REQUEST FOR PROPOSAL

FOR COMPREHENSIVE PLANNING SERVICES

FOR

THE VILLAGE

OF WILLOWBROOK

Advertised: September 12, 2022

Due: October 11, 2022, 11:00 a.m.
LEGAL NOTICE

Official notice is hereby given that separate sealed proposals will be received at Village Hall, Village of Willowbrook, 835 Midway Drive, Willowbrook, IL 60527 until 11:00 a.m. local time on October 11, 2022, and then at said office publicly opened and read aloud for the following:

RFP NO: 006

RFP ON: COMPREHENSIVE PLANNING SERVICES

The Village of Willowbrook seeks assistance from a highly qualified firm to provide comprehensive planning services for the Village of Willowbrook as described in this Request for Proposal (RFP). Sealed proposals must be received at Village Hall, 835 Midway Drive, Willowbrook, IL, before October 11, 2022 at 11:00 a.m., per the requirements stated in the RFP. No late, faxed, or electronic proposals will be accepted.

The Village of Willowbrook reserves the right to reject or accept any or all proposals and to waive any informalities as deemed in the best interest of the Village.

Questions pertaining to the project may be directed to Alex Arteaga aarteaga@willowbrook.il.us no later than September 27, 2022, by 5:00 p.m.

Alex Arteaga
Assistant to the Assistant Village Administrator
Village of Willowbrook
**SUMMARY PROPOSAL HOURS & FEES**

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<tr>
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<th>Hours</th>
<th>Fees</th>
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<tr>
<td>Develop Comprehensive Plan</td>
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<tr>
<td>Sub-Area Plans for:</td>
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<tr>
<td>Plainfield Rd &amp; Kingery Highway Corridor</td>
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<td>M-1 District</td>
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<td>TIF - Quincy St/Executive Dr/Madison St</td>
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<td>Stratford Green Unincorporated Area</td>
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<td>Timberlake Unincorporated Area</td>
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<td><strong>Total</strong></td>
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TOTAL PROPOSAL FEES AMOUNT IN WORDS: ________________________________
SUBMISSION INFORMATION

Village of Willowbrook
835 Midway Dr
Willowbrook, IL 60527

INVITATION: #006

BID OPENING DATE: October 11, 2022

TIME: 11:00 A.M. Local Time

LOCATION: Village Hall

COPIES: One (1) original, three (3) copies, and one (1) electronic (USB or compact disc)

REQUEST FOR PROPOSAL INFORMATION

Company Name: ________________________________
Address: ______________________________________
City, State, Zip Code: __________________________

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: _____% _____ DAYS

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items below (Exhibit A), subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this proposal document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: ________________________ Company Name: ________________________

Typed/Printed Name: ________________________ Date: ________________________

Title: ________________________ Telephone Number: ________________________

E-mail: ________________________ Fax Number: ________________________
1. GENERAL AND BACKGROUND INFORMATION – VILLAGE OF WILLOWBROOK

The Village of Willowbrook, hereafter referred to as the “Village”, is a home-rule, AAA bond-rated municipality located in west-suburban DuPage County, approximately 25 miles west of downtown Chicago. The Village was founded in 1960 and has become a desirable community with great accessibility, high-quality schools and parks, a strong commercial sector, and a vibrant and community-minded residential base. O’Hare and Midway airports are a short distance away, and the nearby rail line transports commuters into Downtown Chicago in as short as 20 minutes. Willowbrook’s attractive location allows companies to serve local, national, and international markets from a stable Midwestern base. The Village’s accessibility and superior transportation linkages make Willowbrook an attractive place to live and work.

The Village employs 47 full-time equivalent employees and includes a strong network of community volunteers serving on many Boards and Commissions. Willowbrook operates under the Mayor Trustee form of government. The Mayor and six Trustees are all elected on an at-large basis. A professional Village Administrator oversees the day-to-day operations of the Village.

The Village has several distinct commercial areas that provide goods and services to the Village’s residents and the surrounding communities. The Willowbrook Town Center acts as the Village’s main commercial corridor, providing many shopping and dining options to residents and visitors. Additionally, as of April 25, 2022, the Village of Willowbrook created a TIF district that incorporates properties and rights of way located in the Village of Willowbrook generally bounded by Illinois Route 83 (Kingery Highway) to the west, 72nd Court to the north, Soper Road and Madison Street to the east and the I-55 Expressway to the south.

The community is provided great recreational opportunities by the Willowbrook Parks & Recreation Department and Burr Ridge Park District. Great educational opportunities are provided by both public and private schools around the community. The Village municipal neighbors include Burr Ridge and portions of unincorporated DuPage County to the south, Darien and Westmont to the west, Clarendon Hills and Burr Ridge to the north, and Burr Ridge to the east.

Economic development and the health of the Village’s commercial areas is vital to the economic stability of our Village. Changes in technology have dramatically changed shopping habits of Village residents, visitors, and workers, and has had a significant impact on the Village’s various commercial districts. Because of this, a new comprehensive plan that addresses these changes by ensuring convenient access to goods and services, prompting activity and space that enhance the Village’s community and character, and preparing the Village for the economy of the future is needed.

The Village has not undertaken a major update of its Comprehensive Plan since 1993. Considering the evolution and future priorities for our Village, this project has been deemed necessary to guide future Village development and transition.
2. INTENT

It is the intent of the Village to enter into an agreement with a reputable firm ("Contractor") to provide any or all of the following services:

- Facilitate and guide the Village through the Comprehensive Plan review process resulting in a New Comprehensive Plan to guide the Village’s land use decisions for at least the next fifteen (15) years

3. PROPOSAL PRICE

Respondent contractors are encouraged to remit proposals for services included in the Scope of Work outlined above. Please provide a fee proposal as structured on page 3 of this RFP consistent with those service(s) for which you intend to submit a proposal. Proposal submissions that fail to include pricing for each service(s) included within their bid shall be considered incomplete and will be rejected without any further consideration. The Contractor may include an alternative solution to the fee structure on page 3 of this RFP, but must provide a completed copy of page 3 of this RFP.

4. AWARD

Award will be made to the Contractor who is best qualified to perform in accordance with the terms and conditions of the specifications including the evaluation criteria specified herein for each group. The Village reserves the right to award the bid in part, or in whole, or not award any portion of the bid, whatever is deemed to be in the best interest of the Village. The Village further reserves the right to reject any or all proposals.

5. TERM OF AGREEMENT

Services are expected to begin January 2023 and be completed by December 2023.

6. SPECIFICATIONS

See pages 19-22

7. INVOICES AND PAYMENTS

The Contractor shall submit invoices to the Village detailing the services provided directly to the Village. All services shall be invoiced based on unit pricing and quantities used. The Village shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Village. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Village of Willowbrook
835 Midway Dr.
Willowbrook, IL 60527
8. **CALENDAR OF EVENTS/TENTATIVE AND SUBJECT TO CHANGE**

<table>
<thead>
<tr>
<th>DATE</th>
<th>ACTIVITY</th>
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<tr>
<td>September 12, 2022</td>
<td>Request for Proposals are advertised on the Village website.</td>
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<tr>
<td>September 27, 2022</td>
<td>Last day to submit questions and requests for clarification.</td>
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<tr>
<td>October 11, 2022</td>
<td><strong>Deadline for Proposal Submission.</strong> Proposals received after the date and time identified will be returned unopened. Submit One (1) original, three (3) copies, and one (1) electronic (USB or compact disc) copy of the complete/signed proposal by October 11, 2022 before 11:00 A.M. CST, to: Village of Willowbrook 835 Midway Dr, Willowbrook IL 60527 RFP # 006 RFP ON: COMPREHENSIVE PLANNING SERVICES</td>
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<tr>
<td>October 17-21</td>
<td>Respondent Contractor Interviews</td>
</tr>
<tr>
<td>November 14, 2022</td>
<td>Potential Approval of Firm by Willowbrook Board of Trustees</td>
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<tr>
<td>January 1, 2023</td>
<td>Project Start Date</td>
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9. **ADDITIONAL INFORMATION**

Should the Contractor require additional information about this request for proposal, submit questions via email to: aarteaga@willowbrook.il.us. Questions are required no later than 5:00 P.M. on September 27, 2022.

ANY and ALL changes to these specifications are valid only if they are included by written addendum. No interpretation of the meaning of the scope of work will be made orally. Failure of any Contractor to receive any such addendum or interpretation shall not relieve the Contractor from any obligation under this proposal as submitted. All addenda so issued shall become part of the proposal documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Contractor to improperly submit a proposal.

The Village recognizes that in some cases the information conveyed in this RFP may provide an insufficient basis for performing a complete analysis of the RFP requirements. Prospective Contractors are therefore requested to make the best possible use of the information provided, without the expectation that the Village will be able to answer every request for further information, or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.
INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

1. ADDITIONAL INFORMATION

A. Definition: The Request for Proposals (RFP) process is a method of procurement permitting discussions with responsible contractors and revisions to proposals prior to award of a contract. Proposals will be opened and evaluated in private. Award will be based on the criteria set forth herein.

B. Examination of Documents: Prior to submitting a proposal, Contractors are advised to carefully examine the contract documents, project scope and work tasks to be accomplished, specifications, insurance requirements and required affidavits; becoming thoroughly familiar with all conditions, instructions and specifications governing this proposal. If a proposal is accepted, the Contractor shall be responsible for, and the Village will make no allowance for, any errors in the proposal resulting from the Contractors failure or neglect to comply with these instructions.

C. Form of Proposal: Proposals shall be made in accordance with these instructions. Proposals shall be submitted on the forms provided by the Village. Additional information, as requested by the Village, shall be submitted in accordance with instructions contained within these documents. Failure to execute proposals as required may, at the sole discretion of the Village, be cause for rejection.

D. Execution of Proposal: Proposals shall be signed by an authorized officer or Manager of the Contractor. If the Contractor is a corporation, the proposal shall bear the name of the corporation, and be signed by the president and secretary of the corporation. Should the proposal be signed by an officer(s) other than the president and secretary of the corporation, the proposal must be accompanied by an affidavit authorizing such officer(s) to bind the corporation.

E. Incurred Costs: The Village will not be liable in any way for any costs incurred by Contractor in replying to this Request for Proposal.

2. SUBMISSION OF PROPOSAL

All proposals shall be submitted in a sealed envelope to the Village Administrator’s Office, Village of Willowbrook, 835 Midway Dr, Illinois, 60527, by the specified closing time for receipt of the proposals. The sealed envelope shall carry the following information on the face: Contractor’s name, address, subject matter of the proposal, proposal number, and date and hour designated for the closing of receipt of proposals as shown in the notice.

Where proposals are sent by mail or courier service, the Contractor shall be responsible for their delivery to the Village Administrator’s Office prior to the designated date and hour for opening. If delivery is delayed beyond the date and hour set for the opening, proposals thus delayed will not be considered and will be returned unopened.
The Village will not accept proposals transmitted by facsimile (fax) or e-mail.

The Village shall not be held responsible for the premature opening or non-opening of a proposal not properly addressed and identified in accordance with these instructions, except as otherwise provided by law.

3. **WITHDRAWL OF PROPOSAL**

Proposals may be withdrawn before the time designated for the closing of receipt of proposals by written request. However, no proposal shall be withdrawn within the ninety (90) calendar day period after the time set for the closing. Contractors withdrawing their proposal prior to the time and date set for closing of receipt of proposals may still submit another proposal if done in accordance with these instructions.

4. **EVALUATION PROCESS**

The Village will apply the evaluation criteria specified herein in determining the Contractor deemed to be the most advantageous and best qualified to perform in accordance with the terms and conditions of the Agreement.

A. The Village receive written proposals as follows: One (1) original, three (3) copies, and one (1) electronic (USB or compact disc) copy of the Proposal shall be submitted. The proposals should include the resume of the firm, location of the firm, references from past and present clients, descriptions of projects of similar scope and experience, the names and background of project personnel and any other submittals requested within the proposal document.

B. The Village will review and evaluate the proposals based on the established selection criteria and a comparison of all proposals. If necessary, the Village may request a meeting with one or more offerors to clarify and/or expand on the Proposal. In accordance with the requirements of the Proposal, the Village may negotiate terms, conditions, and fees with one or more offerors.

   a. All offerors are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Village require no clarification and/or supplementary information, such proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which offerors are capable of offering to the Village.

   b. The Village may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Village shall not disclose any information derived from one Proposal to any other offeror. The Village reserve the right to request the offeror to provide additional information during this process.

During discussions, the offeror shall be prepared to cover the following topics:

   i. The specific services to be provided;
ii. Qualifications of the offeror, including work on projects of similar scope and experience, the background of project personnel, etc., and;

iii. The working relationship to be established between the Village and the Contractor, including, but not limited to, what each party should expect from the other.

c. The Village reserves the right to negotiate specifications, terms, and conditions that may be necessary or appropriate to accomplish the purpose of this RFP. The Village may require the RFP and the offeror’s entire Proposal to be made an integral part of the resulting contract. This implies that the Village will hold all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations as contractually binding on the successful offeror. When the Village determines an offeror’s Proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its Proposal.

C. The Village will select the Proposal, which appears to be the most advantageous based on the ability to meet the criteria. The Village’s municipal manager/administrator or board of trustees/city council, as the case may be, will have the right to execute an agreement with the Contractor who is deemed to be the most advantageous and who is best qualified to perform in accordance with the terms and conditions of the Agreement. The Village reserve the right to reject any or all bids.

5. EVALUATION CONSIDERATION

A. Responsiveness with Request for Proposals
   This evaluation refers to the adherence to all conditions and requirements of the Request for Proposal.

B. Required Submittals
   Qualified firms interested in providing the services described are invited to submit a complete Proposal for consideration. The Proposal shall address the items listed below. Failure to provide all requested items may be sufficient cause for the non-acceptance of the Proposal.

   The Contractor may provide information in addition to the information requested; however, the additional information shall be placed at the end of the Contractor's submittal in a section separated from the remainder of the Proposal.

C. Acceptability of Proposals
   This refers to the adherence to all conditions and requirements of the Request for Proposals. The offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

   i. Acceptable;
   ii. Unacceptable
<table>
<thead>
<tr>
<th>Grading Criteria Value</th>
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<tbody>
<tr>
<td>1. Services Provided</td>
</tr>
<tr>
<td>2. Qualifications and Experience of Firm</td>
</tr>
<tr>
<td>3. References of Firm</td>
</tr>
<tr>
<td>4. Proposal Pricing</td>
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1. **Services Provided**

Rating will be based on an assessment of the Contractors’ knowledge and understanding of the scope of services and familiarity with the specifications. Provide a narrative demonstrating the exact type and nature of the proposed services and how your firm will accomplish the objectives of the project as outlined in the specifications. This would include the backup plan in the event of an employee’s absence. The Village Proposal Review Team will evaluate the completeness and reasonableness of the Contractors proposed plan for completing the proposed services. Finally, the Team shall evaluate the Contractors submission of proposed methodologies for meeting the requirements of this proposal.

2. **Qualifications and Experience of Firm**

Provide a narrative describing the role of and introducing each key individuals or department in your firm’s organization that will be actively involved in the performance of the services requested herein. Provide an organization chart showing functional relationships between the Contractor, sub-contractors (if any), and the Village. Show the lines of communication, authority and assigned responsibility.

The firm shall have a minimum of five (5) years of experience with projects of similar size and scope. The Contractor shall describe experience on all projects and contracts of similar size and scope, including scope, tasks performed, and related information. In documenting experience, the firm should specifically describe significant implementation challenges and the implemented solutions.

Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of projects and outstanding performance on previous projects. Little or no experience on the type of project will receive fewer points.

3. **References of the Firm**

Please provide a list of all similar projects completed since January 1, 2017. The Contractor shall furnish at a minimum, five (5) project references with contact names, titles, telephone numbers, e-mail and mailing addresses. The Contractor shall also include the name of the project manager/lead that was responsible for each of the referenced clients.
Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of projects/contracts and outstanding performance on previous projects. Little or no experience on this type of project will receive fewer points.

4. **Proposal Pricing**

This refers to the rate of pay for the various daily, weekly, monthly, quarterly, and annual services combined with total number of labor hours.
GENERAL TERMS AND CONDITIONS

1. CONTRACTOR QUALIFICATIONS

All Contractors must be qualified Consultants and demonstrate the capability to provide services required in accordance with the proposal specifications. Proposals shall be evaluated using the aforementioned Evaluation Considerations. Firms meeting the mandatory criteria will have their proposals evaluated for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process (not listed in order of priority):

- Services Provided
- Qualifications and Experience of Firm
- References of the Firm
- Proposal Pricing

2. ADDITIONS/DELETIONS

The volumes identified herein are estimated quantities. The Village does not guarantee any specific quantities and shall not be held responsible for any deviation. This contract shall cover the Village requirements whether more or less than the estimated amount.

The Village reserves the right to increase and/or decrease quantities, increase/decrease locations and add a Municipality during the term of the Agreement, whatever is deemed to be in the best interest of the Village. Any new product’s price will be subsequently negotiated with the winning Contractor(s).

In the event awarded Contractor(s) is unavailable, the Village reserves the right to use whatever Contractor is available to minimize and/or mitigate the damages to the Village.

3. DOCUMENT OBTAINED FROM OTHER SOURCES

The Village of Willowbrook is the only official source for proposal packages and supporting materials. Registration with the Village is the only way to ensure Contractors receive all addenda and other notices concerning this project. The Village cannot ensure that Contractors who obtain proposal packages from sources other than the Village will receive addenda and other notices. All Contractors are advised that proposals that do not conform to the requirements of this proposal package, including compliance with and attachment of all addenda and other notices, may, at the Village’s discretion, be rejected as non-responsive and/or their proposal disqualified. In such cases, the Village will NOT re-release the project absent extraordinary circumstances.

4. CONTACT WITH VILLAGE PERSONNEL

All Contractors are prohibited from making any contact with the Village’s Administrator, Trustees, or any other official or employee of the Village with regard to the request for proposals, other than in the manner and to the person(s) designated herein. The Village Administrator reserves the right to disqualify any Contractor found to have contacted Village Personnel in any manner with regard to the request for proposals. Additionally, if the Village
Administrator determines that the contact with Village Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State’s Attorney for review and prosecution.

5. **DISCLOSURE OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST**

The Village's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the Village requires all Offerors including owners or employees to investigate whether a potential or actual conflict of interest exists between the Offeror and any Village, their officials, and/or employees. If the Offeror discovers a potential or actual conflict of interest, the Offeror must disclose the conflict of interest in its proposal, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Offeror from consideration. Information provided by Offerors in this regard will allow the Village to take appropriate measures to ensure the fairness of the proposal process.

The Village requires all Offerors to submit a certification, enclosed with this proposal packet, that the Offeror has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a proposal, all Offerors acknowledge and accept that if any Village discovers an undisclosed potential or actual conflict of interest, that Village may disqualify the Offeror and/or refer the matter to the appropriate authorities for investigation and prosecution.

6. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail or apparent omission from a detailed description concerning any portion of this request for proposals shall be interpreted as meaning that only the best practice shall prevail.

7. **HOLD HARMLESS**

The CONTRACTOR shall indemnify, defend, and hold harmless the Village and the Village’s elected and appointed officials, employees, agents, and representatives from all claims, liabilities, losses, damages, demands, penalties, causes of action, costs, and expenses, including court costs and reasonable attorneys’ fees, which may arise or which may have been alleged to have arisen out of, or in connection with, the Contractor’s performance of the Services. The obligations of the Contractor under this Section 11 shall not be limited by any applicable insurance required of the Contractor. Notwithstanding any other contrary provision contained herein, the Contractor’s obligations under this Section 11 shall survive the expiration or termination of this Agreement.

8. **RESERVATION OF RIGHTS**

The Village reserves the right to accept the Proposal that is, in their judgment, the best and most favorable to the interests of the Village and the public; to reject the low Price Proposal; to
accept any item to any Proposal; to reject any and all Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Proposals when to do so would not, in the Village’s opinion, prejudice the proposal process or create any improper advantage to any Contractor; and to waive irregularities and informalities in the proposal process or in any Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Contractors should not rely upon, or anticipate, such waivers in submitting the Proposals. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the proposals.

9. **CHANGE IN STATUS**

The successful Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change in greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its agreement with the Contractor immediately on written notice based on any such change in status.

10. **SUBCONTRACTORS**

If the Contractor intends on subcontracting out all or any portion of the engagement, the Contractor must identify any subcontractors on the attached form. Verify that all subcontractors have completed a pre-employment background check.

11. **PRECEDENCE**

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village’s Project Specifications; The Request for Proposals General Terms & Conditions and Special Terms & Conditions, and the successful Contractor’s Proposal Response.

12. **JURISDICTION, VENUE, CHOICE OF LAW**

This agreement has been made in and shall be construed and enforced in accordance with the laws of the State of Illinois. The parties agree that the sole jurisdiction and venue for any action arising hereunder will be the Circuit Court of DuPage County, Illinois.

13. **NON-ENFORCEMENT BY THE VILLAGE**

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Village, on any one or more occasions, to insist on the Contractor’s performance or to seek the Contractor’s compliance with any one or more of said terms or conditions.

14. **INDEPENDENT CONTRACTOR**

The Contractor is an independent Contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Village.
Employees or Divisions of the contractor may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Village. However, in either case, the Village retains the right to approve or reject personnel assigned or their replacements.

Contractors and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the Village, which retains the right to approve or reject replacements.

Other personnel may be changed at the discretion of the Contractor provided that replacements have substantially the same or better qualifications or experience.

15. TERMINATION

The Village reserves the right to terminate their respective portion of their agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the Village for work completed to date in accordance with the terms and conditions of their agreement. In the event that an agreement is terminated due to Contractor’s default, the Village shall be entitled to purchase services elsewhere and charge the Contractor with any or all losses incurred, including attorney’s fees and expenses.

16. NON APPROPRIATIONS

The Village reserves the right to terminate the whole or any part of this agreement or to reject proposals, in the event that the Village Board of Trustees does not appropriate sufficient funds for its completion.

17. PROPERTY OF THE VILLAGE

All documents, findings and work product produced as a result of these services shall become the property of the Village.

18. EQUAL EMPLOYMENT OPPORTUNITY

The successful Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Additionally, the Contractor shall comply with any Fair Employment Ordinance that has been adopted by the Village.

19. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

In the event the Contractor’s non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights (“Department”), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
20. **AUDIT/ACCESS TO RECORDS**

A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of contract amendments, change orders) and a copy of the cost summary submitted to the Municipality. The Auditor General, the Municipality, or any government agency or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Contractor will provide facilities for such access and inspection.

B. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.

C. The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns a Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

D. Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

21. **PROTEST PROCEDURE**

The full context of Protest Procedures can be found in the Village of Willowbrook Procurement Policy at. An overview of the procedures are included below.

Any Contractor wishing to file a protest regarding the proposal process may do so by giving written notice to the office of the Village of Willowbrook Village Administrator within three (3) business days of award. This notice should include the title of the requirement, the request for proposal number, the closing date and the nature of the protest.

In the event that the protest cannot be resolved by mutual agreement, the Village Administrator's Office shall refer the protest to the Village Administrator or his/her designee within five (5) business days after the protest meeting with a recommendation, in writing, for resolution of the protest. The Village Administrator may conduct an evidentiary hearing at his or her sole option and may designate a representative to preside at such hearing. The Village Administrator will conduct a review and make an attempt to resolve the issue in a manner amicable to all parties within ten (10) business days after receipt of the recommendation, date of the hearing, or the review, whichever is later.
22. CONFIDENTIALITY

Consideration will be given to requests to maintain confidentiality for certain proprietary or confidential information provided in a proposal. If the Contractor desires to maintain confidentiality for specific information, the pages containing the information should be clearly marked on the proposal as “Proprietary and Confidential.” In no event should all pages of the proposal be so marked. The proposal should include a separate written request clearly evidencing the need for confidentiality. The Village's Purchasing Manager shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the agreement, all responses, documents, and materials submitted by the Contractor pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Village’s Purchasing Manager. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village. Based upon the public nature of these RFP’s, a Contractor must inform the Village, of the exact materials in the offer that the Contractor believes should not be made a part of the public record in accordance with the Illinois Freedom of Information Act.

23. RESPONSIBILITY OF CONTRACTOR

No agreement will be awarded to any person, firm or corporation that is in whole or in part, in an unsatisfactory manner, in any agreement with the Village, or who is a defaulter as to surety or otherwise upon any obligation to the Village.

24. EXCEPTIONS TO SPECIFICATIONS

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled “Exceptions to Specifications”, prepared by the Contractor on its firm’s letterhead, to be attached to and submitted with these documents at the time of submission of the proposal. Each exception must refer to the page number and paragraph to which it pertains. The nature of each exception shall be fully explained. Contractors are cautioned that any exceptions to these specifications may be cause for rejection of the proposal.

Should a Contractor submit a proposal where any exception is not clearly marked, described and explained, the Village will consider the proposal to be in strict compliance with these specifications. If then awarded an agreement, the successful Contractor shall comply with all requirements in accordance with these specifications.

25. NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor(s). This Contract shall not restrict the Village from acquiring similar, equal or like goods and/or services from other entities or sources if deemed to be in the best interest of the Village.

26. COMPETENCY OF CONTRACTOR

If requested in writing by the Village, the Contractor must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.
SPECIFICATIONS

1. INTENT

It is the intent of the Village to enter into an agreement with a reputable firm ("Contractor") to provide any or all of the following services:

- Facilitate and guide the Village through the Comprehensive Plan review process resulting in a New Comprehensive Plan to guide the Village’s land use decisions for at least the next fifteen (15) years

2. PROJECT OBJECTIVES

The Village's project objectives are to:

1. The Comprehensive Plan should be used as a guiding document to develop polices, actions and an implementation plan to guide future development and decision making.
2. Incorporate, at a minimum, the following new elements as either standalone chapters or incorporated into the appropriate existing sections of the new Comprehensive Plan:
   a. Community Wellbeing and Safety
   b. Culture & Educational Activities and Programs
   c. Business and Commerce
   d. Community Character
   e. Institutions – Schools, Places of Worship, Governmental etc.
   f. Parks, Recreation and Open Space
3. Address the impact of the advances in technology that have impacted how Village residents work, live, shop, and play.
4. Develop “Sub-area” Plans for various commercial districts located throughout the Village, including: the Plainfield Rd & Kingery Highway Corridor, M-1 District, TIF - Quincy St/Executive Dr/Madison, Stratford Green Unincorporated Area, and Timberlake Unincorporated Area

3. SCOPE

Provide a typical list of tasks associated with projects of this size and provide a narrative describing the purpose of the task and indicate the following:

1. Approach used to complete the task.
2. Information needed from the Village.
3. Issues to be considered to complete.
4. Staff person(s) who will complete the task.
5. Estimated level of effort in hours broken down by subtasks and each team member’s effort.

The detailed task list should also include, at a minimum, the following:

1. Community Engagement and Public Communication
   a) Stakeholder interviews
   b) Focus groups
c) Online presence including a dedicated website and social media

d) Community forums

e) Outreach activities at community events, festivals, and markets

f) Public meetings

g) Board and commission meetings

h) Attendance at community group meetings

i) Open houses

j) Preference surveys

k) Village print, email, and online communications

While robust public engagement is always important when preparing a Comprehensive Plan, beginning this process during a pandemic provides additional hurdles to engagement. Because of this it will be necessary to engage all stakeholders through a number of remote and in person engagement activities.

With the Village’s input, a list of stakeholders will be created. It will be paramount that the outreach strategy reaches all interested community members and creates a plan that is supported by the community.

2. Board and Commission Involvement

The Comprehensive Plan Steering Committee will be leading the development of the Plan, with support from the Community Development Department and other Village departments as needed. While it is expected that the Respondent will develop and lead the community engagement process, support from the Village Administrator’s Office will be provided as needed.

3. Data Collection and Evaluation

The selected Respondent will collect data, evaluate existing conditions, and review existing Village plans, studies and reports as necessary to develop the plan. In order to properly assess the strengths and weaknesses of the Village’s commercial areas and develop appropriate goals, policies and strategies, a commercial market analysis will most likely be necessary.

4. Sub-Area Plans

A number of factors have impacted the retail success of parts of Willowbrook’s commercial areas. In order to prepare the Village’s commercial areas for the future, closer looks at the following commercial areas will be necessary: the Plainfield Rd & Kingery Highway Corridor, M-1 District, TIF - Quincy St/Executive Dr/Madison, Stratford Green Unincorporated Area, and Timberlake Unincorporated Area. Understanding the needs/desires of the neighborhoods these districts serve, the market reality of meeting those needs/desires, and strategies to encourage the needed/desired outcomes is necessary in developing a plan that the Village can rely on when making future land use decisions.

5. Project Deliverables

The Contractor will:

a. Provide project management.

b. Manage community engagement.
c. Provide regular status reports to the Comprehensive Plan Steering Committee, Village Board, Village staff, and Plan Commission.
d. Coordinate with Village staff.
e. Hold meetings with the Comprehensive Plan Steering Committee, Village Board, Plan Commission, and Village staff to present and discuss study results and drafts.
f. Product a draft and then final report that includes all minimum elements outlined in the specifications, related recommendations, and strategies for implementation.
g. Present a draft and then final report and recommendations to the Comprehensive Plan Steering Committee, Village Board and Plan Commission.
h. Provide a high definition “print ready” electronic copy of the final report and a second copy to be published on the Village’s website with active html links as considered necessary.

6. Relevant Village Plans and Data Sources
   a) Willowbrook Zoning Map (See Appendix A)
   b) Willowbrook Water Map (See Appendix B)
   c) Quincy St/Executive Dr/Madison St TIF Map (See Appendix C)

**STATEMENT OF QUALIFICATIONS**

Provide a detailed statement summarizing your understanding of this project, scope of work to be performed and any items that may require special attention or detail.

In addition, in a concise and narrative form, demonstrate your firm’s specific relevant experience in the performance of similar work on projects on which the proposed project manager has successfully managed similar projects. For all projects referenced, the services must have been performed, or are currently being performed, by the Respondent within the last five (5) years.

The information outlining the services performed or currently being performed shall include, but not be limited to:
   a) Description of services provided by your Firm.
   b) Start and end / projected end dates of services performed.
   c) Contract value (total value of services performed by you and your sub consultant).
   d) Project manager for project.
   e) Key personnel involved in project.
   f) Subcontractors and other entities assisting with project.
   g) Indicate whether said projects were completed on schedule and within budget.
   h) The staff hours of full and part time labor expended in the performance of the contract.

**Technical Approach**

Provide a detailed description of the proposed technical approach to be taken for performance of the required services for each task is the Scope of Work, and a schedule for completion of said tasks, including milestones associated with each task. The schedule shall be developed based on the overall Scope of Work. Factors addressed in your technical approach shall
include, but are not limited to, your proposed methodology and strategy for performing the Work, as well as any specific software or other technology you may employ in the performance of the Work.

**Staff Capabilities (Prime/Sub)**

List the name(s), title(s) and provide detailed resumes of all personnel (including Sub-consultants, if any) who will be assigned to perform the Work requested.

The resumes shall include, but not be limited to, the following:

a) Educational background.
b) Chronological history of employment.
c) Previous work relevant to this assignment.
d) Length of time on the relevant assignments.
e) Relevant licenses and/or certifications.
f) Years of experience in the field related to the tasks for which the individual will be responsible.

**Past Performance (references)**

Provide at least three references for similar Work completed or in process using the Reference Form included herein.

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**DETAILED PROJECT TIMELINE HOURS & FEES**

Indicate the hours required by each team member and their hourly billing rate. Break down all costs by task and labor category and break out reimbursable direct costs separately.

Provide a detailed timeline for each component of work along with the proposed hours and fees. Break down the estimated costs by individual components of your Firm's proposed work plan and by each sub-area plan included herein.

The Village will use the cost break downs to determine which if any components of the proposed Scope of Work may be eliminated for budgetary reasons.

The Village is also looking for the successful respondent to provide an estimated number of meetings, open houses, and outreach activities that will be necessary to create the new Comprehensive Plan.

The estimated hours and cost of a commercial market analysis should be broken out in the proposal if the Respondent believes them necessary for the proper development of the plan.

The estimated hours and cost of the Plainfield Rd & Kingery Highway Corridor, M-1 District, TIF - Quincy St/Executive Dr/Madison, Stratford Green Unincorporated Area, and Timberlake Unincorporated Area sub-area plans should be broken out in the proposal.
SPECIAL TERMS & CONDITIONS

1. INSURANCE

The Contractor shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury arising out of or in connection with any Services under the Agreement, whether such operations or services are by the Contractor or a subcontractor. The minimum limits of liability for this insurance is as follows:

a) $1,000,000 bodily injury and property damage, combined single limit each occurrence
b) $1,000,000 personal and advertising injury;
c) $2,000,000 general aggregate; and
d) $1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

a) When the following box is checked - ☐ any general aggregate limit shall apply per project;
b) Liability arising from premises and operations;
c) Liability arising from the actions of independent Contractors;
d) When the following box is checked - ☐ liability arising from the explosion, collapse and underground hazards;
e) Liability arising from products and completed operations with such coverage to be maintained for two (2) years after termination of the Agreement;
f) Contractual liability including protection for the Contractor from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and

On all Commercial General Liability Insurance policies, the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.
B. BUSINESS AUTO LIABILITY INSURANCE

At least $1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

C. WORKERS’ COMPENSATION INSURANCE

Statutory benefits as required by Illinois law, including Employers’ Liability Insurance with limits of at least $1,000,000 each accident/$1,000,000 each employee disease/$1,000,000 disease policy limit. The minimum employers’ liability limits may be satisfied with a combination of employers’ liability and umbrella excess liability insurance.

D. UMBRELLA EXCESS LIABILITY or EXCESS LIABILITY INSURANCE

Umbrella Excess Liability or Excess Liability insurance with minimum limits of:

   a) $5,000,000 bodily injury and property damage, combined single limit - each occurrence;

   b) $5,000,000 general aggregate other than products/completed operations and auto liability; and

   c) $5,000,000 products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance

   a) Commercial general liability;

   b) Business auto liability; and

   c) Employers’ liability,

The insurance shall follow form with the coverage provisions required for underlying insurance. If the insurance does not follow form, then the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

The Contractor shall not commence services under the Agreement until it has obtained, at its own expense, all required insurance and such insurance has been approved by the Village; nor shall the Contractor allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of the Contractor’s required insurance will be granted only after submission to the Village of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Village via e-mail to aarteaga@willowbrook.il.us.

1. The Contractor shall require all subcontractors to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers’ compensation and employers’ liability insurance to the same extent required of the Contractor in 1.1., 1.2., 1.3. and 1.5. (when required) herein. The Contractor shall
furnish subcontractor’s certificates of insurance to the Village immediately upon the Village’s request.

2. Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement or for which the Contractor may be liable by law or otherwise.

3. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Village, in the Village’s sole discretion.

4. Failure of the Village to receive from Contractor certificates or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Contractor’s obligation to maintain required insurance.

5. By requiring insurance and insurance limits herein, the Village does not represent that coverage and limits will necessarily be adequate to protect Contractor.

6. The Contractor shall advise the Village via email to aarteaga@willowbrook.il.us and by certified mail, return receipt requested, within two (2) business days after Contractor’s receipt of any notice of cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.

7. The Contractor’s and all subcontractor’s insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Village, in their sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Village grants specific prior written approval for an exception.

8. Any deductibles or retentions of $5,000 or greater ($10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Contractor, and are subject to the Village’s prior written approval. Any deductible or retention amounts elected by the Contractor or its subcontractor or imposed by Contractor’s or its subcontractor’s insurer(s) shall be the sole responsibility of Contractor or its subcontractors and are not chargeable to the Village as expenses.

9. If any required insurance purchased by the Contractor or its subcontractors has been issued on a “claims made” basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Contractor or its subcontractor must either:

    a. Agree to provide certificates of insurance to the Village evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the Services under the Agreement, or;
Purchase an extended (minimum two (2) years) reporting period endorsement for each such “claims made” policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the Services under the Agreement.

2. **AFFIDAVITS**

The following affidavits included in these agreement documents must be executed and submitted with the proposal:

- A. References
- B. Disqualification of Certain Contractor
- C. Affidavit/Anti-collusion
- D. Tax Compliance
- E. Identification of Subcontractors
- F. Conflict of Interest Form

3. **NEW PARTS AND MATERIALS**

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the contractor warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

4. **WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT**

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

5. **SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT (820 ILCS 265/1. Et seq.)**

Contractor shall comply with all provisions of 820 ILCS 265/1, et seq. including having in place, and providing to the Village, a written substance abuse program for the prevention of substance abuse among employees PRIOR to commencement of work on a Village project. Contractor shall be responsible for ensuring its substance abuse program meets or exceeds the standards set forth in the Substance Abuse Prevention on Public Works Projects Act. If a collective bargaining agreement is in effect that fulfills the aforementioned requirements, Contractor shall provide the Village with a copy of the relevant sections of said agreement in lieu of the written substance abuse program.
6. **TOXIC SUBSTANCES DISCLOSURES**

All contractors must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.
REFERENCES
List below other organizations (users of similar size and structure to the Village of Willowbrook preferred) for which these or other similar services have been provided since January 1, 2015.

Municipality/Agency: ________________________________________________
Address: ___________________________________________________________
City, State, Zip Code: _______________________________________________
Contact Person/Telephone Number: ____________________________________
Dates of Service/Award Amount: ________________________________________

Municipality/Agency: ________________________________________________
Address: ___________________________________________________________
City, State, Zip Code: _______________________________________________
Contact Person/Telephone Number: ____________________________________
Dates of Service/Award Amount: ________________________________________

Municipality/Agency: ________________________________________________
Address: ___________________________________________________________
City, State, Zip Code: _______________________________________________
Contact Person/Telephone Number: ____________________________________
Dates of Service/Award Amount: ________________________________________

Municipality/Agency: ________________________________________________
Address: ___________________________________________________________
City, State, Zip Code: _______________________________________________
Contact Person/Telephone Number: ____________________________________
Dates of Service/Award Amount: ________________________________________
DISQUALIFICATION OF CERTAIN CONTRACTORS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded an agreement or subagreement, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

A. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
B. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of proposal rigging or attempting to rig proposals as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
C. Has been convicted of proposal rigging or attempting to rig proposals under the laws of the State of Illinois, or any state in the United States;
D. Has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et sig.;
E. Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
F. Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
G. Has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
H. Has entered a plea of nolo contendere to charges of bribery, price fixing, proposal rigging, proposal rotating, or fraud; as set forth in subparagraphs (A) through (F) above

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

By signing this document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

(Signature of Contractor if the Contractor is an Individual)
(Signature of Partner if the Contractor is a Partnership)
(Signature of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this ________ day of ______________________, 2022.

______________________________________
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.
ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

______________________________________, being first duly sworn, deposes and says that he is _________________________________________________

(Partner, Officer, Owner, Etc.)

Of ___________________________________________________.

(Contractor)

The party making the foregoing proposal or proposal, that such proposal is genuine and not collusive, or sham; that said Contractor has not colluded, conspired, connived or agreed, directly or indirectly, with any Contractor or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the proposal price element of said proposal, or of that of any other Contractor, or to secure any advantage against any other Contractor or any person interested in the proposed agreement.

The undersigned certifies that he is not barred from proposing on this contract as a result of a conviction for the violation of State laws prohibiting proposal-rigging or proposal-rotating.

_____________________________________

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this ________ day of ______________________, 2022.

_____________________________________

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.
**TAX COMPLIANCE AFFIDAVIT**

______________________________________, being first duly sworn, deposes and says that he is _________________________________________________

(Partner, Officer, Owner, Etc.)

Of ___________________________________________________.

(Contractor)

The individual or entity making the foregoing proposal or proposal certifies that he is not barred from contracting with the Village because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village to recover all amounts paid to the individual or entity under the agreement in civil action.

______________________________________

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

*The above statements must be subscribed and sworn to before a notary public.*

Subscribed and sworn to this ________ day of ______________________, 2022.

______________________________________

Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*
SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _______________________________________  # of Years in Business: __________
Address: _____________________________________  # Years used by Contractor: _____
Services Provided by Sub-Contractor:
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

Name: _______________________________________  # of Years in Business: __________
Address: _____________________________________  # Years used by Contractor: _____
Services Provided by Sub-Contractor:
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

Name: _______________________________________  # of Years in Business: __________
Address: _____________________________________  # Years used by Contractor: _____
Services Provided by Sub-Contractor:
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

Name: _______________________________________  # of Years in Business: __________
Address: _____________________________________  # Years used by Contractor: _____
Services Provided by Sub-Contractor:
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
CONFLICT OF INTEREST

______________________________________, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the Contractor, its owners and employees and any official or employee of the Village as identified herein.

Contractor further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Contractor has not disclosed any actual or potential conflict of interest, the Village may disqualify the proposal or may void any award and acceptance that the Village has made.

______________________________________
(Name of Contractor if the Contractor is an Individual)
(Name of Partner if the Contractor is a Partnership)
(Name of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this ________ day of ______________________, 2022.

______________________________________
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.
Appendices

- Willowbrook Zoning Map (Appendix A)
- Willowbrook Water Map (Appendix B)
- Quincy St/Executive Dr/Madison St TIF Map (Appendix C)
ADOPTED AND APPROVED BY THE VILLAGE OF WILLOWBROOK MARCH 28, 2022 (VALID THROUGH DECEMBER 31, 2022)