

VILLAGE OF BROOKFIELD
REQUEST FOR PROPOSALS

Request for Proposals
Professional Services for Ogden Avenue Corridor Plan

Request for Proposal Information

RFP Name: Professional Services for Ogden Avenue Corridor Plan
Date Issued: March 25, 2020
Contact Person: Ross Klicker – 708-485-1113
E-mail Address: rklicker@brookfieldil.gov
Due Date: April 20, 2020
12:00 Noon

Please submit (1) original, two (2) copies of the RFP response documents, and (1) digital version.

Submittals shall be placed in a sealed envelope, marked “**Request For Proposals – Professional Services for Ogden Avenue Corridor Plan**” and delivered prior to the acceptance deadline, 12:00 Noon on Monday, April 20, 2020.

Proposals to be submitted to Ross Klicker, Director of Community Development

DELIVERY/MAILING ADDRESS

Village of Brookfield
Attention: Ross Klicker
8820 Brookfield Avenue
Brookfield, IL 60513
708.485.1113 (Direct Line)

VILLAGE OF BROOKFIELD
8820 Brookfield Avenue
BROOKFIELD, ILLINOIS 60513

LEGAL NOTICE

REQUEST FOR PROPOSALS

The Village of Brookfield will be accepting proposals for providing:

Professional Services for Ogden Avenue Corridor Plan

Specifications, general information and proposal forms are available in the Office of Community Development, Village of Brookfield, 8820 Brookfield Avenue, Brookfield, Illinois 60513

Sealed proposals will be accepted until 12:00 P.M., Monday, April 13, 2020, at the Village of Brookfield Administration Building, 8820 Brookfield Avenue, Brookfield, Illinois.

Nothing herein is intended to exclude any responsible firm, or in any way restrain, or restrict competition. All responsible and eligible firms are encouraged to submit proposals. The Village reserves the right to accept or reject any or all proposals, to waive informalities or technicalities in any proposal, and to accept the proposal which it deems to be in the best interests of the Village.

Overview

The Village of Brookfield is seeking a professional planning team to assist in testing and exploring the development opportunities within the Ogden Avenue corridor. This includes the area from Custer Avenue to East Avenue and incorporates all parcels fronting Ogden Avenue. These development opportunity plans will provide a better understanding of the development potential of various sites, appropriate uses, necessary roadway and infrastructure improvements and character issues. This information will help inform Village decision making and assist in planning related to potential zoning changes.

It is understood that the Ogden Avenue Corridor Plan should provide a compelling vision for the future of the sites in terms of the “highest and best use” for each site, including development potential, land use, and urban design potential. The Master Plan should provide flexibility to allow the Village to react and adapt to the changing marketplace and potential opportunities. The Corridor Plan should also outline implementation strategies that are both comprehensive and creative. These strategies will consider the roles of government entities in the implementation process, community outreach and engagement and make the most of partnership opportunities and resources.

Situational Analysis

The Village of Brookfield is seeking to enter into a professional services agreement with a qualified vendor to develop the Ogden Avenue Corridor Plan based on the above strategy.

Background

The Village of Brookfield is located 13 miles west of downtown Chicago in Cook County, Illinois. It is an established inner ring suburb of Chicago that has an area of approximately 3.1 square miles. The Village of Brookfield is well positioned with convenient access to the City of Chicago and connections to the Chicago region.

The Village of Brookfield adopted the Comprehensive Plan in January 2018. This plan serves as the Village’s official land use and development guide. It is a planning framework for the next 10 to 20 years. The Comprehensive Plan is the Village’s roadmap, which details long-term vision and policy agenda for critical issues including; land use, redevelopment, housing, economic development, infrastructure, transportation, parks and recreation, natural resources, and more. Ultimately, the Plan attempts to answer the question, What should Brookfield look like in 10-20 years and how do we get there? To help answer this question, the Comprehensive Plan calls out subareas within the community and provides general recommendations regarding land use, transportation and urban design. The Ogden Avenue Corridor was identified as one of these subareas.

The Ogden Avenue corridor represents the primary auto-oriented commercial/mixed-use corridor within the Village. This area contains a diverse range of land-uses and is among the most heavily developed portions of the community. It is also highly visible to passing motorists and is a primary determinant of how Brookfield is perceived by residents and visitors. Although Ogden Avenue contains a variety of commercial and mixed-use activity, there are opportunities for redevelopment. Sites that

should be targeted for redevelopment are generally characterized by functional obsolescence, incompatible uses, vacant buildings, deterioration of structures, deferred maintenance, and under-utilization.

The Ogden Avenue Land Use Plan will provide a compelling vision for the future of the sites in terms of the highest and best use for each site, including development potential, land use, streetscape, and urban design potential. The Ogden Avenue Corridor Plan should also provide flexibility to allow the Village to react and adapt to the changing marketplace and potential opportunities. The Ogden Avenue Corridor Plan should also outline implementation strategies that are both comprehensive and creative and encourage community outreach and engagement.

Vendor Qualifications

The intent of this RFP is to enable the Village of Brookfield to evaluate vendor experience, qualifications and capabilities for developing Municipal Land Use Plans. The desired qualifications are outlined below. Responders are to submit a written narrative corresponding to each of the numbered items:

1. Municipal Land Use Planning Experience

- A. Illinois municipal clients (please list city name and relevant project)
- B. Other municipal clients (please list city name and relevant project)
- C. References (minimum three references, including all contact information below)
 - 1. Client Name
 - 2. Client Contact Person
 - 3. Phone and Fax
 - 4. Client Address
 - 5. Website Address

2. Company Profile

- A. Number of years in business
- B. Office location(s) (Include business address)

3. Team Members/Roles (list all personnel to be assigned to this project)

- A. Name, title, role (e.g., project management, planner, landscape architect)

Submittal Requirements

The deadline for RFP responses is April 13, 2020, at 12:00 Noon, Central Standard Time. Submit the original, two hard copies and a digital copy of the RFP response to the Village of Brookfield, 8820 Brookfield Avenue, Brookfield, IL 60513. All responses must be addressed to the attention of Ross Klicker, Director of Community Development and marked on the outside "Village of Brookfield Ogden Avenue Corridor Plan".

Submittals that are not received on or before the specified deadline will not be accepted (no exceptions). The Village reserves the right to request follow-up information or clarification from vendors in consideration.

The Village of Brookfield reserves the right to reject any or all submittals, to compare the relative merits of the respective responses, and to choose a vendor, which in the opinion of the Village, will best serve the interests of the Village.

Each response to this RFP shall be done at the sole cost and expense of each proposing vendor and with the express understanding that no claims against the Village for reimbursement will be accepted.

Selection Process

The selection process will involve the following phases:

- Phase 1:** A review team will evaluate vendor submittals.
- Phase 2:** Review team will make a selection of a vendor.
- Phase 3:** Review team will check references given.
- Phase 4:** The Village will enter into negotiations leading to a professional services agreement.

Schedule

The approximate RFP schedule is summarized below:

- Issuance of RFP: March 25, 2020
- Vendor submittals due: April 20, 2020, 12:00 Noon, CST at Village Hall via mail, delivery service or personal delivery. Municipal Land Use Planning Experience
- Vendor reviews, reference checks: May 7, 2020*
- Vendor approval, enter negotiations, execute a professional services agreement: May 22, 2020*

* Dates subject to change

Inquiries

Inquiries about this request for qualifications must be in writing and directed to:

Ross Klicker Director of Community Development Village of Brookfield 8820 Brookfield Avenue
Brookfield, IL 60513 Phone: (708) 485-1113 E-mail: rklicker@brookfieldil.gov

**VILLAGE OF BROOKFIELD
PROPOSAL**

1. The undersigned having become familiar with the local conditions affecting the cost of furnishing: Professional Services for Ogden Avenue Corridor Plan for the Village of Brookfield, Illinois, and with all the Contract Documents including the Scope of Work, Conditions and the Proposal, hereby proposes to furnish: Professional Services for Ogden Avenue Corridor Plan for the price of: _____ in accordance with all provisions of the Contract Documents.

2. In submitting this proposal, it is understood that the right is reserved by the Village of Brookfield, Illinois, to reject any and all proposals for any reasons in the best interest of the Village. The undersigned proposes and agrees to execute and deliver the contract in the prescribed form.

3. The proposer agrees to sign and notarize a Non-Collusion Affidavit and to submit same with proposal.

A. If the Proposer is a Corporation, use this signature block:

a Corporation, organized and existing under the laws of the State of _____

By: _____

Title

Attest: _____

Secretary (SEAL)

PROPOSAL

B. If the business is a Partnership, use this signature block:

a Partnership, organized and existing under the laws of the State of _____

C. If the Proposer is an Individual, use this signature block:

an Individual doing business as

(Note: If the proposer is a corporation, affix corporate seal and list below the names of its President, Treasurer and General Manager if any: If a Partnership, give full names and residential addresses of all partners; and if an Individual, give residential address if different from business address.)

CORPORATION: PARTNERSHIP:

_____	_____	President
_____	_____	Treasurer
_____	_____	Secretary
_____	_____	General Manager

INDIVIDUAL:

(Failure to sign or affix seal could delay the awarding of the proposal.)

VILLAGE OF BROOKFIELD, ILLINOIS

ANTICOLLUSION AFFIDAVIT OF COMPLIANCE

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

SENATE BILL 2002 PURCHASING PROCEDURES - CERTIFICATE OF COMPLIANCE

Further, that he is not barred from bidding as a result of a violation of the bid rigging or bid rotating sections of Public Act 85-1295 (which emerged from Senate Bill 2002-effective 1/1/89).

NON-DISCRIMINATION

Further, the undersigned, by signing and submitting this Request For Proposal, certifies that his firm does not and will not discriminate in its employment practices against persons because of their race, religion, sex, or place of national origin, and that the subcontractors will so certify in their own contracts. Contractor and subcontractors will pay prevailing wage rates and be licensed to operate in their respective trades within the Village of Brookfield.

SEXUAL HARASSMENT

The undersigned further acknowledges the illegality of sexual harassment and acknowledges, understands and is in compliance with Illinois Public Act 87-1257.

PATRIOT ACT:

Contract Representation and Warranty: The Parties represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

Name of Proposer if Proposer is an Individual

Name of Partner if Proposer is a Partnership

Name of Officer if Proposer is a Corporation

Subscribed and sworn to me this

_____ day of _____, 2020.

By: _____

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

PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS

AWARD OF CONTRACT

The contract will be awarded to that responsible proposer whose proposal, conforming to the Request for Proposal, will be most advantageous to the Village, price and other factors considered. The Village reserves the right to accept or reject any or all proposals, to waive informalities or technicalities in any proposal, and to accept the proposal which it deems to be in the best interests of the Village.

PREPARATION OF PROPOSAL

The proposer must submit the original proposal, two copies, and a digital copy. All blank spaces on the proposal form must be filled in if applicable and returned with copies as indicated. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership or signed name of a corporation by an officer whose title shall be stated. Proposals submitted shall be sealed in an envelope, marked per project and sent Attention to: Ross Klicker, Village of Brookfield, 8820 Brookfield Avenue, Brookfield, IL 60513. The proposal is contained in these documents and must remain attached thereto when submitted.

TAXES NOT APPLICABLE

The Village of Brookfield as a municipality pays neither Federal Excise Tax nor Illinois retailer's occupational tax, and therefore these taxes should be excluded from quotations.

WITHDRAWAL OF PROPOSALS

Any proposer may withdraw his proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of the RFP by signing a request therefore. However, no proposer shall withdraw or cancel his proposal for a period of sixty (60) calendar days after said advertised closing time for the receipt of proposals; the successful proposer shall not withdraw or cancel his proposal after having been notified by the Director of Community Development, that said proposal has been accepted by the Village Board of Trustees. The Village Board of Trustees reserves the right to accept or reject any and all bids or waive technicalities, or accept any proposal.

COMPETENCY OF PROPOSER

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The proposer, if requested, must present evidence to the Director of Community Development of ability and possession of necessary facilities, and financial resources to comply with the terms of the attached specifications and proposals.

VILLAGE ORDINANCES

The firm will strictly comply with all ordinances of the Village of Brookfield and laws of the State of Illinois.

INTERPRETATION OF CONTRACT DOCUMENTS

Any proposer in doubt as to the true meaning of any part of the specifications or other contract documents, may request an interpretation thereof from the Director of Community Development. The person requesting the interpretation shall be responsible for its prompt delivery. At the request of the

Proposer, or in the event the Director of Community Development deems the interpretation to be substantive, the interpretation will be made by written addendum duly issued by the Director of Community Development. No oral explanations will be binding.

In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the specifications initiated by the Village, a copy of such addendum will be mailed to all prospective proposers. The Village will not assume responsibility for receipt of such addendum. In all cases it will be the proposer's responsibility to obtain all addenda issued. Proposers will provide written acknowledgement of receipt of each addendum issued with the Request For Proposal submission.

Any and all special conditions and specifications attached hereto, which vary from the general terms and conditions, shall have precedence.

HOLD HARMLESS

The firm agrees to indemnify, save harmless and defend the Village of Brookfield, its agents, servants and employees, and each of them against and hold it and them harmless from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service expenses, compensation, court costs and attorneys' fees which the undersigned now has/have or which may hereafter accrue, directly or indirectly, for or on account of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries to any person, or any death at any time resulting from such injury, or any damage to any property and the consequences thereof, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract.

TERMINATION OF CONTRACT

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the firm, in the event that sufficient funds to complete the contract are not appropriated by the Village of Brookfield. The Village further reserves the right to terminate the whole or any part of this contract, upon written notice to the firm, in the event of default by the firm. Default is defined as failure of the firm to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms.

In the event of default and termination, the Village may procure, upon such terms and in such manner, as the Director of Community Development may deem appropriate, services similar to those so terminated. The firm shall be liable for any excess costs for such similar services unless acceptable evidence is submitted to the Director of Community Development Agent that failure to perform the contract was due to causes beyond the control and the fault or negligence of the firm.

PROFESSIONAL LIABILITY COVERAGE FOR SERVICES

The delineated services provided by Contractor, under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering as reflected in the contract for this project at the time when and the place where the services are performed.

The Village requests Contractor's professional liability coverage for the Village and to all construction contractors, or subcontractors on the project and affected third parties arising from Contractor's alleged negligent acts, errors, or omissions, such that the total aggregate liability of Contractor to all those named shall be \$2,000,000.00.

FREEDOM OF INFORMATION ACT

Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the Act. In the event that the Public Body is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Public Body harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.