

LEGAL NOTICE - MUST RUN IN DAILY  
HERALD ON  
MONDAY, JULY 20, 2020

LEGAL NOTICE

VILLAGE OF LINDENHURST, ILLINOIS REQUEST FOR PROPOSALS

**Tax Increment Financing (TIF) Feasibility Study**

The Village of Lindenhurst is seeking proposals for a Tax Increment Financing (TIF) Feasibility Study. **Proposals are due not later than 11:00 A.M. on Monday, August 17, 2020** to Village Hall, 2301 E. Sand Lake Road, Lindenhurst, Illinois 60046.

**The proposal requirements are on file, available for inspection at Village Hall and online on the Village's website [www.lindenhurstil.org](http://www.lindenhurstil.org).** Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

No submittal shall be withdrawn after the opening of the proposals without the consent of the Village for a period of ninety (90) days after the scheduled submittal deadline.

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

The successful Consultant shall be required to comply with the provisions of all State of Illinois and federal laws as well as the State of Illinois Human Rights Act and the regulations of the Illinois Human Rights Commission.

By order of the President and Board of Trustees of the Village of Lindenhurst, Lake County, Illinois.  
PRESIDENT AND BOARD OF TRUSTEES VILLAGE OF LINDENHURST, ILLINOIS.

BY: CLAY T. JOHNSON  
VILLAGE ADMINISTRATOR



## **Request for Proposals**

### **Tax Increment Financing (TIF) Feasibility Study**

Issued July 20, 2020

Proposals Due August 17, 2020 at 11 AM

Submit Sealed Proposals to:

Village of Lindenhurst, Illinois

ATTN: Clay T. Johnson

2301 E. Sand Lake Road

Lindenhurst, IL 60046

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# I – INSTRUCTIONS TO PROPOSERS

## OVERVIEW

The Village of Lindenhurst is requesting proposals for a tax increment finance eligibility study ("Village"). Consultants with the appropriate expertise to assist the Village in researching and developing a tax increment finance feasibility study are welcome to submit proposals for the provision of those services according to the requirements set forth in this document.

## CONTACT INFORMATION

All questions related to this proposal must be submitted in writing, no later than 11:00 am local time on Monday, August 3, 2020 to:

Clay Johnson, Village Administrator  
Village of Lindenhurst Email: [cjohnson@lindenhurstil.org](mailto:cjohnson@lindenhurstil.org)

Before the submission deadline, the Village will make available to the public answers to questions or any modifications or additions to this Project or RFP in the form of a written Addendum to be posted on the Village's website. In order to receive notification of any Addenda, provide your name, company name, and email address to Clay Johnson at [cjohnson@lindenhurstil.org](mailto:cjohnson@lindenhurstil.org). Answers to questions will not be mailed to potential proposers.

No oral comments will be made to any Proposer as to the meaning of the RFP and Specifications or other contract documents. Answers will be provided in writing to all potential proposers. Proposers will not be relieved of obligations due to failure to examine or receive documents, visit the Village's website or become familiar with conditions or facts of which the Proposer should have been aware and the Village will reject all claims related 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 from fulfilling any of the conditions and obligations set forth in this RFP. In the event of conflict with the original RFP documents, Addendum shall govern to the extent specified. Subsequent Addenda shall govern over prior Addendum only to the extent specified. **Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the submission.** A Proposer's failure to include a signed formal Addendum in its proposal submission may deem its proposal non-responsive.

## SUBMISSION DEADLINE

Proposals must be submitted no later than 11:00 a.m., local time, on Monday, August 17, 2020. No consideration will be given to proposals received after the above stated date and time. All proposals submitted must include all information and documents as requested in this proposal. 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.**

Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

### **BACKGROUND**

Located in the northeastern corner of Illinois, and just south of the Wisconsin border, Lindenhurst is approximately 50 miles from both Chicago, Illinois and Milwaukee, Wisconsin. Comprising 4.4 square miles in Lake County, Lindenhurst is primarily a residential community. Incorporated in 1956, the Village of Lindenhurst is an attractive community with a history of balancing quality housing, recreation, and well planned development. Though Lindenhurst has grown to over 14,400 people today, the community has been able to keep its small town flavor through selective land annexation and by carefully choosing developers who are known for high quality with diversified housing types.

The Village of Lindenhurst is governed by a Mayor (or Village President) and Board of six Trustees, who serve as the legislative body. There is also an elected Village Clerk. All these positions are elected at-large to four-year staggered terms. The Mayor and Board meet on the 2nd and 4th Mondays of each month. The Village Administrator is empowered to conduct day-to-day operations of the community and serves as the chief administrative officer of the Village.

The Village of Lindenhurst is a non-home rule community that has never implemented Tax Increment Financing. The Village would like to utilize TIF to generate funds for financial incentives to property owners and/or developers to stimulate investment in the areas which have difficulty attracting or retaining commercial activity.

Even as the overall health of the national economy improved after the Great Recession, the Village of Lindenhurst's commercial market has seemingly lacked behind other communities. The Village has faced increasing vacancy of commercial buildings and functional obsolescence of other developments. There now is also a fear that the impact of COVID-19 could further stymie economic growth in the community. Because of some small parcels, proximity of residential zones, it appears that redevelopment is the primary agent for reinvestment.

Creating a sense of place, enhancing the environment and maintain and/or improving the attractiveness of the community have become important and desirable especially in the Grand Avenue corridor. Such goals were identified in the Village's Strategic Plan developed earlier this year. The Village is also desiring end uses within a prospective TIF district which would be sustainable as we advance through an increasingly digital economy. A \$16M investment in Grand Avenue, primarily funded from IDOT, will bring a new look to the primary Grand Avenue commercial area. This upgrade will include a landscaped median, wider road widths, pedestrian and bicycle facilities, and decorative intersection lighting. This project is scheduled to be completed in the Fall of 2020. The upgrades to Grand Avenue can be viewed as a catalyst to the corridor to which a TIF district may add increased momentum.

### **Proposed Grand Avenue Study Area**

The primary study area for consideration of a TIF District extends from just east of the intersection of

Sand Lake Road and Grand Avenue westward and terminates at the intersection of Munn Road and Grand Avenue. Total area of the proposed district is just over 79 acres. Maps of the proposed study area are included in Exhibits I and II of this RFP.

While the Village does not have a “traditional” downtown historically arranged around a courthouse or rail station, it does have a relatively-high trafficked commercial corridor along Grand Avenue at the intersection of Sand Lake Road. Many residents often refer to this area as Lindenhurst’s downtown. One of the primary properties within this area is the Linden Plaza in-line retail development which represents about 6 acres of the entire district. This structure (including a detached retail building) is about 96,000 square feet under-roof of which only about is 30-40% occupied as of this date. Linden Plaza is owned, leased, and managed by out-of-state parties.

Vacancy and retention rates outside of this center also seem to be high and recruitment of local and regional tenants proves challenging. Even while the average daily traffic numbers for this area exceeds 24,000 vehicles, the commercial corridor could be viewed simply as a pass through for travelers who may be attempting to get to the larger retail centers of Gurnee and Round Lake Beach.

Without a defined community core and underutilized retail space, the Village struggles to identify a unifying aesthetic or brand. We also lack a central social and/or physical gathering space that was a continued theme voiced by our residents through our strategic planning process. Through the creation of a TIF, it is our goal to create a new centralized area of opportunity and recreation that brings a renewed sense of vitality to the community.

## **PROJECT DETAILS**

The Village of Lindenhurst, Illinois prepared this Request for Proposals (RFP) in order to retain tax increment finance feasibility study services. **Proposals submitted shall include documentation and information that demonstrates ability and details the necessary systems, programs, and processes to provide the requested services to the Village.**

### **OBJECTIVES**

The feasibility study to be prepared as part of this proposal is intended to establish a tax increment financing (TIF) district in accordance with Illinois State Statute 65 ILCS 74.4 that will achieve the following objectives:

- Support existing businesses within the community, primarily those along the Grand Avenue corridor;
- Recruit and attract new businesses for a thriving commercial corridor;
- Consider spaces for a public gathering area or spot for community interest (greenspace, plaza, art installation)
- Encourage redevelopment which is attractive to the modern consumer and economically feasible;
- Consideration of mixed-use opportunities;
- Wayfinding, gateway, corridor interest features to enhance aesthetics.
- Infrastructure improvements where needed (water/sewer mains, stormwater collection/retention, beautification).

### **SCOPE OF REQUIRED SERVICES**

The Scope of Services involves all necessary analysis and documentation needed to perform the feasibility study. In general, the scope of work shall include the following:

1. Prepare TIF Eligibility Report
  - a. Consultant shall prepare a TIF eligibility report to include: inventory and analysis for proposed TIF properties complete with review and documentation of TIF qualification factors as prescribed by Illinois statute.
  - b. Assist Village with inventory and analysis of proposed TIF properties and feasibility of qualifying for a TIF district. The consultant should be able to confirm or amend the boundaries of a proposed TIF district based on site visits, historic assessed value analysis, and review of plans. Village will work with consultant to provide any data at its disposal to the consultant. Report should include potential pros/cons and advantages/disadvantages of options.
2. Prepare TIF Redevelopment Plan
  - a. Assist the Village in defining the boundary for the plan and redevelopment goals and objectives based upon Illinois qualification factors.

- b. Assist Village in preparing an analysis of potential redevelopment projects' incremental revenue and/or costs to strategize various funding strategies.
- c. Review utilization of TIF funding. This can be demonstrated through an assessment of the impact on the assessment of properties within a proposed TIF and/or cost/benefit analysis.
- d. Provide illustrative financing examples for TIF designation relating to appropriate incentive mechanisms.
- e. Advise on how these tools may be used to meet Village strategic and redevelopment goals.
- f. Determine if proposed costs and revenues are reasonable and sufficient provided the assumptions of the TIF boundary.
- g. Share advice on potential changes needed to existing Village plans and zoning to facilitate growth within the TIF boundary.

### 3. Coordinate TIF Process

- a. Work with Village staff to ensure all requirements of Illinois law are met during the entire study.
- b. Assist the Village with the creation of resolutions, ordinances, interested party registries, notifications, and process.
- c. Guide Village in creating all public hearing and meeting notices, mailing, and publications.
- d. Coordinate Joint Review Board process and help Village prepare agendas, draft ordinances, and other materials as required.
- e. Attend public hearing and required meetings. Consultant should be prepared to share specific direction, answer questions, and provide oversight for each step of the process.

### 4. Prepare Housing Impact Study (if required)

- a. Prepare a Housing Impact Study as prescribed in the Illinois TIF Act and include this as part of the greater feasibility study, if required.



## PROPOSAL SUBMISSION

In addition to the forms included in this RFP, submitted proposals shall include documentation and information that demonstrates proposer's ability and details the necessary systems, programs, and processes necessary to provide a complete tax increment financing feasibility study to the Village.

Please provide a proposal (the "Technical Proposal") with narrative sections including the information requested below:

1. **Introduction** – The proposer should indicate its understanding of the proposal and include a title page with the RFP name, name of proposer, address, telephone number, email address, date. If an executive summary is included, it should be limited to a brief narrative in summary of the proposal.
2. **Firm Background & Qualifications** – Information should be provided about the company so the Village can evaluate the proposer's ability to support their commitments made in response to this RFP. This includes any groups that will be used as subcontractors during the project. This information should include:
  - a. Company Name and Location
  - b. Years in Business
  - c. Organizational Characteristics (i.e. number of employees, services, and/or clients)

Identify the firm's qualifications to conduct this study. Proposal should specifically describe the firm's consulting group/team which provides the services being requested by the Village. Describe at least three TIF eligibility studies conducted by this group within the last 36 months. Provide three municipal client references for each study completed within the last 36 months and indicate for each, the current: client name, contact, title, phone number and project team members who participated in the project as either project director or manager. A copy of a similar TIF eligibility report prepared in the past three years is required. Include any other relevant project experience regarding tax increment financing districts and/or redevelopment projects that the respondent believes may be helpful to the selection process.

3. **Technical Approach** – The proposer should detail the technical approach to the project. This must include identifying the task(s) to be performed, including task objectives, subtasks, formal meetings, and task deliverables.
4. **Project Organization** – Indicate the principals to be assigned to the project, their role and their credentials. The proposer must include resumes for the project director and project manager describing projects relevant to this study conducted within the last 36 months, and their role on those projects. Also, include industry memberships and other credentials, such as books, published articles and presentations relevant to cost of service studies.
5. **Project Schedule** – A detailed project schedule must be submitted by the proposer. The proposer must indicate commitment to meet the Village's proposed schedule (in the Evaluation of Proposals Section). The proposer should illustrate when each of the tasks in the Scope of Required Services section will be completed.

6. **Total Cost of Project** – The price proposal shall include a total price as a fixed fee for all services delineated in this RFP. A total cost of services should be provided which includes a breakdown of hours and hourly rates of the responding firms' representatives working on the project. Any other costs associated with the formulation of the final study including, but not limited to, such reimbursable expenses as mileage, meals, and, printing expenses should also be illustrated. All additional services beyond the initial scope of the project, identified by the proposer as beneficial to the Village shall be presented separately for the Village to consider.

An exhibit containing the prescribed sheet for the price proposal is included with the required proposal submission documents in the second section of this RFP.

## **PROPOSAL SUBMISSION REQUIREMENTS**

In addition to the required forms in *Section II* of this RFP mentioned below, Proposers must include the information requested as part of the Project Details of this RFP (the “Technical Proposal”) with their submittal.

### **REQUIRED FORMS**

Proposers shall complete and submit the requested forms in *Section II* of this RFP.

**Proposer Summary Sheet** – *Section II* includes the Proposal Summary Sheet which must be completed and submitted with the Proposal.

**Affidavit of Compliance** – *Section II* includes the Affidavit of Compliance which must be completed, signed, notarized and submitted with the Proposal.

**References** – *Section II* includes the References form that must be completed and submitted with the Proposal. Proposers shall provide three (3) references for which they have performed similar work. References should be from the same client list provided in the “Firm Background and Qualifications” in the previous section. By providing this information, Proposers grant Village permission to contact said references and ask questions regarding prior work performance. Village may use the information gained from Proposer’s references to further evaluate Proposer responsibility.

**Insurance Requirements** – *Section II* includes the Insurance Requirements which must be completed, signed and submitted with the Proposal. Proposers may submit with the Proposal a current policy Certificate of Insurance showing the insurance coverages the Proposer currently has in force.

### **SEALED PROPOSALS**

**Not later than 11:00 a.m., local prevailing time on August 17, 2020**, all sealed Proposals must be submitted to the Village Hall in one (1) envelope labeled **Tax Increment Financing (TIF) Feasibility Study** and addressed to:

Village of Lindenhurst  
Attn: Clay T. Johnson  
2301 E. Sand Lake Road  
Lindenhurst, IL 60046

Oral, telephonic, telegraphic facsimile, or electronically transmitted Proposals will not be considered.

## COPIES

Proposers must **submit three (3) complete, sealed and signed hardcopies of the Proposal.** Two (2) bound sets and one (1) unbound set shall be marked "Original" and must contain original signatures. **One electronic copy of the complete proposal must also be submitted on a USB flash drive.** Proposals shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

## WITHDRAWAL OF PROPOSALS

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.

## OTHER

Each Proposer is responsible for reading this RFP and determining that the Proposal Specifications describe the Project in sufficient detail.

After Proposals have been opened, no Proposer shall assert that there was a misunderstanding concerning the nature of the Project or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a Proposer from its obligation to perform. All Proposals must be made in accordance with this RFP, which is on file and may be obtained for examination in the Village's Clerk's Office and are made part of this notice as though fully set forth herein.

## GENERAL TERMS AND CONDITIONS

**Assignment** – The successful Proposer shall not assign the work of this Project without the prior written approval of the Village.

**Award** - Award of the contract is subject to Village Board approval. The Village award will be made within ninety (90) days after the date of the proposal opening, or any mutually agreed extension thereof.

**Compliance with Laws** – The Proposer 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. 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. 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 are also required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Proposers are required to pay employees all

rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

**Confidentiality** – As a unit of local government, the Village is subject to the Illinois Freedom of Information Act (FOIA) or 5 ILCS 140/1, et. seq. as amended. Therefore, after award of the Contract, responses, documents, and materials submitted by the Proposer in response to this RFP will be made available for public inspection in accordance FOIA, unless otherwise determined by the Village Administrator. Based upon the public nature of these RFPs, where applicable, a Proposer must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to FOIA.

**Contract** – Actual work cannot begin until the Village issues a written Notice to Proceed to the successful Proposer. In order to receive said Notice, the successful Proposer shall submit to the Village for its approval all the necessary contracts, bonds, and insurance. Village approval of the contracts, bonds, and insurance shall be evidenced by its issuance of the signed contract by the Village and the Notice to Proceed. The Village reserves the right to terminate the relationship with the successful Proposer if these documents are not submitted to and approved by the Village within ten (10) days of notice of Proposal award. *Section III* includes a sample standard contract, subject to modifications, that the successful Proposer will be required to enter into with the Village within ten (10) business days of notice of Proposal award (hereinafter referred to as the “Contract”). This Contract will be satisfied upon completion, inspection, acceptance, and final payment for the work performed. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

**Incurred Costs** – The Village will not be liable in any way for costs incurred by Proposers in replying to this RFP.

**Indemnification** -The successful Proposer 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 Proposer, 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 Proposer, its officers, agents and/or employees arising out of, or in performance of any of the Contract provisions, including and 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 Proposer 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.

**Insurance** – The successful 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 in *Section II* of this RFP. **Proposers must sign and submit with the Proposal, the Insurance Requirements in *Section II* of this RFP, as recognition of the insurance coverages and amounts that will be required to be in place before the commencement of any work by the successful Proposer.** By signing this form, Proposers certify that in the event the Proposer does not already have the required insurance coverages in place, the Proposer has checked with their insurance carrier and verified that the coverages and endorsements requested will be able to be obtained by the Proposer within ten (10) days after the date of the Notice of Award of the Contract. 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. Proposers have the sole responsibility of verifying that the coverages and endorsements will be available for purchase and that they have made any and all inquiries necessary to satisfy this requirement and fully inform themselves in regards to any additional policy premiums the successful Proposer may incur as a result of obtaining said required coverage's. Proposers also represent that they have taken the insurance requirements into account and at Proposers' sole discretion, has factored this into the Proposal prices submitted. The successful Proposer is solely and entirely responsible for the payment of policy premiums and in no event will the Village be obligated to incur any additional expense, nor will the Village increase the amount of the Contract above the amount Proposal, as a result of any expense the successful Proposer may incur to satisfy the obligations required herein.

**Negotiations** –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 Project. 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 successful Proposer.

## **EVALUATION OF PROPOSALS**

The Village of Lindenhurst will evaluate proposals based on the consultant's qualifications, service, implementation timeline, experience with similar projects, knowledge of Illinois TIF law, fee proposal, overall quality of response, and any additional factors deemed relevant. The Village of Lindenhurst retains the right to refuse any and all proposals.

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 Proposal and Contract documents, and the proposer shall furnish to the Village all such information and data for this purpose as the Village may request.

**Pre-Award Interviews & Meetings** – The proposer may be required to meet with the Village Staff and/or an evaluation team comprised of Village Staff and elected officials. Proposers will be notified by the Village if they have been selected for an interview. The Village reserves the right not to interview any and all proposers if deemed not in the best interest of the Village.

The interview will likely consist of a presentation covering the following topics:

1. The specific services to be provided;
2. Qualifications of the proposer, including work on similar projects, experience of personnel, etc.;
3. The working relationship to be established between the Village and the proposer, including, but not limited to, what each party should expect from the other;
4. Implementation schedule for the project; and
5. A review of the costs associated with this project.

## **PROJECT TIMELINE**

The following Project Timeline represents the Village's best estimate of the schedule that shall be followed. The Village reserves the right to adjust the schedule as it deems necessary. **The successful Proposer shall complete the Project not later than Monday, March 1, 2021 or a mutually agreed upon date with the Village.** The exact Project schedule will be determined by the Village Administrator or his designee.

### **Right to Reject Proposals**

The Village reserves the right to accept any proposal, any part or 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 propose as the Village may request.

<b>Proposal Calendar of Significant Dates</b>	
Issue Request for Proposals	Monday, July 20, 2020
Legal Notice in Newspaper	Monday, July 20, 2020
Last Day to Submit Questions	Monday, August 3, 2020
Answers to Questions Provided	Friday, August 7, 2020
Proposals Due	Monday, August 17, 2020
Interview of Finalists & Award Recommendation (If Required)	August 31-September 4, 2020
Approval of Proposal by Village Board	Monday, September 14, 2020
Study Completed	Monday, March 1, 2021
Presentation of Study to Village Board	Monday, March 8, 2021
Study Approved by Village Board, Possible Necessary TIF Ordinances	Monday, March 22, 2021



## **PROPOSAL SUBMITTAL CHECKLIST**

In order to be responsive, each Proposer must submit the following items:

1. A **Technical Proposal** as described in this RFP
2. Signed and completed **Required Forms** from *Section II*:
  - a. Proposer Summary Sheet
  - b. Affidavit of Compliance ☐ Business Organization ☐ Eligibility to Enter Into Public Contracts ☐ Sexual Harassment Policy ☐ Equal Employment Opportunity Compliance ☐ Tax Certification ☐ Authorization & Signature
  - c. Three (3) References
  - d. Insurance Requirements
3. **Three (3) complete, sealed and signed hardcopies of the Proposal.** Two (2) bound sets and one (1) unbound set shall be marked "Original" and must contain original signatures. One electronic copy of the complete proposal must also be submitted on a USB flash drive. Proposals shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

Not later than the submittal deadline, Submit your proposals in one (1) envelope labeled Tax Increment Finance (TIF) Feasibility Study in the lower left hand corner and addressed to:

Village of Lindenhurst  
Attn: Clay T. Johnson  
2301 E. Sand Lake Road  
Lindenhurst, IL 60046

4. **Acknowledgement of Addendum (if applicable):** Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the Proposal submission. A Proposer's failure to include a signed formal Addendum in its Proposal submission may deem its Proposal non-responsive.

## II – REQUIRED PROPOSAL SUBMISSION DOCUMENTS

### PROPOSAL SUMMARY SHEET

#### Tax Increment Finance (TIF) Feasibility Study

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

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 of submittal.

## **PRICE PROPOSAL**

### **Phase**

Prepare TIF Eligibility Report \$ \_\_\_\_\_

Prepare TIF Redevelopment Plan \$ \_\_\_\_\_

Coordinate TIF Process \$ \_\_\_\_\_

Prepare Housing Study (if needed) \$ \_\_\_\_\_

**Total TIF Feasibility Study Services** \$ \_\_\_\_\_

### **Additional Services (if any)**

<b>Additional Service(s)</b>	<b>Cost</b>

## **AFFIDAVIT OF COMPLIANCE**

Proposers shall complete this Affidavit of Compliance. Failure to comply with all submission requirements may result in a determination that the Proposer is not responsible.

The undersigned \_\_\_\_\_, as \_\_\_\_\_  
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)

and on behalf of \_\_\_\_\_, certifies that:  
(Enter Name of Business Organization)

### **1) BUSINESS ORGANIZATION:**

**The Proposer is authorized to do business in Illinois: Yes [ ] No [ ]**

**Federal Employer I.D. #:** \_\_\_\_\_  
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

\_\_\_ Sole Proprietor  
\_\_\_ Independent Contractor (*Individual*) \_\_\_ Partnership \_\_\_ LLC  
\_\_\_ Corporation \_\_\_\_\_  
(State of Incorporation) (Date of Incorporation)

### **2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [ ] 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.

### **3) SEXUAL HARRASSMENT POLICY: Yes [ ] No [ ]**

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have 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 (the "Department") and the Human Rights Commission (the "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). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

**4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [ ] No [ ]**

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The Proposer shall: (I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) 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; (V) 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; (VI) 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; and (VII) 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 Proposer 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 Proposer 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 Proposer and any person under which any portion of the Proposer'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 Proposer or other organization and its customers. In the event of the Proposer'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 Proposer 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.

**5) 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.

**6) 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, that the Proposal is genuine and not collusive, and information provided in or with this Affidavit are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

**ACKNOWLEDGED AND AGREED  
TO:**

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Signature of Authorized Officer

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Name of Authorized Officer

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Title

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Date

Subscribed and Sworn To Before Me This \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_.

Notary Public Signature

**NOTARY SEAL**

## **REFERENCES**

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

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 Specimen 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 Waiver of Subrogation in favor of the Village of Lindenhurst

### **AUTOMOBILE LIABILITY**

\$1,000,000 – Combined Single Limit Additional Insured Endorsement in favor of the Village of Lindenhurst

### **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 Lindenhurst

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

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate ***EXCESS MUST COVER:*** General Liability, Automobile Liability, Workers Compensation

### **PROFESSIONAL LIABILITY**

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverages required of the Contractor, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Lindenhurst, 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 and Workers Compensation coverage's. 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 contractor, 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 contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, 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 Lindenhurst, 2301 E. Sand Lake Road, Lindenhurst, IL 60046. 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



### **III – EXHIBITS**

- I. Proposed TIF Study Area – Street Map
- II. Proposed TIF Study Area – Satellite Image





Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



1 in = 1,000 ft

Exhibit II: Proposed Boundary of TIF District (Satellite Image)

**GIS WebMap**  
ArcGIS WebApp Builder