any current or former employee of the Village whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
3. I understand that the Village will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals will become the property of the Village, and I/we claim no proprietary right to the ideas, writings, items, or samples.
4. I/we warrant that, in connection with this procurement:
 - a. The price and/or cost data have been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competition.
 - b. Unless otherwise required by law, the prices and/or cost data which have been submitted have not knowingly been disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other competitor.
 - c. No attempt has been made or will be made by the Consultant to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Consultant

Signature _____ Date

Title _____

**APPENDIX B
NON-COLLUSION
CERTIFICATE**

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

(Printed Name of Contractor)

Address

City

State

Zip Code

Signature of Authorized Representative

Title

Date

**EXHIBIT A
DRAFT PROFESSIONAL SERVICES
AGREEMENT**

I. PARTIES

1. Village of Oswego
100 Parkers Mill
Oswego, Illinois 60543

2. _____ (the "Consultant")

Type of Entity

Name _____

Tax Identification No. _____

Address _____

Signature _____

Title _____

**II.
TERM:**

The term of this Agreement shall be from approval of the contract by the Village Board through the implementation plan outlined in the proposal, unless sooner terminated pursuant to the provisions of this Agreement.

III. PAYMENT

The Village of Oswego shall pay Consultant for services rendered in accordance with the Local Government Prompt Payment Act.

IV. CONTRACT PROPOSAL; SCOPE OF SERVICES

Attached are the Proposal documents which have been completed, signed and executed, and which shall serve as addendums to this Professional Services Agreement, each of which are expressly incorporated as though fully set forth herein. The Consultant represents and warrants that it/he/she has the skills and knowledge necessary to conduct the services provided for in the Proposal, as attached, and understands that the municipalities are relying on such representation. Consultant further understands and agrees the Proposal is an integral part of this Professional Services Agreement and that it may not be modified or altered except in a manner provided by this Professional Services Agreement

V. LICENSES, PERMITS AND SUBSTITUTION OF PERSONNEL

Consultant agrees and warrants that it/he/she has procured all licenses, permits or like permission required by law to conduct or engage in the services provided for in this Professional Services Agreement; that it/he/she will procure all additional licenses, permits or like permission hereafter required by law during the term of this Professional Services Agreement; and that it/he/she will keep same in full force and effect during the term of this Professional Services Agreement. Consultant will file with the Village a current copy of each applicable license, permit or like permission then in effect. Upon the expiration of each permit or license, the Consultant shall seasonably file copies of the renewal or replacement permit or license.

It is the responsibility of the Consultant to notify the Village of Oswego, and receive its permission, prior to providing any personnel or replacement personnel. Notification and consent is required for any additional Consultant personnel or replacement personnel involved in the contracted work.

VI. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the relationship of Consultant to the municipalities arising out of this Professional Services Agreement shall be that of independent contractor. It is understood that Consultant or its/his/her staff and employees are not employees of the Village of Montgomery, Village of Oswego or United City of Yorkville, and, therefore, are not entitled to any benefits provided employees of the municipalities. It is further understood by the Consultant that it/he/she or its/his/her staff will not be covered under provisions of the workers' compensation insurance of the municipalities and that any injury or property damage on the job will be the Consultant's sole responsibility and not that of the municipalities. Also, it is understood that the Consultant or its/his/her staff is not protected as an employee or as a person acting as an employee under the provisions of the public liability insurance of the municipalities and, therefore, will be solely responsible for its/their own actions. The hiring of additional personnel shall be the responsibility of the Consultant, subject to the conditions described in Section V. The Consultant agrees that no additional personnel will be so hired unless workers' compensation insurance is purchased to cover said personnel and evidence of such workers' compensation coverage is given to the Village of Oswego before said personnel is used by Consultant. It is further agreed that the Consultant will not be covered under Social Security, federal income withholding or state income tax but that the municipalities will meet their legal obligations to report payments made to the Consultant on a Form 1099 and will comply with all Federal, State and local rules and regulations. The Consultant warrants to comply with any federal, state or local laws, regulations, court orders or rules related to non-discrimination in employment.

VII. LIABILITY INSURANCE AND INDEMNIFICATION

The municipalities assume no liability for actions of the Consultant, Consultant's directors, officers, owners, employees, agents or any other person acting on or purporting to act on behalf of Consultant (the "Consultant Group") under this Professional Services Agreement. Consultant agrees fully to indemnify and hold harmless the Village of Montgomery, Village of Oswego and United City of Yorkville against any and all liability, loss, damage, cost or expenses, including attorneys' fees, which the municipality may sustain, incur or be required to pay as a result of any and all wrongful or negligent acts of the Consultant Group in the performance of its/his/her services and obligations under this Professional Services Agreement. The foregoing indemnity shall also apply to, but not be limited to, any failure of the Consultant to obtain permission from the Village prior to any personnel or replacement personnel providing services under this Professional Services Agreement.

The Consultant shall maintain workers' compensation insurance on its own behalf and shall fully indemnify and hold harmless the Village of Oswego against any and all liability, loss, damage, cost

or expense which the Village of Oswego may sustain, incur or be required to pay as a result of any and all accidental injuries suffered by the Consultant Group.

It is understood and agreed to by the parties that the Consultant must be required to maintain Commercial General Liability insurance with coverage limits of not less than \$500,000 per occurrence and \$2,000,000 aggregate, and Automobile Liability coverage with limits of not less than \$500,000 per occurrence and \$1,000,000 aggregate, and workers compensation to statutory limits. A Certificate of Liability Insurance naming elected and appointed officials, employees and agents of Village of Montgomery, Village of Oswego and United City of Yorkville as additional insureds shall be attached to this Professional Services Agreement.

VIII. TERMINATION

This Professional Services Agreement may be terminated immediately by, or at the direction of, the Village Board, in the Village Board's sole discretion; and in such an event, Village Board shall cause immediate written notice of such termination to be given to Consultant. In every such event in which the Village Board shall terminate the services of Consultant, Consultant is obligated and agrees to refund to the Village of Oswego all moneys paid to it by the Village of Oswego for services not rendered by said Consultant through the date on which Consultant shall receive notice of termination or the effective date thereof. Further, in the event of such termination, the Consultant shall immediately deliver or return to the Village of Oswego all work product produced by or for the Village of Oswego under this Professional Services Agreement.

IX. NOTICE

Any notices which are required to be given or which may be given under this Professional Services Agreement shall be sent to the parties at the addresses shown in the "Parties" Section of this Professional Services Agreement. Service may be given by any means capable of producing a written confirmation of receipt, excluding e-mail.

X. NON-ASSIGNABILITY

Consultant understands that this Professional Services Agreement is an agreement for the personal services of Consultant or its/his/her employees and that it is made by the Village of Oswego in reliance on Consultant's or its/his/her employees' personnel skill and knowledge in the activity to be conducted, and as represented by Consultant. Accordingly, this Professional Services Agreement is non-assignable by Consultant.

XI. REGULATIONS

A. Compliance. The Consultant warrants that it is familiar with and shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement including without limitation Workers' Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered.

B. Evidence of Compliance. Whenever required, the Consultant or subcontractor shall furnish the Client with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

C. Non-discrimination. Consultant shall comply with all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

At all times Consultant shall remain in compliance with the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act requiring a written sexual harassment policy as defined therein.

D. Drug-Free Workplace: Consultant shall comply with all terms of the Drug Free Workplace Act (30 ILCS 580).

E. Certification. Consultant understands, represents and warrants to the Village that the Consultant is in compliance with all requirements provided by the Acts set forth in this Section XI and that it will remain in compliance for the entirety of the Agreement. A violation of any of the Acts set forth in this Section is cause for the immediate cancellation of the Agreement. However, any forbearance or delay by the Village in canceling this Agreement shall not be considered as, and does not constitute, Village's consent to such violation and a waiver of any rights the Village may have, including without limitation, cancellation of this Agreement.

XII. MISCELLANEOUS

A. This Professional Services Agreement, which includes the Proposal referred to under Section IV, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties in connection therewith. No modification of this Professional Services Agreement shall be effective unless made in writing, signed by both parties hereto and dated after the date hereof.

B. This Professional Services Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any dispute arising hereunder shall be the Circuit Court of the Twenty Third Judicial Circuit, Kendall County, Illinois.

C. Each of the parties acknowledges the receipt of good and valuable consideration for its/his/her respective agreements contained in this Professional Services Agreement.

D. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have hereunto executed or caused to be executed this Professional Services Agreement as of the _____ day of _____, 2016.

VILLAGE OF OSWEGO

By: _____
Gail Johnson, Village President

ATTEST:

Tina Touchette, Village Clerk

CONSULTANT

By: _____
Signature

Title

Firm or Name of Individual