



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

P. 815-740-4712
F. 815-740-4604
E. klynn@willcountyillinois.com

WILL COUNTY EXECUTIVE

KEVIN LYNN
DIRECTOR

County Office Building
302 N. Chicago Street
Joliet, IL 60432

January 9, 2024

To Whom It May Concern:

Will County is requesting responses from qualified candidates for consulting Services to assist the County in **updating the Land Resource Management Plan to evaluate and determine the current and future land use and housing needs within the incorporated and unincorporated portions of Will County.**

Responses to this solicitation will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 North Chicago Street, Joliet, IL 60432, **not later than 4:00 p.m., "as so indicated by the time stamp clock of Will County," Friday, February 16, 2024. Bids received after this time will not be accepted.**

The respondent acknowledges the right of the County of Will to reject any or all responses and to waive non-material informality or irregularity in any statement of qualifications received in whole or part as may be specified in the solicitation.

Should you have any questions regarding this RFQ, please contact Kevin Lynn, Purchasing Director, at klynn@willcountyillinois.com.

We welcome your response to this solicitation.

Sincerely,

Kevin Lynn

Kevin Lynn
Purchasing Director

INSTRUCTIONS TO RESPONDENTS
REQUEST FOR QUALIFICATION (RFQ) FOR CONSULTING SERVICES TO ASSIST THE
COUNTY WITH UPDATING THE LAND RESOURCE MANAGEMENT PLAN.

GENERAL REQUIREMENTS:

Will County is requesting qualifications from candidates for **consulting services to assist the County in updating the Land Resource Management Plan to evaluate and determine the current and future land use and housing needs within the incorporated and unincorporated portions of Will County.**

QUALIFICATIONS:

Sealed Statements of Qualification will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432, **not later than 4:00 P.M., Friday, February 16, 2024, “as so indicated by the time stamp clock of Will County”**. **PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

Sealed Statements of Qualification must be made in accordance with the instructions contained herein. All Forms shall be filled out and shall not be detached from this binding. The complete set of Contract Documents shall be submitted with this U H V Solicitation forms and specifications as attached hereto shall be used to form the Contract for the work to be performed.

Statements of Qualification shall be submitted on the forms furnished by the County of Will in a sealed package marked with the vendor's name and address and the notation:

SEALED STATEMENTS OF QUALIFICATION:

**CONSULTING SERVICES TO ASSIST THE COUNTY WITH UPDATING THE LAND RESOURCE
MANAGEMENT PLAN.**

STATEMENTS DUE: **Friday, February 16, 2024 - 4:00 P.M.**

Statements of Qualification shall be addressed to the Will County Purchasing Department, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432.

SIGNATURE OF QUALIFICATIONS:

The County of Will expects the **signature on statements of qualification documents** to be that of an authorized representative of said Company. An officer or agent of the offering bidder who is empowered to bind the vendor in a Contract shall sign the response and any clarifications to that response.

Each vendor, by making their statement of qualifications, represents that they have read and understands the documents. **Any statements of qualification not containing said signed documents shall be non-conforming and shall be rejected.**

PROCEDURES:

1. All statements of qualification must be prepared on the forms provided by the County of Will with one (1) original, three (3) copies and one (1) electronic copy on a digital storage device submitted in accordance with the Instructions to Vendors.
2. A statement of qualifications 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. Changes or corrections may be made in the solicitation documents after they have been issued and before statements of qualification 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 solicitation 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 solicitation documents. Except in unusual cases, addenda will be issued to reach the vendors at least five (5) days prior to date established for receipt of statements of qualification.
4. Each respondent shall carefully examine all solicitation documents and all addenda thereto and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a response. 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 response due date, notify the County of Will, which will, if necessary, send written addenda to all vendors. The County of Will is not responsible for any oral instructions. All inquiries shall be directed to Kevin Lynn, klynn@willcountyillinois.com. After proposals are received, the vendor will make no allowance for oversight.

REJECTION OF RESPONSES:

The respondent acknowledges the right of the County of Will to reject any or all statements of qualification, to waive any non-material informality or irregularity in any statement of qualifications received, and to accept the statement of qualifications deemed most favorable to the interest of the County of Will after all have been examined and evaluated. In addition, the respondent recognizes the right of the County of Will to reject a statement of qualifications if it is in any way incomplete or irregular.

INSURANCE REQUIREMENTS:

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below.

1. Workmen's compensation insurance. The Contractor shall procure workmen's compensation insurance as required by applicable state law for all of his employees who would be engaged in work on the project. In case any class of employees engaged in any work on the project under this Contract is not protected under the workmen's compensation statute, the Contractor shall provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. In addition, the Contractor will provide employer's liability (coverage B) in the amount of \$1,000,000.00.
2. Contractor's Comprehensive General Liability and Property Damage Insurance. Contractor's Comprehensive General and Property Damage Insurance shall be in an amount not less than \$1,000,000.00 for injuries including accidental death to any one person and not less than \$1,000,000.00 on account of any one occurrences and property damage insurance including completed operations broad form in an amount not less than \$500,000.00 or \$1,000,000.00 combined single limit bodily injury and property damage.
3. Motor Vehicle Insurance. The Contractor shall furnish and maintain at his own expense, comprehensive motor vehicle liability insurance covering the use of all owned, non-owned or hired motor vehicles and that the limits on said policy for bodily injury including death resulting there from shall be not

less than \$250,000.00 for each person and \$500,000.00 for each occurrence and property damage coverage of not less than \$250,000.00.

4. Owner's Protective Liability Insurance. The Contractor shall protect the County or its assignee, if any, from contingent responsibility arising from the work performed under this Contract by adding these parties as named insured as a rider to the General Contractor specified Comprehensive General Liability Policy in an amount not less than \$1,000,000.00 per occurrence. The named insured in this Comprehensive General Liability Policy shall be: County of Will, 302 N. Chicago St., Joliet, IL. 60432.

RISK OF LOSS:

The Contractor shall assume all risks for loss or damages to materials whether stored on the site or elsewhere, or to tools or equipment owned or rented by the Contractor, and he shall maintain such insurance as he may deem necessary to protect himself against such loss or damage.

PROOF OF CARRIAGE OF INSURANCE:

1. The certificates provided by the CONTRACTOR at the time of bidding shall not be canceled or materially altered except after 30 days written notice to the COUNTY and agreed upon.

2. All policies shall substitute the word "Occurrence" for "accident" for both bodily and property damage. "Occurrence" shall be defined to mean an event or series of events or continuous or repeated exposure to conditions, which unexpectedly cause injury or damage during the policy period.

3. All insurance coverage shall be provided by insurance companies maintaining a financial strength and claims paying ability rating no lower than "A" MINUS "VIII" as rated by the 1999 or most current AM Best Insurance Guide.

AGREEMENT:

The Contractor shall be required to enter into a formal agreement for the subject services and to provide insurance certificates and other information required by the County. The County's Services Contract will form the basis of the contract between the County and the Contractor. A copy of the County's Services Contract is included with this Request for Proposals. Refusal to accept the contract provisions proposed in the County's Services Contract without offering reasonable alternatives that do not substantially impair the County's rights under the contract may result in disqualification. Unless indicated otherwise, submission of a proposal indicates that the Proposer is willing to enter into a contract with the County substantially incorporating the terms of the County's Services Contract.

PRIME CONTRACTOR CERTIFICATION:

Included in this packet is a prime contractor certification form. This form **must** be filled out, signed and returned with your qualifications or it will not be considered.

NON-DISCRIMINATION:

The respondent shall at all times observe and comply with any applicable laws, statutes, regulations or the like relating in any way to civil rights including but not limited to the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.

DEFAULT:

In case of default by the successful respondent, the County of Will may procure the services from other sources and may deduct from the unpaid balance due the successful respondent any of the County's costs resulting from the default, and the prices paid by the County of Will shall be considered the prevailing market price at the time such purchase is made.

HOLD HARMLESS CLAUSE:

The respondent will save and hold harmless the County of Will from and against all causes of action, liabilities, claims, demands and damages of whatsoever kind or nature arising out of or connected with the performance of services by the respondent, whether such injury, death, loss or damage shall have been occasioned by the negligence of the respondent, or a sub-consultant of the respondent, or their employees, or otherwise. The respondent will defend at its own expense any actions based thereon and shall pay all charges of reasonable attorneys, all costs, damages and other expenses arising therefrom. All obligations arising from this clause shall survive termination of the agreement resulting from award of a contract derived from this RFQ.

TAX EXEMPTION:

The County of Will is exempt from Federal, State and Municipal Taxes.

TERMINATION:

Either party hereto may, at any time during the term hereof, terminate the contract, with or without cause, upon thirty (30) days written notice to the other party of such termination. At the end of said thirty (30) days' notice period, the contract shall be terminated.

Immediately upon the termination of the contract for any reason, all debts, obligations and liabilities theretofore accrued between the vendor and Will County will be paid, performed and discharged except for the provisions of the Hold Harmless Clause which shall survive any termination of the Agreement resulting from the award of this solicitation.

COMPLIANCE WITH APPLICABLE LAW:

In all aspects relative to the performance of their respective obligations under this contract, the respondent and County of Will shall conduct their respective businesses in accordance with all applicable federal, state and local laws.

CHOICE OF LAW

Responses to this RFQ and any agreement connected herewith shall be governed by the laws of the State of Illinois, without regard to conflict of law provisions.

VENUE

Venue for any cause of action related to this RFQ and any agreement connected herewith shall be filed with the Twelfth Judicial Circuit, Will County, Illinois.

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. Responses 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 response that we treat certain information as exempt. We will not honor requests to exempt entire responses. 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 response with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the response as possible. In the event the County of Will receives a request for a document submitted, the County of Will shall provide notice to the respondent, as soon as practicable. Regardless, the respondent will be responsible for any costs or damages associated with defending any request for exempt treatment. Furthermore, respondent 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 response is accepted by the County of Will and a contract between the respondent and County of Will results for subsequent negotiations, 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 the respondent, its provision of services, or the arranging for the provision of services, the County of Will shall provide notice to the respondent as soon as practicable; and, within the period available under FOIA, respondent 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, respondent will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, respondent will warrant that County of Will's responses to requests for a document relating to the respondent, its provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please also be advised 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 respondent shall provide to the County of Will at no cost and within the timeframes 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, the respondent 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, the respondent will be responsible for any costs or damages associated with defending the request for exempt treatment.

TENTATIVE TIMELINE:

| | |
|-----------|---|
| 1/9 | RFQ Released |
| 1/31 | Questions/Clarifications due by 4:00 PM |
| 2/2 | Addenda Released |
| 2/16 | Submittals due by 4:00 PM |
| 2/20-2/23 | Internal Review |
| 2/26-3/8 | Interviews Held |
| 3/22 | Selection Finalized |

SUBMITTAL REQUIREMENTS:

Each of the following items shall be submitted by the time mentioned herein in order that the RFQ will be considered:

1. Cover Letter, signed by firm's principal, describing project team and approach.
2. Business organization including the date established, number of employees, and brief history of the firm
3. Statement of qualifications including a description of the approach the Consultant will employ in carrying out the work described in the Scope of Services
4. At least three (3) references of past clients with similar Scope of Services conducted and the period that was involved to complete the client's projects. Include company name, address, contact name, and phone number.
5. Signed Prime Contractor Certification.
6. Signed RFQ Form.
7. Completion of Receipt of Addenda Form (if addenda are issued).

CONSULTING SERVICES TO ASSIST THE COUNTY WITH UPDATING THE LAND RESOURCE MANAGEMENT PLAN.

Will County is requesting proposals from qualified candidates in conducting:

1. An assessment of current and future land use and housing needs within the incorporated and unincorporated portions of Will County.
2. A public planning process that identifies and prioritizes existing and potential future resources to address the assessed needs.
3. An update of the Will County Land Resource Management Plan in accordance with the Local Land Resource Management Planning Act (50 ILCS 805 *et. seq.*) to address the identified future land use needs; and
4. Either separately or within the Land Resource Management Plan update process, an implementation program to enact the preferred measures to address the housing needs to be adopted as the “Housing Element” to the Will County Land Resource Management Plan.

The current version of the Will County Land Resource Management Plan is available for reference:

<https://www.willcountyillinois.com/County-Offices/Economic-Development/WillCounty-Land-Use-Department/Community-Development-Division/Planning>

Key issues identified by the Land Use and Development Committee of the County Board include:

- Creating a Housing Element to accommodate the full spectrum of housing needs.
- Affirming the current status of preservation of the agricultural industry.
- Adjusting use policies for agricultural properties less than 10 acres in area.
- Increasing open space opportunities.
- Managing drinking water and storm water resources.
- Leveraging the logistics and warehousing industries to their fullest potential.
- Establishing more specific industrial district siting standards.
- Mitigating the freight traffic and personal traffic interface on arterial roads.
- Adding to the existing Interstate Interchange Form to account for potential locations in a rural setting.
- Anticipating the ever-changing landscape of the alternative energy industry – both on the producer and consumer sides.

PRIME CONTRACTOR CERTIFICATION:

The undersigned hereby certifies that _____
Company 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.

Name of Authorized Representative 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.



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

RFQ Form

#2024-64

Land Resource Management Plan

Name _____ F.E.I.N> # _____

Address _____

City _____ State _____ Zip _____

Contact Person _____ Phone _____

Email Address _____

Will County Agency Name: Will County Land Use

For additional information contact Kevin Lynn Purchasing Director klynn@willcountyillinois.com

Submittal Requirement Checklist: Each of the following items must be submitted for the response to be considered.

- _____ A. Cover letter
- _____ B. Business Organization
- _____ C. Statement of Qualifications
- _____ D. References
- _____ E. Signed RFQ Form
- _____ F. Signed Prime Contractor Certification Form
- _____ G. Signed Receipt of Addenda Form (if applicable)

Printed Name: _____

Signature: _____ **Title:** _____

Representative of Company



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

Reference Form

#2024-64

Land Resource Management Plan

Please list three (3) references, other than the County of Will, that you have done similar work, service or supplied similar products to:

Entity: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____

Entity: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____

Entity: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

Addenda Form

#2024-64

Land Resource Management Plan

Name _____ F.E.I.N> # _____
Address _____
City _____ State _____ Zip _____
Contact Person _____ Phone _____
Email Address _____

Will County Agency Name:

For additional information contact Kevin Lynn Purchasing Director klynn@willcountyillinois.com

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 _____

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

No. _____, dated _____, signed _____

LATE RESPONSES CANNOT BE ACCEPTED!

Respondents Return Address:

RFQ #: 2024-64 Land Resource Mgmt Plan Consulting Services

DUE DATE: 2/16/2024

DUE: 4:00 P.M.

DATED MATERIAL-DELIVER IMMEDIATELY

**WILL COUNTY PURCHASING DEPARTMENT
302 N. CHICAGO ST., 2ND FLOOR
JOLIET, IL 60432**

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

LATE RESPONSES CANNOT BE ACCEPTED!



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

No Bid Form

Please note: This form is only required if you are not bidding.

Solicitation Name/Number: **#2024-64 Land Resource Management Plan**

Reason for not bidding:

- | | |
|--|--|
| <input type="checkbox"/> Not enough time to respond | <input type="checkbox"/> Unable to compete |
| <input type="checkbox"/> Not Applicable to company | <input type="checkbox"/> No time to complete work |
| <input type="checkbox"/> Unable to obtain required insurance | <input type="checkbox"/> Unable to meet specs/requirements |
| <input type="checkbox"/> Unable to obtain required bonding | |
| <input type="checkbox"/> Other (please detail below) | |

Suggestions:

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Email: _____

Date: _____

Please retain our information for future solicitations: Yes No