LEGAL NOTICE - MUST RUN IN SOUTHTOWNSTAR Monday, February 2, 2015

#### LEGAL NOTICE

# VILLAGE OF ORLAND PARK, ILLINOIS REQUEST FOR PROPOSALS #15-007

#### STELLWAGEN FAMILY FARM MASTER PLAN

The Village of Orland Park, Illinois is soliciting proposals for the Stellwagen Family Farm Master Plan. Sealed proposals will be received at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462 until 11:00 A.M. local time on February 27, 2015. Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

The Project details are available at the Office of the Village Clerk and online on the Village's website <a href="www.orlandpark.org">www.orlandpark.org</a>. Proposals are to be submitted on the forms furnished and properly executed in accordance with the directions contained in the Response for Proposals. No proposal shall be withdrawn without the consent of the Village for a period of ninety (90) days after the scheduled proposal deadline.

Proposers must comply with all provisions of State of Illinois and federal laws including but not limited to the State of Illinois Human Rights Act and the regulations of the Illinois Human Rights Commission.

The President and Board of Trustees reserve the right to reject any and all bids or parts thereof and to waive any informalities, technicalities and irregularities in proposing and to disregard all non-conforming, conditional or counter bids.

By order of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

PRESIDENT AND BOARD OF TRUSTEES VILLAGE OF ORLAND PARK, ILLINOIS

BY: JOHN C. MEHALEK VILLAGE CLERK

# Village of Orland Park, Illinois

# **REQUEST FOR PROPOSALS**

RFP #15-007

Stellwagen Family Farm Master Plan

Request Issued:

February 2, 2015

Proposals Due:

February 27, 2015 11:00 A.M.

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I. PROJECT INFORMATION



Stellwagen Farm, Village of Orland Park, IL.

# **OVERVIEW**

This Request for Proposals (RFP) seeks a consultant firm with experience in master plan consulting services to establish an agricultural management plan and a curation program for a 60 acre heritage farm owned by the Village of Orland Park and located in the Grasslands Planning District. The Consultant will provide components to the master plan that will emphasize educational and community programming for the farm.

The first portion of this document (Section I Project Information) presents the characteristics of the site, its context, and general information related to its operational and functional potential. The information presented in Section I shall not be treated as inclusive of all data available, but shall be considered a reasonable attempt to expose the reader to key elements of existing master plans, codes, and policies related directly and indirectly to the subject site. Section I also outlines the scope of services, roles of interested parties, the submission requirements and the evaluation process the Village will undertake to consider the best qualified submission.

The second portion of this document (Section II Scope of Services) includes the required submission documents Respondents must submit with the proposal.

The third portion of this document (Section III Appendices) contains expanded and supplemental data. Where applicable, efforts shall be made by the reader to obtain and utilize the primary source materials referenced herein. Where discrepancies exist, the adopted codes and regulations shall override this document.

## **RESOURCES**

Documents discussed herein can be found on the Village's website: <a href="https://www.orlandpark.org/bids.aspx">www.orlandpark.org/bids.aspx</a>

#### CONTACT INFORMATION

All questions related to this proposal must be submitted in writing, not later than noon local time on **February 13, 2015**, to:

Michael Kowski, AICP, Assistant Development Services Director

Email: mkowski@orlandpark.org

Fax: 708.403.6124

After the question deadline, the Village will provide answers to all questions via a written Addendum to be posted on the Village's website. In order to receive notification of any Addenda, please register your email with the Village via the "Sign Up" link for Bid Postings at <a href="https://www.orlandpark.org/aspx">www.orlandpark.org/aspx</a>.

Proposers will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Proposer should have been aware. The Village will reject all claims thereto. Information (other than in the form of a written Addendum issued by the Village) from any officer, agent or employee of the Village or any other person shall not affect the risks or obligations assumed by the proposer or relieve him/her from fulfilling any of the conditions and obligations set forth in the proposal and other contract documents.

Proposers shall be required to acknowledge receipt of any formal Addenda by signing the Addendum and including it with the submittal. Failure of a proposer to include a signed formal Addendum may deem its submittal non-responsive; provided, however, that the Village may waive this requirement if in its best interest. In the event of conflict with the original proposal documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.



Stellwagen Farm, Village of Orland Park, IL.

# **SUBMISSION DEADLINE**

Proposals must be submitted not later than 11:00 A.M., local time, on **February 27**, **2015**. No consideration will be given to information/ proposals received after the stated date and time. Proposers must submit one (1) Compact Disc (CD) containing the full proposal electronically and four (4) complete, sealed, signed and attested copies of the proposal, one (1) of which shall be a complete, identical, unbound copy of the proposal with original signatures. All sealed copies shall be labeled: RFP #15-007 STELLWAGEN FAMILY FARM MASTER PLAN and addressed to:

Village Clerk's Office Village of Orland Park 14700 S. Ravinia Avenue Orland Park, IL. 60462

# BACKGROUND

The Village of Orland Park (the "Village") seeks proposals from the architectural, historic preservation and marketing community to master plan and program a 60 acre heritage farm in the Grasslands Planning District. The Village purchased this property—known as the Stellwagen Family Farm-- in 2002 with the Orland Park Open Lands Corporation and a grant from the Illinois Department of Natural Resources' Open Lands Trust. At this time, the Village and the Stellwagen Family Farm Foundation (the "Foundation") wish to see the farm master planned and programmed according to the Foundation's mission to preserve, restore and interpret the site, its structures, artifacts and history for the edification of the Orland Park public regarding its agricultural and pastoral heritage.

# **Site Summary**

Address:	17801 S. 108 <sup>th</sup> Ave.
Area:	60 Acres
Dimensions:	1,279 ft. x 1,966 ft.
Use Type:	Agricultural/ Institutional
Zoning:	OL Open Lands District
Landmark:	Yes
National Register:	Eligible
Age:	154 Years

#### **PAST PLANNING**

Since 2002, the Village, the Foundation and the Orland Park Open Lands Corporation, with cooperation and collaboration of the Stellwagen Family, have worked to restore and historically preserve the agricultural buildings (barns, coups, sheds, cribs etc.) of the farmstead. During this time, the Village owned the agricultural land and continuously farmed it, but the farmstead proper was part of a Stellwagen life-estate. In 2013, the life-estate ended and the farmstead came under the direct control of the Village. Since the end of the life-estate, the only building remaining unrestored on the farmstead is the Stellwagen family farmhouse. The Village and the Foundation are currently working toward the restoration of the farmhouse to the farm's period of significance (1935-1945).

The Village has also begun engineering work on a meandering multi-use path perimeter trail plan for the Stellwagen Farm that will connect various neighborhood bicycle and walkway networks around the farm to facilitate regional connectivity.

## **COMMUNITY**

The Village of Orland Park is located just 25 miles southwest of downtown Chicago. With three Metra train stations that provide access to the city, Orland Park provides big-city opportunity and the comforts and amenities of a suburban community. Its 57,767 residents and over 11 million square feet of commercial space are amidst 15,000 acres of lush forest preserves and over 740 acres of preserved open space and 60 parks. Orland Park is expected to reach 75,000 residents by 2030 and is consistently ranked as one of the Chicago region's premier communities within which to live.

Present day Orland Park finds its roots in its agricultural heritage. From the late 19<sup>th</sup> Century through to the mid-20<sup>th</sup> Century, Orland Park and the area around it was predominantly characterized by open farmland and an agricultural economy of exports. The original town (what is today the Old Orland Historic District) was centered on the Wabash, St. Louis and Pacific Railroad line and station, which



Orland Park Comprehensive Plan, Village of Orland

facilitated the export of farm produce and livestock to Chicago, St. Louis and the greater Midwest. Part of this agricultural economy was the Stellwagen Farm, which was farmed by the Stellwagen family even before Orland Park existed in 1861.

The Stellwagen Farm was farmed for eight (8) continuous generations by the same family. Even today, owned as it is by the Village of Orland Park, the farmland is managed by the Stellwagen Family Farm Foundation, two of whose members are Stellwagens. The farmland was purchased by the Village for the purpose of improving residents' quality of life. The Village's aim was to preserve open space for the community and the history of Orland Park. The Stellwagen sale of the farm to the Village intended the preservation and education of Orland Park's agricultural heritage so that children could know and learn the workings of food production.

## **CONTEXT**

The project site is located in the Grasslands Planning District in the south west quarter of Orland Park. Per the Comprehensive Plan, the Grasslands Neighborhood Center is approximately a ½ mile to the west on 179<sup>th</sup> Street and Wolf Road and the Grasslands Forest Preserve is approximately two blocks east of the farm. The farm itself is generally surrounded by single family residential subdivision development. The area is known for its quiet residential lifestyle and large passive open spaces.

## Zoning

The project site is zoned OL Open Lands District and is largely characterized by its highly visible and iconic historic farmstead along 108<sup>th</sup> Avenue and its rolling agricultural topography. The farmstead is bounded on the north by an ancient tree stand while the site, in general, is tree lined along the perimeter of the farm with younger saplings to demarcate the border with neighboring residences in the newer subdivisions.

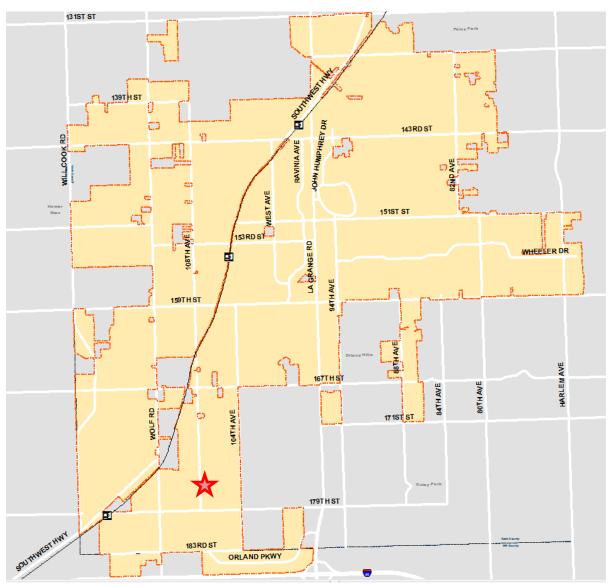
#### Landmark Status

The Stellwagen Farmstead was landmarked in 2008 to preserve its architectural significance and historic integrity for the community. All future planning for the farm shall take this into consideration to preserve the historic character of the place.

## Future Development

While the farm is envisioned to remain agricultural open space, it is anticipated that some new construction will be introduced to the farm to accommodate the mission of the Foundation. A new parking lot to accommodate site visitors will potentially locate to the north of the farmstead and a docent/ facilities/ touring center may eventually be constructed to help the public learn about the farmstead and the farm. In addition, some of the farmstead buildings themselves may be repurposed to meet the needs of the farm as an agricultural and educational facility.

Community & Neighborhood Data				
Median Household Income	\$77,317			
Median Age	44.4 years			
Total Village Population	57,266 residents			
Population w/in ½ mile	4,394 residents			
Households w/in ½ mile	1,810			
Distance to I-80 & La Grange Road	2.5 miles			
Distance to 179 <sup>th</sup> St. & Wolf Road	0.7 miles			
Distance to 179 <sup>th</sup> Street Metra Station	1.3 miles			
Distance to Grasslands Forest Preserve	0.7 miles			



Location of Stellwagen Farm, Village of Orland Park, IL.



Stellwagen Farm Aerial, Village of Orland Park, IL.

# VISION

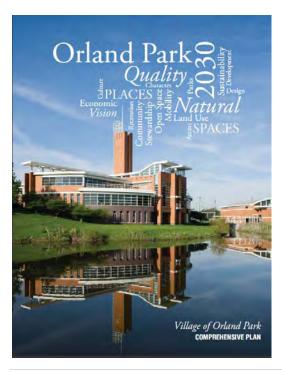
The Stellwagen Family Farm is a treasured place that preserves the agricultural and cultural heritage of rural Cook County's past. The Farm is an opportunity to bring to life that past and educate people today, particularly in regard to the origins of their food. It is also an opportunity to continue caring for the land in a sustainable manner and creating a healthy environment with native plants and wildlife, providing outdoor recreation, producing local food from the land, interpreting history through the Stellwagen Family, and maintaining a place of beauty and inspiration in Orland Park.

#### MISSION

The mission of the Stellwagen Family Farm is to preserve, restore and interpret the site, its structures, artifacts and history, providing a wonderful and unique asset for Orland Park.

# **FOUNDATION'S GOALS**

- 1. Create a true sense of daily life on the farm between the Depression and World War
- 2. Provide educational and recreational opportunities.
- 3. Ensure Sustainable land management of prairie and cropland.
- 4. Seek revenue generating opportunities.
- 5. Foster partnerships within the cultural, agricultural and environmental communities.
- 6. Create a volunteer base in the community.



# VILLAGE'S COMPRHENSIVE PLANNING GOALS

The 2013 Village of Orland Park
Comprehensive Plan "Quality Places, Natural
Spaces" includes a number of goals and
objectives that relate to the Stellwagen Farm
as a Village-owned property. The main goals
affecting the Stellwagen Farm from the
Comprehensive Plan are listed below.
Objectives and action items for each of these
goals can be found individually in the
Comprehensive Plan on the Village website at
<a href="https://www.orlandpark.org/index.aspx?nid=125">www.orlandpark.org/index.aspx?nid=125</a>.

1. <u>Open Space, Parks and Recreation Goal</u> 1.0 CONNECT: Connect open green space.

- Interconnected systems should include both natural and man-made features that link together both local and regional systems.
- Open Space, Parks and Recreation Goal 3.0 RECREATE: Protect and enrich active
  parks and recreation opportunities in order to improve the physical and mental
  health of citizens of all ages, strengthen local economies, attract new business,
  contribute to the local tax base, increase property values, protect the environment,
  and preserve wildlife habitat.
- 3. *Open Space, Parks and Recreation Goal 4.0 EDUCATE AND BRAND*: Educate and inform the public about the Orland Park open space infrastructure system.
- 4. <u>Community and Culture Goal 1.0 CULTIVATE</u>: Cultivate diverse and meaningful cultural offerings to increase the quality of life for all Orland Park residents and visitors. Sponsor cultural investment in community assets that endow innovation, knowledge sharing and entrepreneurship to create a multi-faceted culturally creative economy.
- Community and Culture Goal 2.0 ACTIVATE: Activate Orland Park neighborhoods, public spaces, marketplaces and workplaces to be vibrant, attractive and complete gathering places.
- 6. <u>Community and Culture Goal 3.0 ENGAGE & GOVERN</u>: Based on a foundation of public participation, Orland Park will demonstrate an efficient, equitable and cost effective use of public resources.
- 7. <u>Sustainability and Stewardship Goal 2.0 ECONOMY</u>: Improve the economic performance of homes and businesses through education and context sensitive regulations, incentives and programs.
- 8. <u>Sustainability and Stewardship Goal 3.0 EQUITY</u>: Orland Park will provide a high quality of life and a healthy and livable community for all demographics.

# **II. SCOPE OF SERVICES**

# REQUEST DELINEATION

The Village and the Foundation are seeking proposals from a highly qualified consultant team ("Consultant") capable of master planning a 60 acre heritage farm owned by the Village and of developing a competent and dependable curation program for the Stellwagen Farm ("the Project").

#### PROJECT GOAL AND OBJECTIVES

## Goal

• Provide a high quality, fiscally sound and successful agricultural management and educational program for the Farm.

# **Objectives**

- Increase opportunities for residents to learn about farming practice and community history.
- Build support for the farm within the business community.
- Structure the Project to contribute positively to a new municipal agricultural program and benefit the Village from an open space and transportation network perspective.

#### ANTICIPATED DELIVERABLES

The Master Plan and Curator's Program for the Stellwagen Farm will include the following deliverables:

## Marketing & Outreach

- Identify programs of activities that work for municipally operated farms and can be successfully implemented to earn revenue for the Farm's educational and community programming.
- Conduct a market analysis and demonstrate market feasibility for identified programs and activities.
- Develop a marketing strategy for the proposed activities and programs.
- Craft a strategy for corporate and local sponsorship.

# Operations & Budget

- Develop an operating budget to manage the agricultural and curatorial aspects of the Farm's educational and community programming.
- Include a five year financial strategy covering farm lease management, husbandry management, crop selection and revenue, expected production yields

(e.g. various produce, eggs etc.) and a pricing strategy for admission, activities, sales etc.

- Develop an annual schedule around which programs and agricultural practices are organized and coordinated.
- Identify opportunities for cross-municipal collaboration.
- Make recommendations on visitor flow (some site planning).
- Make recommendations for membership and volunteer management.

# **TENTATIVE TIMETABLE**

The following timetable is provided as a tentative schedule. Dates may change depending on any number of variables, such as an extended review timeframe. The Village may adjust the below timetable in order to meet necessary public meeting requirements or timelines. Generally, the dates on this timetable are considered reasonable to meet regularly scheduled meetings of the Village Board and the Stellwagen Family Farm Foundation.

February 2, 2015 - Release RFP

February 13, 2015 - Question Deadline (not later than noon)
February 27, 2015 - Responses Due (not later than 11:00 a.m.)

March 25, 2015 - Consultant Evaluation

April 6, 2015 - Board Review and Recommendation

April 6, 2015 - Candidate Selection
April 13, 2015 - Contract Negotiation
April 27, 2015 - Notice to Proceed

# **GENERAL ROLES AND RESPONSIBILITIES**

It is expected that a single consultant (the "Awardee") will be selected to be responsible for master planning and developing a curation program for the farm; however, the Village reserves the right to select more than one Awardee.

The Village and the Foundation anticipate working closely and cooperatively with the Awardee; however, the Village does not currently anticipate entering into any other formal relationship with the Awardee other than the master planning services outlined in this RFP.

*Village*: The Village's role and intent is as the current and perpetual owner of the site with a primary role in ensuring the Village's interests are protected and furthered with the assistance of the Awardee.

Village Consultant(s): The Village has retained various consultants to assist the Village with many aspects of this Project. The Village may, at certain times, designate certain consultants to act as agents of the Village; however, this would be expressly defined in writing by the Village prior to such occurrence. At no time will a Village consultant have unilateral authority to direct or approve any aspects of the Project on the Village's or the Foundation's behalf.

Foundation: The Foundation's role and intent is as the curating and programing organization of the Stellwagen Family Farm. The Foundation's primary role is to fulfill its mission and implement the vision for the farm by advising and guiding the Village's interests in the Project.

## VILLAGE'S INTENT

Request for Proposals (RFP)

The Village is seeking the best overall qualified Proposer for the Project. The Village recognizes that Proposers may have varying degrees of direct, successful experience with agricultural master planning and program curation of the contemplated scope. Consequently, the Village is undertaking this Request for Proposals to help ensure that subsequent discussions regarding a specific proposal are conducted with a Proposer that the Village believes possesses the requisite successful past experience.

During the evaluation process, Proposers may be asked to present formal presentations and submit examples of site and subject specific projects.

#### **Evaluation Process**

- 1. An Evaluation Committee will evaluate the technical proposals submitted using the Evaluation Criteria below.
- 2. The Evaluation Committee will select the proposal which is the most responsive to the Village's requirements, and based on ability and fee, appears to be best able to serve the Village.
- 3. Award of the Contract must be approved by the Village Board of Trustees.

#### **Evaluation Criteria**

Proposals shall provide a straight-forward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made. Award will be made to the Proposer who represents the best overall quality and value to the Village and proposals will be evaluated with an emphasis on the following:

- Demonstrated successful physical and economic/financial experience on projects of similar or larger scopes, value and quality. (30%)
- Demonstrated successful past performance through references of previous clients, including local governments. (20%)
- Demonstrated organizational capacity and managerial capability to successfully execute and deliver projects of similar or larger scopes, value and quality. (35%)
- Demonstrated credentials, experience, and reputation of personnel identified to lead, execute, deliver and manage the Project to include key proposed consultants. (15%)

The Village reserves the right to accept any proposal, any parts thereof, or to reject any and all proposals. The Village reserves the right to waive minor informalities or irregularities in the proposals received, to accept any proposal deemed advantageous to the Village, or to reject any and all proposals submitted. Conditional proposal, or those which take exception to the Contract documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

The Village may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work in conformity with the Contract documents, and the Proposer shall furnish to the Village all such information and data for this purpose as the Village may request.

The Village reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The Village may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental, and other submissions provided

by the Proposer during discussions or negotiations will be held by the Village as contractually binding on the Awardee.

# **SUBMISSION REQUIREMENTS**

The following is an outline of the submittal requirements with some explanation. Proposals submitted must include all information and documents as requested in this RFP. No oral or electronic proposals, including those sent by facsimile or via email, will be accepted or considered. All proposals received after the submittal deadline will be rejected and returned unopened. Failure to follow these instructions may result in rejection of the proposal. THE VILLAGE RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY IRREGULARITIES.

## **DEADLINE**

Proposals must be submitted no later than 11:00 A.M., local time, on **February 27, 2015**. No consideration will be given to information/ proposals received after the stated date and time.

# **SUBMISSION QUANTITY AND FORMAT**

The proposal shall be submitted and organized generally as follows:

- A. Cover Letter;
- B. Understanding of Request;
- C. Consultant's Relevant Qualifications and Experience;
- D. Concepts for the Master Plan;
- E. Summary Statement (optional)

There is not a minimum or maximum page limitation but qualification statements should be kept directly relevant and succinct.

Proposers must submit one (1) Compact Disc (CD) containing the full proposal electronically and four (4) complete, sealed, signed and attested copies of the proposal, one (1) of which shall be a complete, identical, unbound copy of the proposal. The unbound copy must contain original signatures.

# UNDERSTANDING OF REQUEST

This section shall summarize the prospective Consultant's understanding of the request and requirements, including site analysis and understanding of the community and region. The Consultant may add any additional information to help the Village determine that a Consultant is qualified.

# **RELEVANT QUALIFICATIONS**

The prospective Consultant must demonstrate experience with facilitating successful projects of similar scope and quality.

# **PROPOSAL SUMMARY**

A summary statement is optional but can be included with information the prospective Consultant thinks would help the Village to select the best overall qualified candidate. For example, a discussion or list of concepts the Village has not previously considered or contemplated may be appropriate here.

# **GENERAL PROVISIONS**

Once submitted, no proposal may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely proposal. Any proposal received after the time and date specified for opening, or any postponement thereof, will not be considered. Proposals shall be irrevocable for a period of ninety (90) calendar days after the Village opens them.

Each Proposer is responsible for reading the RFP documents and determining that the Project is described in sufficient detail. Failure of a proposer to do so shall not relieve the proposer of any obligation with respect to said proposal. After proposals have been opened, no proposer shall assert that there was a misunderstanding concerning the nature of the work to be done and no such claim shall relieve a proposer from its obligation to perform. All proposals must be made only on the forms provided by the Village and must be made in accordance with this RFP all of which are on file and may be obtained for examination in the Village of Orland Park Clerk's Office 14700 S. Ravinia Ave. Orland Park, IL 60462 or obtained from the Village's website www.orlandpark.org and are made part of this notice as though fully set forth herein.

## **FORMS**

All forms be completed and submitted with the proposal.

#### REFERENCES

Proposers shall provide the Village with the names and contact information of three (3) professional references for which similar services have been provided. List any municipalities or public entities your firm has served in the last five (5) years. Proposers shall grant the Village permission to contact said references and ask questions regarding prior work performance. Village shall use the information gained from proposer's references to further evaluate the proposers.

# **CONTRACT**

The Awardee will be required to enter into a services contract with the Village and to submit all necessary insurance certificates within ten (10) business days of receiving notice that it has been awarded the contract (hereinafter referred to as the "Contract"). The Contract(s) will be modified to incorporate the terms of this RFP and any pertinent documents included with the selected Proposers accepted and approved proposal. The Village reserves the right to terminate the relationship with the successful proposer if the required documents are not submitted to and approved by the Village within ten (10) business days of receiving notice of the award of the contract. The proposer shall

also include a copy of their standard contract terms and conditions for review of the Village with the RFP or they will not be considered or utilized in the contract process.

Should the Awardee neglect, refuse, or fail to complete the work under the contract in accordance with the Village's Requirements, the Awardee may be liable for consequential damages resulting directly from their negligent acts.

#### **INCURRED COSTS**

The Village will not be liable in any way for any costs incurred by the respondents in replying to this RFP.

#### CONFIDENTIALITY

After award of the contract, all responses, documents, and materials submitted by the proposer pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Village 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 proposer must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to the Illinois Freedom of Information Act.

# **ASSIGNMENT**

The Awardee shall not assign the work of this Project without the prior written approval of the Village.

## **COMPLIANCE WITH LAWS**

Proposers shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the preparation of proposals or the performance of the Contract.

Proposers shall make all necessary applications for a federal employer identification number, state sales tax number and a payroll tax number; and file all tax returns as required by law.

Proposer hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The Proposer shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall

prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Proposers and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Proposers and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed.

# **INSURANCE REQUIREMENT**

Proposer shall produce and maintain for the term of the contract, and any renewals or extensions thereof, the various insurance coverage requirements as stated on the enclosed Insurance Requirements Certification. Proposers are required to sign said Insurance Requirements Certification as part of their proposal; by signing said Certification, Proposer is confirming its knowledge and acceptance of all Village of Orland Park insurance requirements.

Certified copies of policies evidencing required insurance coverage and all certificates of insurance in connection therewith shall be furnished to the Village at its request prior to commencement of any work. All such policies shall name the Village as an additional insured and shall provide that the policy may not be terminated or canceled without at least thirty (30) days advance written notice to the Village, or, except upon prior written approval of the Village, materially changed.

# **INDEMNIFICATION**

The Awardee shall indemnify, defend and hold harmless the Village, its trustees, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the Awardee, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Awardee, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract Documents, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act: or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Proposer shall be solely liable for all costs

of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Awardee shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Proposer shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

#### PROPOSAL SUBMITTAL CHECKLIST

In order to be responsive, Proposers must submit all of the following items:

- Sealed Proposal Envelope Addressed to the Village of Orland Park, Attn: Village Clerk's Office, 14700 S. Ravinia Avenue, Orland Park, Illinois 60462 and labeled: RFP #15-007 - STELLWAGEN FAMILY FARM MASTER PLAN, in the lower left hand corner.
- Proposal Proposer must submit one (1) CD containing the full proposal electronically and four (4) complete, signed, sealed and attested copies of the proposal one (1) of which shall be a complete, identical, unbound copy of the proposal and shall include all requested information, Certificate of Insurance, all appropriate forms, certificates and affidavits and addendum acknowledgements in each copy in order to be considered responsive. The unbound version shall have original signatures.
- All forms completed from Section III Appendices:
  - Proposal Summary Sheet
  - o Affidavit of Compliance
  - o References
  - Insurance Requirements

# III. APPENDICES

# **PROPOSAL SUMMARY SHEET**

# RFP #15-007 - Stellwagen Family Farm Master Plan

Project Name

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown

Jelow.
Organization Name:
Street Address:
City, State, Zip:
Contact Name:
Phone: Fax:
E-Mail address:
FEIN#:
Signature of Authorized Signee:
Title:
Date:
ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date on the date of the company of the date

submittai.

# **AFFIDAVIT OF COMPLIANCE**

The certifications set forth in this Affidavit shall become a part of any contract awarded to the Proposer. Proposer shall comply with these certifications during the performance of the contract.

The undersigned _	(Print Name)	,as			
	(Print Name)		(Title)		
and on behalf of				certifies that:	
	(Propo	ser)			
BUSINESS ORGANI	ZATION:				
The form of busine	ss organization of the	e Proposer is (c	heck one):		
[ ] Sole Pr	oprietor	]	] LLC		
[ ] Partnership		[]।	[ ] Independent Proposer (Individua		
[ ] Corpor	ation				
If Propose	r is a corporation, inc	dicate the state	and date of inc	corporation:	
Federal Employer I	.D.# (or Social Securi	ty # if an indivi	dual/sole propr	ietor <b>):</b> _	
Indicate if the corp	oration is authorized	d to do busines	s in Illinois: Ye	s[] No []	
ELIGIBILITY TO ENT	ER INTO PUBLIC CON	NTRACTS: Y	es [ ] No [ ]		

The Proposer is eligible to enter into public contracts, and 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 Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

# SEXUAL HARRASSMENT POLICY: Yes [ ] No [ ]

The Proposer has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department ( of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

# EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [ ] No [ ]

During the performance of this Project, Awardee will comply with the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. In the event of the Awardee's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Awardee may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

## Awardee agrees:

- **A**. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- **B.** That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- **C.** That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status,

national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

- **D.** That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- **E.** That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- **F.** That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- **G.** That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

"Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

# TAX CERTIFICATION: Yes [ ] No [ ]

Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

#### **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Proposer set forth on the Proposal Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations and

information provided in or with this An	idavit are true and accurate.
	ACKNOWLEDGED AND AGREED TO:
	Signature of Authorized Officer
	Name of Authorized Officer
	 Title
	Date
Subscribed and Sworn To Before Me This Day of, 20	
Notary Public Signature & Seal	

# **REFERENCES**

Please provide three (3) references where you have performed similar work as outlined in this RFP.

ORGANIZATION	 	 	 	 	
ADDRESS					
CITY, STATE, ZIP					
PHONE NUMBER					
CONTACT PERSON	 	 	 	 	
DATE OF PROJECT					
ORGANIZATION					
ORGANIZATION					
ADDRESS	 	 	 	 	
CITY, STATE, ZIP					
PHONE NUMBER					
CONTACT PERSON					
DATE OF PROJECT					
ORGANIZATION					
ORGANIZATION					
ADDRESS		 	 	 	
CITY, STATE, ZIP					
PHONE NUMBER					
CONTACT PERSON					
DATE OF PROJECT					
Proposer's Name & Title:					
Signature and Date:					

# **INSURANCE REQUIREMENTS**

# Please submit a policy Certificate of Insurance showing bidder's current coverage's

#### **WORKERS COMPENSATION & EMPLOYER LIABILITY**

\$500,000 – Each Accident \$500,000 – Policy Limit \$500,000 – Each Employee

#### **AUTOMOBILE LIABILITY**

\$1,000,000 - Combined Single Limit

#### **GENERAL LIABILITY (Occurrence basis)**

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit \$1,000,000 – Personal & Advertising Injury \$2,000,000 – Products/Completed Operations Aggregate Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

#### **EXCESS LIABILITY (Umbrella-Follow Form Policy)**

\$10,000,000 – Each Occurrence \$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

#### **INSURANCE AGENT ERRORS AND OMISSIONS LIABILITY**

Limit- \$10,000,000

(A Copy of Policy Declarations Page must be submitted with response)

Any insurance policies providing the coverages required of the Proposer, excluding Professional Liability, shall be <u>specifically endorsed</u> to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the Proposer, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the Proposer's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected Proposer, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS	DAY OF, 20
Signature	Authorized to execute agreements for:
Printed Name & Title	Name of Company

# **ATTACHED & RELEVANT DOCUMENTS**

- 1. Stellwagen Farm Concept Plan
- 2. Draft Stellwagen Farm Master Plan Background Information
- 3. Survey of Property
- 4. Draft Perimeter Path Plan
- 5. Orland Park Comprehensive Plan: http://il-orlandpark2.civicplus.com/index.aspx?nid=125

