



**OFFICE OF WILL COUNTY EXECUTIVE**  
**LAWRENCE M. WALSH**

Will County Office Building – 302 N Chicago Street – Joliet, Illinois 60432

**Rita Weiss**  
Purchasing Director

(815) 740-4605  
Fax (815) 740-4604

[rweiss@willcountyillinois.com](mailto:rweiss@willcountyillinois.com)

January 9, 2017

To Whom It May Concern:

You are invited to submit your sealed proposal for consulting services to update the Will County Zoning Ordinance for unincorporated Will County.

Specifications are attached hereto and are considered part of the SEALED PROPOSAL package.

Sealed proposals will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago Street, Joliet, IL, 60432, not later than **9:00 A.M., Wednesday, February 1, 2017, "as so indicated by the time stamp clock of Will County". Proposals received after this time will not be accepted.**

Proposals will be opened publicly and read by the Will County Executive or his representative at **9:10 A.M., Wednesday, February 1, 2017** at the Will County Office Building, 302 N. Chicago Street, 2<sup>nd</sup> fl., Joliet, IL, 60432.

By submitting a response to the RFP, respondents agree to the fundamental terms and conditions of "Attachment A, Contract For Professional Services." Additionally, all respondents must include their DUNS # on the "Contractor Qualifications" form, page 17.

The County of Will reserves the right to cancel this proposal and to accept or reject any or all proposals received when it is for good cause and in the best interest of the County.

Should you have any questions regarding this proposal, you must submit electronically to [rweiss@willcountyillinois.com](mailto:rweiss@willcountyillinois.com).

Sincerely,

*Rita Weiss*

Rita Weiss  
Purchasing Director

**ADVERTISEMENT OF PROPOSAL**

**CONSULTING SERVICES FOR  
UPDATE TO WILL COUNTY ZONING ORDINANCE  
WILL COUNTY, IL**

SEALED PROPOSALS FOR THE PURPOSE OF ESTABLISHING AN AGREEMENT WITH A QUALIFIED FIRM TO PROVIDE CONSULTING SERVICES FOR UPDATE TO THE WILL COUNTY ZONING ORDINANCE, FOR UNINCORPORATED WILL COUNTY, WILL BE RECEIVED AT THE PURCHASING DEPARTMENT, 2ND FLOOR OF THE WILL COUNTY OFFICE BUILDING.

SEALED PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF **9:00 A.M., WEDNESDAY, FEBRUARY 1, 2017**, AT THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL.

PROPOSALS WILL BE OPENED PUBLICLY AND READ BY THE WILL COUNTY EXECUTIVE OR HIS REPRESENTATIVE AT **9:10 A.M., WEDNESDAY, FEBRUARY 1, 2017**.

SPECIFICATIONS AND CONDITIONS OF THE PROPOSAL ARE AVAILABLE AT [www.demandstar.com](http://www.demandstar.com), [www.willcountyillinois.com](http://www.willcountyillinois.com), AS WELL AS THE PURCHASING DEPARTMENT, 2ND FLOOR, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, (815) 740-4605 OR EMAIL [purchasing@willcountyillinois.com](mailto:purchasing@willcountyillinois.com).

THE TENDERING OF A PROPOSAL TO THE COUNTY SHALL BE CONSTRUED AS ACCEPTANCE OF THE SPECIFICATIONS. THE COUNTY OF WILL RESERVES THE RIGHT TO CANCEL THIS PROPOSAL AND TO ACCEPT OR REJECT ANY OR ALL RFPs OR PROPOSALS RECEIVED IN WHOLE OR IN PART WHEN IT IS FOR GOOD CAUSE AND IN THE BEST INTEREST OF THE COUNTY.

BY ORDER OF THE WILL COUNTY EXECUTIVE, LAWRENCE M. WALSH.

**INSTRUCTIONS TO VENDORS**

**CONSULTING SERVICES FOR  
REVISIONS TO WILL COUNTY BUILDING/ZONING ORDINANCES  
WILL COUNTY, IL**

You are invited to submit your sealed proposal for consulting services for update to the Will County Zoning Ordinance, for unincorporated Will County.

**SEALED PROPOSALS:**

Sealed proposals will be received in the Purchasing Department, 2nd floor of the Will County Office Building located at 302 N. Chicago Street, Joliet, IL. 60432, **not later than 9:00 A.M., WEDNESDAY, FEBRUARY 1, 2017.**

**PROPOSALS RECEIVED AFTER 9:00 A.M. WILL NOT BE ACCEPTED.**

Proposals must be made in accordance with the instructions contained herein.

Proposals shall be submitted on the forms furnished by the County of Will in a sealed package, plainly marked in black lettering, with the vendor's name, address, and the notations:

<b><u>RFP #:</u></b>	<b>2017-59</b>
<b><u>PROJECT DESCRIPTION:</u></b>	<b>CONSULTING SERVICES FOR UPDATE TO THE WILL COUNTY ZONING ORDINANCE</b>
<b><u>RFP DUE DATE:</u></b>	<b>9:00 A.M., WEDNESDAY, FEBRUARY 1, 2017</b>

Proposals shall be addressed to the Will County Purchasing Department, Will County Office Building, 302 N. Chicago Street, Joliet, IL. 60432.

**PERFORMANCE BOND:**

No Performance Bond is required.

**SIGNATURE OF PROPOSALS:**

The County of Will expects the **signature on proposal documents** to be that of an authorized representative of said Company. An officer of or agent of the offering vendor who is empowered to bind the vendor in a Contract shall sign the proposal and any clarifications to that proposal. County of Will bears no responsibility for investigating or determining authority of signatory.

Each vendor, by making his proposal, represents that he has read and understands the proposal documents.

**Any proposal not containing said signed documents shall be non-conforming and shall be rejected.**

**PROPOSAL PROCEDURES:**

1. All proposals must be prepared on the forms provided by the County and submitted with **ONE ORIGINAL AND FOUR COPIES**, and **one (1) electronic copy on CD-ROM in Adobe Acrobat (.pdf) format**, in accordance with the Instructions to vendors.
2. A proposal is invalid if it has not been deposited at the designated location prior to the time and date for receipt of proposals indicated in the Advertisement for proposals or prior to any extension thereof issued to the vendors.
3. Unless otherwise provided in any supplement to the Instructions to vendors, no vendor shall modify, withdraw or cancel his proposal or any part thereof for sixty (60) days after the time designated for the receipt of proposals in the Advertisement for proposals.
4. Changes or corrections may be made in the proposal documents after they have been issued and before proposals are received. In such cases a written addendum describing the change or correction will be issued by the County of Will to all vendors recorded by the County of Will as having received the proposal documents and will be available for inspection wherever issued. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the proposal documents. Except in unusual cases, addendum will be issued to reach the vendors at least five (5) days prior to date established for receipt of proposals.
5. Each vendor shall carefully examine all proposal documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a vendor find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than seven (7) days prior to proposal due date, notify the County of Will, who will, if necessary, send written addendum to all vendors. The County of Will will not be responsible for any oral instructions. All inquiries shall be directed to the Purchasing Director via email to [rweiss@willcountyillinois.com](mailto:rweiss@willcountyillinois.com) . After sealed proposals are received, the vendor will make no allowance for oversight.

**PRIME CONTRACTOR CERTIFICATION:**

Included in this proposal package is a prime Contractor certification form. **This form must be filled out and returned with your sealed proposal package or it will not be accepted.**

**ANTICIPATED DATES:**

Proposal Issued:	January 9, 2017
Proposal due:	February 1, 2017
Interviews:	Tentatively, 2/6/17-2/10/17 (possibly top three respondents)
Award:	March 16, 2017

**ILLINOIS FREEDOM OF INFORMATION ACT:**

Any and all submissions to the County of Will become the property of the County of Will and these and any late submissions will not be returned. Your proposal will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your proposal that we treat certain information as exempt. We will not honor requests to exempt entire proposals. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. If you request exempt treatment, you must submit an additional copy of the proposal with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the proposal as possible. In the event the County of Will receives a request for a document submitted, the County of Will shall provide notice to contractor as soon as practicable. Regardless, contractor will be responsible for any costs or damages associated with defending your request for exempt treatment. Furthermore, contractor warrants that County of Will's responses to requests for a document submitted that is not requested to be exempt will not violate the rights of any third party.

Please be advised that if your proposal is accepted by the County of Will all related records maintained by, provided to, or required to be provided to the County of Will during the contract duration are subject to FOIA. In the event the County of Will receives a request for a document relating to contractor, its provision of services, or the arranging for the provision of services, the County of Will shall provide notice to contractor as soon as practicable and, within the period available under FOIA, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, contractor will warrant that County of Will's responses to requests for a document relating to contractor, its provision of services, or the arranging for the provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please be advised also that FOIA provides that any record in the possession of a party with whom the County of Will has contracted to perform a governmental function on behalf of the County of Will, and that directly relates to the governmental function and is not otherwise exempt under FOIA is considered a public record of the County of Will for purposes of FOIA. 5 ILCS 140/7(2). As such, upon request by the County of Will (or any of its officers, agents, employees or officials), the contractor shall provide to the County of Will at no cost and within the time frames of FOIA a copy of any "public record" as required by FOIA and in compliance with the provisions of FOIA. After request by the County of Will, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment.

**SUBMITTAL REQUIREMENTS:**

Each of the following items shall be considered integral parts of this solicitation and must be submitted in the sealed package by the time mentioned herein in order that the proposal will be considered:

1. Complete Proposal document(s) including "Instructions to Vendors", pages 1-5
2. General Terms and Conditions, pages 6-11
3. Project Specifications, pages 12-14
4. Signed Prime Contractor Certification Form, page 15
5. Reference Form, page 16 (additional pages attached as needed)
6. Contractor Qualifications, page 17
7. Signed Price Proposal, page 18
8. Signed Receipt of Addenda Form, page 19

## **GENERAL TERMS AND CONDITIONS**

### **PROJECT OVERVIEW AND SCOPE**

This is a request for proposal (RFP) to formally solicit consulting services for update to the Will County Zoning Ordinance, for unincorporated Will County.

#### **1. Intent**

Will County intends to update the County's Zoning Ordinance. This project will not be a comprehensive Zoning Ordinance revision and it will not include a comprehensive rezoning of unincorporated Will County.

#### **2. Definition**

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible Proposers prior to award of an Agreement. Award will be based on the criteria set forth herein.

#### **3. Authority**

This Request for Proposal is issued pursuant to applicable provisions of the Will County Purchasing Ordinance.

#### **4. Reserved Rights**

Will County reserves the right to negotiate specifications, terms and conditions that may be necessary or appropriate to the accomplishment of the purpose of this RFP. Will County reserves the right, at any time and for any reason, to cancel this Request for Proposal or any portion thereof, to reject any or all proposals, or to accept an alternate proposal. The County reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the Proposer, the County has ninety (90) days to accept. The County may seek clarification from a Proposer at any time. Proposer's failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

#### **5. Additional Information**

Should the Proposer require additional information about this RFP, please email to [purchasing@willcountyillinois.com](mailto:purchasing@willcountyillinois.com) no less than seven (7) days prior to the RFP submission date. No interpretation of the meaning of plans, specifications or other Agreement documents will be made orally.

#### **6. Addenda**

ANY and ALL changes to the specifications and terms and conditions of this Request for Proposal (RFP) are valid only if they are included by written addendum to all Proposers. Proposers may find addendums and any updates at the Will County website <http://www.willcountyillinois.com>. Each potential Proposer shall acknowledge receipt of any addenda by signing such addendum and returning a copy to the Will County Purchasing Department along with their sealed response, and is responsible for the contents of the addenda and any changes to the RFP therein. Failure of any Proposer to receive any such addendum or interpretation shall not relieve the Proposer from 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 Proposer to improperly submit a proposal.

#### **7. Selection of Consultancy**

All proposals will be reviewed by the Land Use Department, who will recommend firms for follow up interviews and then interview the selected firms, tentatively scheduled for February 6, 2017 – February 10, 2017. The Department will then recommend a final firm to the County Board's Executive Committee that the Department believes will best meet the needs of Will County. The Executive Committee will, in turn, make their recommendation to the full County Board for a final decision for the County Executive to negotiate and execute an agreement with the selected Vendor.

## **8. Incurred Costs**

Will County will not be liable for any costs incurred by Proposers in replying to this RFP.

## **9. Award**

The Agreement will be awarded to the most responsible, responsive and cost-effective vendor as analyzed based on the criteria for award selection. The Vendor acknowledges the right of the County of Will to accept the Vendor whose Proposal has met all the criteria specified and is found to be in the best interest of Will County and most advantageous to Will County after having been carefully examined and evaluated by the Will County Land Use Department and the County Board. The ability for Will County to execute an agreement is expected to be determined at the March 16, 2017 meeting of the Will County Board. If authorized, a contract should be executed by April 1, 2017.

## **10. Price Proposal**

Proposers shall submit a price per the Price Proposal Sheet attached herein, for all services specified. All prices shall include an outline that details all costs for labor, overhead, training, and materials.

## **11. Agreement Term Period and Start Date**

This Agreement will commence upon execution and remain in effect through final acceptance of this project.

## **12. Discussion of Proposals**

Will County may conduct discussions with any Proposer who submits a proposal. During the course of such discussions, the County shall not disclose any information derived from one proposal to any other Proposer. Selected Proposers will be notified if they will be required to make a presentation. Will County reserves the right to share the proposals with authorized consultants/agents in the evaluation of the proposals.

## **13. Indemnification**

The Proposer agrees to indemnify, save harmless and defend Will County, its agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of Will County, its agents, servants, or employees or any other person indemnified hereafter.

## **14. Insurance**

The Proposer shall maintain for the duration of this Agreement and any extensions thereof insurance that includes Occurrence basis wording issued by a company or companies qualified to do business in the State of Illinois, in the following types and amounts:

- Workmen's Compensation Insurance** covering all liability of the Proposer arising under the Workmen's Compensation Act and Workmen's Occupational Disease Act; limits of liability not less than statutory requirements.
- Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations, Independent Consultant's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Proposer's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from.

**General Aggregate Limit \$ 3,000,000**

**Each Occurrence Limit \$ 1,000,000**

- Professional Liability** to include, but not be limited to, coverage for Errors and Omissions to respond to claims for loss therefrom.

**General Aggregate Limit \$ 3,000,000**

**Each Occurrence Limit \$ 1,000,000**

Proposer agrees that with respect to the above required Comprehensive General Liability and Automobile Liability insurance, Will County shall be:

- named as **additional insured by endorsement** as their interest may appear;
- provided with thirty (30) days notice, in writing, of cancellation or material change;
- provided with Certificates of Insurance evidencing the above-required insurance, prior to commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. Forward Notices and Certificates of Insurance to: Will County Purchasing Department, 302 N Chicago Street, Joliet, IL, 60432.

Failure to Comply: In the event the Proposer fails to obtain or maintain any insurance coverage's required under this Agreement, the County of Will may purchase such insurance coverage's and charge the expense thereof to the Proposer.

**15. Independent Contractor**

The Proposer shall, at all times, be deemed to be an independent contractor and shall not be deemed to be an employee or agent of Will County or the State of Illinois.

**16. Conflict of Interest**

The Proposer, its employees, directors, officers and representatives know and pledge to comply fully with all conflict of interest laws and ordinances Will County and the State of Illinois.

**17. Price Proposal Sheets**

The Price Proposal sheet, must be completed in full, signed by an officer with authority to execute Agreement, and submitted with Proposer's RFP response. Depending upon time and budget, items identified on bid form may be delayed or not selected to be completed.

**18. References and Qualifications**

Proposer shall provide three (3) references and qualifications information on the forms that follow. References should be from organizations similar in size and/or complexity to Will County

**19. Submittals**

Proposers shall submit one (1) unbound marked Original four (4) printed copies and one (1) electronic copy on CD-Rom in Adobe Acrobat (.pdf) format to include the following information, with each copy of their submitted proposals:

- A. Complete Proposal documents including "Instructions to Vendors", pages 1-5
- B. General Terms & Conditions – pages 6-11
- C. Project Specifications – pages 12-14
- D. Prime Contractor Certification form – page 15
- E. References – contained in RFP, page 16.
- F. Contractor Qualifications – contained in RFP, page 14
- G. Price Proposal sheet – contained in RFP, page 18
- H. Receipt of Addenda Form, page 19
- I. Contract for Professional Services, contained in RFP, pages 21-26
- J. Approach and methodology to plan development, training and implementation.
- K. Brief summary describing and highlighting your interest, experience, qualifications for this project.
- L. Provide a detailed description and project profile sheets for similar projects containing services described in the **PROJECT SPECIFICATIONS** Section, (refer to Page 12 of this RFP). Emphasis



should be placed on work completed within the last three years. Profile relevant projects which are currently being designed or are currently in the approval process. Indicate your experience with institutional and governmental projects.

- M. Describe your approach relative to the delegation of responsibility and assignment of authority and interaction points with Will County. Include a listing of key personnel and/or sub-consultants proposed for the project team. Include a resume and/or relevant experience of each key team member and a brief description of the tenure or work history among team members.
- N. Describe your design approach to this project, which demonstrates your understanding of specific, critical issues, and challenges.
- O. Exceptions noted to the terms and conditions of this RFP and to the Will County Agreement.

### **Submission of Proposals**

Sealed proposals are to be submitted on or before **Wednesday, February 1, 2017, 9:00 A.M.** local time, and addressed to the following: Will County Purchasing Department, 302 N Chicago Street, Joliet, IL, 60432.

**PROPOSALS RECEIVED AFTER 9:00 A.M. WILL NOT BE OPENED.**

### **20. Evaluation Criteria**

All proposers must be qualified consultants and demonstrate the capability to provide services required in accordance with the proposal requirements.

Submissions shall be evaluated as follows (not listed in order of priority):

- Submittals and compliance with the requirements as set forth herein.
- Ability to provide services as set forth in the project specifications.
- A high level of professional competence and a proven track record with land use regulations and codification, especially with regard to building and zoning ordinances, including incorporating sustainable development practices.
- Qualifications and experience of the firm and any sub-consultants, demonstration of professional and technical expertise and experience of the principal consulting staff and sub-consulting staff that will work on the project, and if a joint venture, the track records of team members' experience working together.
- Familiarity with the Will County building and zoning ordinances, and the Will County Land Resource Management Plan.
- Approach and methodology to codification.
- Price.
- References provided where similar work is performed, minimum of three (3) references.
- Number of years in business (not less than five (5) years).
- Project administration/plan/schedule/time frame.
- Exceptions noted to the terms and conditions of this RFP and the Will County Agreement.
- Willingness to incorporate terms/conditions of this RFP into Agreement resulting from award.

As part of its evaluation process the County may seek additional information from firms found to have resources and methodologies best suited to this project.

### **21. Assignment**

The Proposer may not reassign any award made, as the result of this proposal, without prior written consent from the County.

### **22. Invoices and Payments**

The Proposer shall submit an invoice for payment detailing the services provided, the Purchase Order number shall be identified on all invoices. Payment shall be made in accordance with the Local Government Prompt Payment Act.

**23. Jurisdiction, Venue, Choice of Law**

This RFP and any Agreement resulting there from shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 12th Judicial Circuit Court, State of Illinois.

**24. Termination**

The County reserves the right to terminate an Agreement resulting from this RFP, in whole or in part, upon thirty (30) days written notice. In case of such termination, the Consultant shall be entitled to receive payment from the County for work completed to date in accordance with the terms and conditions of this Agreement. In the event that this Agreement is terminated due to Consultant's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Consultant with any or all losses incurred, including attorney's fees and expenses.

**25. Non-Discrimination**

Consultant 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. Furthermore, the Consultant shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

**26. Change in Status**

The Consultant shall notify Will County immediately of any change in its status resulting from any of the following: (a) Consultant is acquired by another party; (b) Consultant becomes insolvent; (c) Consultant, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Consultant ceases to conduct its operations in normal course of business. Will County shall have the option to terminate its Agreement with the Consultant immediately on written notice based on any such change in status.

**27. Precedence**

Where there appears to be variances or conflicts, the following order of precedence shall prevail: Will County General Terms & Conditions, Will County Project Specifications, and the Consultant's Proposal Response.

**28. Non-Enforcement By The County**

The Consultant shall not be excused from complying with any of the requirements of the Agreement because of any failure on the part of the County, on any one or more occasions, to insist on the Consultant's performance or to seek the Consultant's compliance with any one or more of said terms or conditions.

**29. Confidentiality**

This Request for Proposal is subject to the Illinois Freedom of Information Act.

The Illinois Freedom of Information Act provides that a public record in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body, and that directly relates to the governmental function and is not otherwise exempt under the Act shall be considered a public record of the public body for purposes of the Act. 5 ILCS 140/7(2)

As such, upon request by the County of Will, Illinois, or any of its officers, agents, employees or officials, the contractor shall provide to the County at no cost and in a timely manner a copy of any "Public Record," as defined in the Act, in the possession of the contractor and the contractor shall do so in compliance with provisions of the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq.

The Contractor shall at all times observe and comply with any law, statute, regulation or the like relating in any way to civil rights including but not limited to 775 ILCS 10/1.

### **30. Negotiations**

Will County reserves the right to negotiate specifications and pricing, if necessary or appropriate to accomplish the purpose of this RFP. Proposer must be willing to negotiate from Will County's terms and conditions. Depending upon time and budget, items identified on bid form may be delayed or not selected to be completed.

### **31. Personal Examination**

Proposers are required to satisfy themselves as to work involved and the difficulties likely to be encountered in the performance of work under this Agreement. No plea of ignorance of conditions that exist now or hereafter, or of any conditions of difficulties that may be encountered in the execution of the work under this Agreement will be accepted as an excuse for failure to or omission on the part of the Consultant to fulfill in every respect all the requirements and specifications, nor will same be accepted as a basis for any claim for extra compensation.

The Consultant is responsible to investigate and gather all relevant and pertinent information prior to submitting a proposal. By submitting a proposal, the Consultant affirms that they have performed all due diligence and are aware of all critical factors that may affect the provision of the services as described in the Request for Proposal. Such critical factors may include but are not limited to; location, space, utilities, scope of operations, and any other conditions, which may affect the Consultant's operations. No allowance will be made for not being familiar with existing conditions to be encountered.

### **32. Dispute Resolution**

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the provisions of the Will County Purchasing Ordinance.

### **33. Responsibility and Default**

The Consultant shall be required to assume responsibility for all items listed in this Request for Proposal. The successful Proposer shall be considered the sole point of contact for purposes of this Agreement.

### **34. Taxes**

Will County is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, Will County is exempt from state and local taxes.

### **35. Exceptions**

This Request for Proposal includes a standard Will County Agreement. Will County desires to use this Document to form the contract with the successful Proposer. The Proposer's response must clearly state any exceptions taken to the standard Agreement and/or to the terms and conditions of this RFP.

## **PROJECT SPECIFICATIONS**

### **I. Project Overview**

The County of Will is requesting a statement of qualifications and project proposals from qualified consultants to provide professional planning services associated with updating the County's Zoning Ordinance. The County maintains zoning jurisdiction over all unincorporated land within its boundaries. Firms, individuals and consultants interested in this project are advised to carefully review the information outlined in this RFP and respond accordingly. The Zoning Ordinance update will be guided by the County's Land Resource Management Plan, the County Board, the County staff, and a stakeholder/public involvement process. A Will County Land Use Department staff member will serve as the Project Manager.

The County's Zoning Ordinance was comprehensively revised in 2012. This project will focus upon a 5-year update of the Zoning Ordinance. This project will not be a comprehensive Zoning Ordinance revision and it will not include a comprehensive rezoning of unincorporated Will County. The primary project deliverable will be in a format compatible with the County's online Code of Ordinances maintained at [www.amlegal.com](http://www.amlegal.com) (American Legal Publishing Corporation). The County's Zoning Ordinance is incorporated into the County's Code of Ordinances on [www.amlegal.com](http://www.amlegal.com).

### **II. County Overview**

Will County, Illinois is located in the southwest section of the Chicago metropolitan region approximately 40 miles from the Chicago central business district. Will County has an area of 849 square miles, making it the 13th largest in the state and the 2nd largest in the six-County Chicago Metropolitan Area. Of the 849 square miles, 565 square miles are unincorporated. There are 37 municipalities and 24 townships located in Will County. Will County's population is 677,560 according to the 2010 Census, with a rapid growth trend anticipated to occur for the next 20 years.

In terms of population, Will County is the fourth largest and one of the fastest growing counties in the State of Illinois. It has experienced an over 25% increase in population in the past decade. According to the 2000 Census Bureau data, the population in Will County was 502,266. This increased by over 174,000 people.

### **III. Project Goals**

It is the intent of the County to procure the professional services of a qualified consultant to review and update the County's Zoning Ordinance in accordance the County's Land Resource Management Plan. This will involve working through a collaborative process that involves a variety of stakeholders. An initial comprehensive list of areas for review has been developed by County staff. The list below highlights *some* of the areas for review:

- Photovoltaic power stations (solar farm)
- Truck and freight industry facilities (e.g., stand-alone terminal, repair, storage yards, etc.)
- Nonconforming parcels
- Telecommunications technology (e.g., microcells, wireless internet, etc.)
- Non-public utility infrastructure (e.g., Federal Energy Regulatory Commission regulated pipelines, etc.)

This project will require a cooperative working relationship with the Will County Land Use Department, Will County Clerk's Office, and American Legal Corporation ([www.amlegal.com](http://www.amlegal.com)), since the County maintains all official codes on [www.amlegal.com](http://www.amlegal.com). Therefore, the primarily deliverable will not focus upon a hard copy format, but rather a format for inclusion in the online code. *The County does not desire to maintain both hard copy and online versions of the Zoning Ordinance.*

#### **IV. Requisite Services/Scope of Work**

Below is a basic and preliminary outline of services that the County will require from the selected consultant. This list is intended only to provide general guidance and is not an exhaustive list. The County is open to all viable approaches to reach the ultimate project goal within the prescribed timeline.

##### *Needs Inventory*

The consultant team shall begin the project by meeting with County staff to identify information sources, refine responsibilities, discuss overall goals and scheduling, and reach agreement on a number of other project issues. Although many staff members from Will County will contribute to this process, one staff member will serve as the point of contact for the consultant.

##### *Data Collection*

The consultant team shall work with County staff to collect copies of relevant documents including the existing Zoning Ordinance, and other development ordinances (including the Water Resource Ordinance for Unincorporated Will County, Countywide Stormwater Management Ordinance and Subdivision Ordinance), the Land Resource Management Plan, the 2030 Transportation Plan and its forthcoming update, other plan documents, and any other information that may be useful in identifying strengths and weaknesses of the current Will County Zoning Ordinance. All aforementioned Ordinances are available online at [www.amlegal.com](http://www.amlegal.com). Plans are available at [www.willcountyillinois.com](http://www.willcountyillinois.com).

##### *Field Survey*

The consultants shall conduct a basic field survey in unincorporated Will County to obtain a first-hand view of existing land use and development patterns and gain an understanding of the cumulative effects of current and past development regulations. Will County is now home to the Nation's busiest inland intermodal port and prior to 2008 recession, Will County was one of the fastest growing counties in the Nation.

##### *Stakeholder Interviews*

The consultants shall interview staff from County departments and outside agencies affected by the Zoning Ordinance. This includes meeting with the Land Use and Development Committee of the Will County Board; and interviewing individuals and groups identified by the County as Zoning Ordinance "users." These groups and/or individuals are likely to include elected and appointed officials, housing advocate groups, community services groups, senior services, neighborhood interest groups, building and development community representatives, business leaders, attorneys, architects, engineers, and realtors. The insights of these stakeholders will help the consultants identify regulatory issues of local importance in the Zoning Ordinances. These stakeholder interview sessions are to help in identifying priority issues to be addressed in the project and to get a feel for what is and is not working in the existing zoning ordinance. A summary of the comments received in the interview process shall be provided to County staff and the Land Use and Development Committee.

### *Analysis Report*

During this task, the consultant team shall prepare an analysis report that describes the key issues and objectives identified in the preceding tasks and assess the strengths and weaknesses of the existing zoning ordinance in light of those issues. The task shall culminate in the delivery of a report analyzing the existing Zoning Ordinance and setting forth conceptual recommendations for zoning ordinance updates and a working outline to systematically address updates to the Zoning Ordinance.

### *Development of Draft Code/Amendments*

Based upon the analysis report, the consultant team shall complete an initial draft of the updated Zoning Ordinance and facilitate a process of presentation of the draft to stakeholders and the general public. This will require ongoing refinement of the draft based on feedback from staff, stakeholders, and citizens. The consultant team shall assist County staff with public outreach and explanation of the proposed changes.

### *Adoption*

The consultant team shall provide assistance with presentation to all facets of the County's administrative process and public hearing process, and any additional amendments requested from these meetings until final adoption of the revised Zoning Ordinance by the County Board. During the 2012 comprehensive revision, a side-by-side draft comparison of existing text and recommended changes was determined to be most useful.

### *Primary Deliverable*

The consultant team shall provide an updated zoning ordinance in a format compatible with the County's online Code of Ordinances ([www.amlegal.com](http://www.amlegal.com)).

### *Timeline*

It is desired that the project be completed no later than November 1, 2017.

## **V. Consultant Requirements**

- A. Consultant team shall have been in continuous operation for a period not less than five (5) years.
- B. Consultant team shall have completed a minimum of two (2) previous zoning ordinance projects of similar character within the last five (5) years.
- C. Consultant team shall have completed a minimum of two (2) previous zoning ordinance projects that required a deliverable in a format compatible with online codification.
- D. Consultant team's primary project manager shall have duration of employment with the consultant not less than twelve (12) months.

**PRIME CONTRACTOR CERTIFICATION**

The undersigned hereby certifies that \_\_\_\_\_  
Business Name

is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961.

\_\_\_\_\_  
Print or Type Name Title

\_\_\_\_\_  
Signature Date

Note: A person who makes a false certificate commits a Class 3 Felony.

Sections 33E-3 and 33E-4 provide as follows:

**33E-3. Bid-rigging.** A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

**33E-4 Bid rotating.** A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) **of Section 5-4 of this Code.**

Possible violations of Section 33 can be reported to the Office of the Will County State's Attorney at (815) 727-8453.

**REFERENCES**

(Attach additional pages as needed)

List below other organizations (users of similar size and structure to Will County preferred) for which **CONSULTING SERVICES** have been provided.

Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Name of Contact Person \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

Date of Service:      \_\_\_/\_\_\_/\_\_\_      To      \_\_\_/\_\_\_/\_\_\_

---

Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Name of Contact Person \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

Date of Service:      \_\_\_/\_\_\_/\_\_\_      To      \_\_\_/\_\_\_/\_\_\_

---

Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Name of Contact Person \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

Date of Service:      \_\_/\_\_/\_\_      To      \_\_/\_\_/\_\_



**CONTRACTOR QUALIFICATIONS**

**Name and address of office from which this Agreement will be administered**

Business Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Project Manager \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

# Years in Business: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Annual Sales: \$ \_\_\_\_\_ Dunn & Bradstreet#: \_\_\_\_\_

List employees who will be dedicated to Will County for the Implementation and Administration of this Agreement: NAME

POSITION TITLE

NUMBER OF YEARS

AREA OF RESPONSIBILITY/TASK EXPERIENCE

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Date Released:** 1-9-17  
**Due:** 2-1-17, 9:00 A.M.  
**Open:** 2-1-17, 9:10 A.M.

**PURCHASING DEPARTMENT  
COUNTY OF WILL  
302 N. CHICAGO ST.  
JOLIET, IL. 60432**

**2017-59 CONSULTING SERVICES FOR  
UPDATE TO WILL COUNTY  
ZONING ORDINANCE  
WILL COUNTY, ILLINOIS**

COMPANY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
CONTACT NAME \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_ FEIN/SOC. SEC. # \_\_\_\_\_

The bidder proposes to provide the  
Products and/or services in accordance  
with the specifications attached herein.

FOR ADDITIONAL INFORMATION CONTACT: RITA WEISS, PURCHASING DIRECTOR, [rweiss@willcountyillinois.com](mailto:rweiss@willcountyillinois.com)

**Price Proposal Sheet**

(Depending upon time and budget, items identified on bid form may be delayed or not selected to be completed. Attach additional sheets as necessary to outline details for all costs for labor, overhead, training, and materials.)

Phase	Deliverables	Price	Consultant meeting participation
1. Needs Inventory	Meet with County staff to discuss goals, refine responsibilities, and discuss known areas to be addressed with the current Zoning Ordinance.	\$	\$
2. Data Collection	Collect, review, and analyze all relevant ordinances and plans that contribute to the Zoning Ordinance and refine shortcomings.	\$	\$
3. Field Survey	An onsite field survey to understand areas of significant development. These areas may include: recent developments, intermodals, stand-alone truck repair/terminal facilities, dense unincorporated areas, alternative energy sites, etc.	\$	\$
4. Stakeholder Interviews	Meetings with groups and individuals outlined in the RFP text.	\$	\$
5. Analysis Report	A written assessment and presentation discussing how well the Zoning Ordinance is working and what changes are necessary.	\$	\$
6. Development of Draft Code Amendments	A presentation of changes and amendments conducted as a public hearing.	\$	\$
7. Adoption	Consultant will be present to assist and answer questions during the adoption process.	\$	\$
8. Primary Deliverable	An updated Zoning Ordinance compatible with the County's on line Code of Ordinances.	\$	\$
<b>Grand Total</b>		\$	\$
<b>TOTAL CONTRACT AMOUNT WRITTEN IN WORDS, IN CASE OF DISCREPANCY, THE AMOUNT IN WORDS SHALL GOVERN.</b>			

SIGNED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

(Representative of Company)

**Receipt of Addenda Form:**

**Date Released:** 1-9-17  
**Due:** 2-1-17, 9:00 A.M.  
**Open:** 2-1-17, 9:10 A.M.

**PURCHASING DEPARTMENT  
COUNTY OF WILL  
302 N. CHICAGO ST.  
JOLIET, IL. 60432**

**2017-59 CONSULTING SERVICES  
UPDATE TO WILL COUNTY  
ZONIG ORDINANCES  
WILL COUNTY, ILLINOIS**

COMPANY NAME \_\_\_\_\_ F.E.I.N./SOC. SEC. # \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

CONTACT NAME \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

**LATE BIDS CANNOT BE ACCEPTED!**

<u>Vendor Return Address:</u>  	
<b><u>SEALED BID DOCUMENT</u></b>	
<b><u>BID #:</u></b>	<b>2017-59</b>
<b><u>DUE DATE:</u></b>	<b>2-1-17</b>
<b><u>DUE:</u></b>	<b>9:00 A.M.</b>
<b><u>DESCRIPTION:</u></b>	<b>CONSULTING SERVICES</b>
<b>DATED MATERIAL-DELIVER IMMEDIATELY</b>	
<b>WILL COUNTY PURCHASING DEPARTMENT 302 N. CHICAGO ST., 2<sup>ND</sup> FLOOR JOLIET, IL 60432</b>	

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO  
THE OUTERMOST ENVELOPE OF YOUR SEALED BID TO  
HELP ENSURE PROPER DELIVERY!

**LATE BIDS CANNOT BE ACCEPTED!**

## Attachment "A"

### CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the County of Will, an Illinois county with offices at 302 N Chicago Avenue, Joliet, Illinois (herein, "County"), and \_\_\_\_\_ of \_\_\_\_\_ (herein, "Contactor").

In consideration of the mutual agreements contained herein, the parties, intending to be legally bound, agree as follows:

#### 1. NATURE OF PROFESSIONAL SERVICES.

- A. County desires to purchase professional services for revisions to the Will County Building Ordinance and a comprehensive revision of the Will County Zoning Ordinance, both for unincorporated Will County, which services shall utilize the professional expertise of Contractor.
- B. Contractor agrees to accept such undertaking and to perform all services described in Paragraph 2 hereof in a professional and expert manner, using its specialized expertise. Contractor represents that it has the professional qualifications and special expertise necessary to perform the services required hereunder.
- C. In the performance of its professional services hereunder, Contractor shall, at all times, be considered an independent contractor and not an employee of County, and shall determine its own methods of operation in accomplishing the tasks assigned, subject only to the requirements set forth herein that said work be performed in a professionally expert manner within the time period required for performance of the services described in Paragraph 2 hereof. Time shall be of the essence of this agreement.
- D. For purposes of this agreement the term "Contractor" shall be deemed to include each of Contractor's employees and agents who provide services hereunder, and each of said persons shall perform services in the manner set forth in this contract.

2. SCOPE OF PROFESSIONAL SERVICES. Contractor shall perform and complete all work and services required pursuant to the "Scope of Services" attached hereto as Exhibit "A," which exhibit is incorporated herein and made a part hereof. The services identified and described in Exhibit "A" shall be performed within the time set forth therein and shall be rendered in a professionally expert manner in full compliance with all federal and state laws, statutes and ordinances, and further in compliance with all applicable standards of professional conduct and competence.

3. CONTRACTOR'S FEE AND SCHEDULE OF PAYMENTS. County agrees to pay Contractor as full consideration for the work to be performed by Contractor hereunder, the consideration in the amount and the manner set forth on Exhibit "B," attached hereto, incorporated herein and made a part hereof. The consideration set forth in Exhibit "B" represents full payment for all services to be performed by Contractor, its officers, principals, employees, agents, contractors and subcontractors. Unless otherwise stated, any and all costs, expenses or other charges normally considered as "out-of-pocket" expenses shall be the responsibility of Contractor and County shall not be obligated to pay any amount in excess of the contract price.

#### 4. SPECIAL CONDITIONS.

- A. The following individuals shall be principally and substantially involved in the performance of services required under this contract.
- B. Any work performed outside of, or in addition to, the scope of services identified in Exhibit "A" must be authorized in advance in writing by the County. No such additional work shall be authorized until Contractor has submitted a written proposal specifying the work to be performed and a fixed additional fee for the performance of said additional work.
- C. From and after the date of this agreement, all services, work and performances required of Contractor shall be deemed to be of a confidential nature and no information regarding the same shall be released by Contractor to any other person, entity, firm, company or news media, except upon the express authorization of the County.
- D. Upon completion, all studies, documents and data (electronic or otherwise) required to be provided by Contractor under this agreement shall be and remain the property of County. Contractor shall not use, furnish or provide any study, report or data prepared hereunder for or to any other private or public person, entity, firm, association, corporation or governmental agency or body whatsoever.
- E. Contractor agrees to indemnify and save harmless the County, its elected and appointed officials and employees, from and against any damage, liability, loss, deficiency, claim or other expense (including reasonable attorneys' fees and other costs and expenses incident to any claim, suit, action or proceeding) arising out of the performance or failure to perform any requirement, term, condition or service hereunder on the part of Contractor, its officers, principals, agents, employees, contractors and/or subcontractors, or anyone acting on its behalf, to be performed or observed. In every instance where Contractor shall have notice that any claim or demand whatsoever exists or has been asserted or is threatened, which would constitute a claim or demand hereunder to be indemnified by Contractor, Contractor shall promptly notify County of all of the facts within its knowledge with respect to such claim or demand.
- F. Contractor agrees to indemnify and save the County harmless from any loss or expense, including County's attorneys fees, incurred by the County in the enforcement of any provision of this agreement, including subparagraph F of this Paragraph.
- G. **American Recovery and Reinvestment Act (ARRA) and Energy Efficiency and Conservation Block Grants (EECBG) Guidelines/Requirements** It is anticipated various aspects of the design, procurement, and funding of this project will be required to conform with the Department of Energy's Funding Opportunity Number: DE-FOA-0000013 for the Energy Efficiency and Conservation Block Grant Program. By reference, this may necessitate conformance with associated underlying federal guidelines to: Buy American provisions, Job Creation/Retention Tracking, Federal Office of Management and Budget (OMB) policies related to federal grants, Federal reporting requirements, project milestone and delivery deadlines, and any other provisions that may be related to ARRA and EECBG. The Proposer shall be bound by the same terms and conditions for which the County is bound, at a level appropriate for their interest in said project. Exhibit "C" includes a copy of Grant DE-EE0000823 which includes Special Terms and Conditions which Will County and the Contractor must adhere to.

5. **INSURANCE REQUIREMENTS.** Contractor shall maintain policies of general and professional liability insurance covering its relationship to County and all services provided hereunder. Such policies shall insure against any and all claims arising directly or indirectly under this Agreement and the services to be provided by Contractor. Such insurances shall be in minimum limits not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) aggregate. Such policies shall be maintained in effect for the duration of the term of this Agreement. Certificates of insurance and renewals

shall be provided to County. Contractor shall also maintain policies of workers compensation and other insurances of types and coverage consistent with industry standards.

6. NONDISCRIMINATION. Contractor shall provide services hereunder without regard to race, ancestry, color, religious creed, age, sex, diagnosis, handicap, disability, national origin, sexual orientation or other category protected by law.

#### 7. CONTRACTOR INTEGRITY PROVISIONS.

A. For purposes of this Paragraph only, the words “confidential information,” “consent,” “financial interest,” “gratuity” and “Contractor,” shall have the following definitions.

- (1) Confidential information means information that is not public knowledge or available to the public on request, disclosure of which would give an unfair unethical or illegal advantage to another desiring to contract with the County.
- (2) Consent means written permission signed by a duly authorized officer or employee of the County, provided that where the material facts have been disclosed in writing by prequalification, bid, proposal or contractual terms, the County shall be deemed to have consented by virtue of execution of this agreement.
- (3) Financial interest means
  - a) Ownership of more than a five percent interest in any business or
  - b) Holding a position as an officer, director, trustee, partner, employee, or the like or holding any position of management.
- (4) Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or contracts of any kind.
- (5) Contractor means the individual or entity that has entered into the Contract with the County, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
  - a) The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of local, state or federal laws, regulations or other requirements that govern contracting with the County.
  - b) The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.
  - c) The Contractor shall not, in connection with this or any other agreement with the County, directly or indirectly, offer, confer or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion or violation of a known legal duty by any officer or employee of the County.
  - d) The Contractor shall not, in connection with this or any other agreement with the County, directly or indirectly offer, give, or agree or promise to give to anyone any gratuity for the benefit of, or at the direction or request of, any officer or employee of the County.
  - e) Except with the consent of the County, neither the Contractor nor anyone in privity with him or her shall accept, or agree to accept from, or give, or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.
  - f) Except with the consent of the County, the Contractor shall not have a financial interest in any other Contractor, subcontractor or supplier providing services labor or material on this project.
  - g) The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the County in writing.

- h) The Contractor acknowledges the following County Gift Policy. No County employee or official, any member of his immediate family or any business in which he has a principal interest, shall accept any gift, gratuity or favor from any source doing or seeking to do business with the County or attempting to influence the judgment of such employee or official. Except as otherwise prohibited by law, the foregoing shall not prohibit any office or department from accepting any gift, gratuity or favor of a fair market value (regardless of cost to the donor) of one hundred (\$100.00) dollars or less, provided the gift, gratuity or favor shall be physically retained in the office or department and made available for the use or enjoyment of all employees of the office or department, and provided further, only one such gift from the same donor may be accepted annually. Any offer to an office or department of a gift, gratuity or favor of a fair market value in excess of one hundred (\$100.00) dollars shall be referred to the Board of Commissioners which shall determine at a public meeting whether to accept or reject such gift, gratuity or favor on behalf of the County.
- i) The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.
- j) For violation of any of the above provisions, the County may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder and debar and suspend the Contractor from doing business with the County. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the County may have under law, statute, regulation or otherwise.

8. NOTICES. Any notice, request, demand or other communication required or permitted to be given under this agreement shall be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

If to County:  
County Executive  
302 N Chicago Street  
Joliet, IL 60432

If to Contractor:

Any such notice shall be deemed to be given on the date delivered or mailed in the manner provided above.

9. DEFAULT. In addition to the failure of Contractor to perform any term, condition or requirement set forth herein, the following events shall be deemed to be a default on the part of Contractor under this agreement:



- A. Failure to perform in a timely manner.
- B. Failure to satisfy any conditions within Contractor's control.
- C. Becoming insolvent.
- D. Voluntary or involuntary entry into bankruptcy.
- E. Failure to obtain dismissal of involuntary bankruptcy in a prompt manner.
- F. Failure to provide indemnification as required hereunder.
- G. The seeking of appointment of a receiver, custodian, trustee or similar official or acquiescence in such action against Contractor.
- H. The making of a general assignment for the benefit of creditors.
- I. The commencing of liquidation or dissolution of Contractor's entity.
- J. A substantial change of control of the ownership of Contractor.
- K. Committing misrepresentation, fraud or breach of any other provision in the agreement.
- L. Allowing attachment or seizure of any assets or property owned by Contractor pursuant to judicial or other official order.
- M. Failure to perform the services in a professional manner according to the standard of care required of persons holding expertise.
- N. Any other default judicially or statutorily recognized under the laws of the State of Illinois or the United States.

10. **REMEDIES.** Upon the occurrence of a default by Contractor, the County shall be entitled to exercise any or all remedies available at law, in equity, or otherwise, each such remedy being considered cumulative. No single exercise of a remedy by County shall be deemed an election to forgo any other remedy and any failure by County to pursue a remedy shall not prevent, restrict or otherwise modify its exercise subsequently. Further, the Contractor shall be required to pay any and all attorneys fees and costs incurred by the County in exercising its rights under this agreement. Upon the occurrence of a default by County, the Contractor's sole remedy shall be to recover the cost of its work performed to the date of the breach, calculated at its usual and customary hourly rates for the various disciplines and levels of expertise of the persons performing services hereunder.

11. **VALIDITY.** If for any reason any provision of this agreement shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.

12. **WAIVER OF BREACH.** The waiver by County of a breach of any provision of this agreement by Contractor shall not operate, or be construed, as a waiver of any other breach by Contractor.

13. **TERMINATION BY COUNTY.** The County shall have the right to terminate this agreement for its own convenience, with or without cause, upon providing five (5) business days prior written notice to Contractor. This agreement shall terminate immediately upon: (1) any breach hereof by Contractor, or (2) upon the sale, dissolution, reorganization or other change in the present ownership of Contractor whereby there is a substantial change in the ownership or control of Contractor by the present principals, or (3) upon the voluntary or involuntary filing of bankruptcy by Contractor.

14. **ASSIGNMENT.** Contractor may not assign this agreement, or its rights or duties set forth herein, without the prior written consent of County, which consent may be withheld by County in its sole discretion.

15. APPLICABLE LAW AND VENUE. This agreement shall be construed and enforced pursuant to the laws of the State of Illinois. The parties agree that the exclusive venue for litigating claims hereunder shall be vested in the Court of Will County and the Illinois appellate courts.

16. ENTIRE AGREEMENT. This agreement, together with the attached exhibits, represents the entire understanding of the parties. There are no other outstanding agreements, provisions or terms. This agreement may not be amended except by a writing signed by both parties.

17. AUTHORITY TO ACT AND EXECUTE AGREEMENT. \_\_\_\_\_, being the \_\_\_\_\_ of Contractor, hereby represents that he/she has full authority to act on behalf of Contractor as to all matters hereunder and is authorized to execute this agreement on Contractor's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

COUNTY OF WILL (selected contractor)

By: _____	By: _____
Lawrence M. Walsh	Name
County Executive	Owner/CEO/CFO

Attest:

By: _____	By: _____
Nancy Schultz Voots	Name
County Clerk	Title