

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
JULY 9, 2013 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Special Service Area #6 Professional Services	Resolution Ordinance ✓ Motion Discussion Only	David Fieldman, Village Manager

SYNOPSIS

A motion is requested to award a contract in an amount not to exceed \$20,172 for professional services related to the establishment of a Special Service Area (SSA) for Fairview Fire Protection District and adjacent unincorporated areas.

STRATEGIC PLAN ALIGNMENT

The goals for 2011 to 2018 identified *Steward of Financial and Environmental Sustainability*.

FISCAL IMPACT

There is no fiscal impact to the Village. Costs associated with this contract will be reimbursed to the Village by the SSA in the first year.

RECOMMENDATION

Approval on the July 9, 2013 consent agenda.

BACKGROUND

The Village has provided fire and emergency medical services to the unincorporated area near 39th Street and Fairview Avenue for several decades. A portion of this area is part of the Fairview Fire Protection District and other properties not in the district are billed directly for the services. For the last several years, the FFPD has been unable to pay the Village for the full costs of providing these services, resulting in a total unpaid balanced of more than \$100,000. The Village and Fairview Fire Protection District, working with DuPage County, have identified the creation of a special taxing district to provide a sustainable funding source for this service. The property tax levied in the SSA will be an amount needed to pay the full cost of providing the services. Upon establishment of the SSA, the Village will forgive the District's outstanding deficit.

The Village issued a Request for Proposals for technical services related to establishing the SSA. The tasks include collection of relevant tax information, resolution of boundary issues, owner of record searches for tax delinquent and exempt properties and coordination and proofing for the boundary legal description. The consultant will also be responsible for drafting the required legal notices.

The Village received one response to the RFP. Staff recommends awarding the contract to S.B. Friedman and Company. S.B. Friedman has completed several projects for the Village dating back to the 1990s. Their performance has met or exceeded expectations.

ATTACHMENTS

Contract Documents



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: S.B. Friedman & Company

Project Name: Special Service Area #6: Fire Protection Special Service Area
Proposal #: RFP-0-52-2012/TT
Proposal Due: January 7, 2013, 2:00 p.m.

Pre-Proposal Conference: None

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: December 11, 2012

Date Issued: December 11, 2012

This document consists of 20 pages.

Return **original** and **duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA
PURCHASING ASSISTANT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
ttarka@downers.us

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this Contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (Professional Services)
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal this RFP document shall become the Contract, the successful Proposer will receive a copy of the executed Contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to **January 7, 2013, 2:00 p.m.**.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions

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necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.
- 3.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

4. RESERVED RIGHTS

- 4.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

- 5.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

6. USE OF VILLAGE'S NAME

- 6.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

8. NONDISCRIMINATION

8.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

8.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

9. SEXUAL HARASSMENT POLICY

9.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. EQUAL EMPLOYMENT OPPORTUNITY

10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

- 10.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age,

physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, 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 the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, 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 Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

11. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PATRIOT ACT COMPLIANCE

- 12.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates,

as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

13. INSURANCE REQUIREMENTS

- 13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:
 - 13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - 13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
 - 13.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;
 - 13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

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14. CAMPAIGN DISCLOSURE

- 14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 14.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 14.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 14.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

15. SUBLETTING OF CONTRACT

- 15.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

16. TERM OF CONTRACT

- 16.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

17. TERMINATION OF CONTRACT

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

18. BILLING & PAYMENT PROCEDURES

- 18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any

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bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

- 18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

- 18.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 19.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

20. STANDARD OF CARE

- 20.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.

- 20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

- 20.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

21. GOVERNING LAW

- 21.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

22. SUCCESSORS AND ASSIGNS

- 22.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and

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their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

23. WAIVER OF CONTRACT BREACH

23.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

24. AMENDMENT

24.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

25. NOT TO EXCEED CONTRACT

25.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

26. SEVERABILITY OF INVALID PROVISIONS

26.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

27. NOTICE

27.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515

And to the Proposer as designated in the Contract Form.

28. COOPERATION WITH FOIA COMPLIANCE

28.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et.seq.)

SB Friedman Development Advisors (“*SB Friedman*”) is pleased to present this proposal to assist the Village of Downers Grove with the creation of a new Special Service Area (SSA) for fire protection services. The following sections outline our understanding of the project and our approach, our scope of services, and our estimated timeframe and fees.

Understanding and Approach

The Village of Downers Grove is seeking to facilitate and establish an SSA covering approximately 250 tax parcels of unincorporated property northeast of the Village’s corporate limits. According to the Request for Proposal (RFP) document issued by the Village, the majority of the parcels (approximately 180 parcels) are served by the Fairview Fire Protection District. In addition to serving the unincorporated areas, the Fairview Fire Protection District is also contracted to provide fire protection services to portions of Downers Grove. However, due to Illinois’ Property Tax Extension Limitation Law (PTELL), we understand that the fire protection district cannot raise its levy sufficiently to meet the demands of its district. The creation of an SSA is being explored to generate additional revenue to provide fire protection services to underserved areas within and outside the fire protection district.

The SSA statute allows a municipality to create an SSA in unincorporated areas of a county with the impacted county’s consent. Additionally, the statute allows for objection petitions to be filed by the majority of the electors residing within the Special Service Area. Therefore, garnering public support for the SSA is critical.

The following scope of services assumes *SB Friedman* will be involved in the technical aspects of creating the SSA. Technical tasks include: collection of relevant tax information; resolving boundary issues; organizing the owner of record searches for tax delinquent and exempt properties; and coordinating and proofing the boundary legal description, as required. While specific meetings are not included within the enclosed budget, we are also available to attend and present at community meetings, public hearings, and other related SSA establishment meetings.

Scope of Services

The scope of work is divided into two phases. The first phase of work consists of assisting the Village with tax research and other related tasks for confirming the SSA boundary. The second phase involves the technical and legal aspects of establishing the SSA. Following is an outline of the tasks that we propose to undertake:

Phase One: SSA Definition and Confirmation

1. CONDUCT PROJECT INITIATION MEETING

We will meet with the Village and other stakeholders, if desired, to confirm the work plan and timeline. In this meeting, we will also collect available data, including service budgets and other information to be defined, and identify a core working group and contact list.

2. COLLECT DATA AND CONFIRM SSA DEFINITION

Using DuPage County GIS data, we will generate a district parcel list to proof against the official tax parcel maps. This list will include both tax-exempt and taxable parcels and reflect up-to-date PIN splits and combinations, including condominium and other vertical parcelizations. Once creation of the PIN list above is complete, we will obtain assessment, taxpayer, class code and tax code data for all PINs.

3. PREPARE PRELIMINARY PROJECTIONS AND BUDGET SIZING

We will develop financial projections for the SSA based on assessed values for property within the proposed boundary. These projections will be compared to an estimated budget range from the Village and fire protection district to determine the resulting SSA tax rate that would be required.

Phase Two: SSA Establishment Process

4. COORDINATE LEGAL DESCRIPTION AND OTHER REQUIRED WORK

The SSA statute requires that the ordinance designating the district have a legal description and that owner of record and delinquency searches be conducted for certain properties in the proposed district. Assuming the Village will move forward with the designation, a registered surveyor will be contracted to prepare a boundary legal description for the proposed new SSA. We will provide the surveyor with all necessary information (including the final PIN list) and will proof their work before it is released to the Village and County for review. We will also facilitate revisions to the legal description, as requested by the Village, after Village and County review. For the owner of record and delinquency searches, we will engage a title company or other qualified firm on your behalf to conduct an owner and tax delinquency search for all properties within the SSA boundary. *This task can be delayed if further public process is required at this point.*

5. CONFIRM SSA TAX PROJECTIONS, BUDGET AND SERVICE LEVELS

This task can be undertaken simultaneously with Task 4. Based on the outcome of and subsequent feedback from Task 3, we will calculate a revised projected SSA tax rate and will help finalize any discussion with the SSA administrator regarding revising the SSA tax rate cap and the proposed duration for the district.

6. DRAFT ORDINANCES AND NOTICES

We will develop initial draft notices and an establishment ordinance, based on others with which we are familiar, for the SSA. The draft notices will need to be reviewed by the Village's legal counsel for comment and approval before mailing or submission to the Village Council.

7. COORDINATE MAILINGS AND REQUIRED NOTICES

With the assistance of a title search company (as described in Task 4), we will assemble a mailing list of taxpayer/property owners within the SSA to meet statutory mailing requirements. We will work with the Village to mail and/or publish all notices in accordance with the timeframes established by the SSA statute. The budget assumes the Village will print, assemble and post letters in-house and publish public notices within a newspaper of local circulation.

Timeframe and Fees

On the basis of the scope of the work outlined herein and our experience with similar projects, we estimate that it will take approximately 30 days for the completion of the preliminary boundary analysis and tax data collection and analysis, as outlined in Phase One. Once the Village decides to proceed with the SSA designation, we estimate another 90 days to complete Phase Two of the engagement. We will work with the Village to meet its specific deadlines, where possible.

Professional fees for this service will be based on the time required and the Special SSA Establishment hourly billing rates of the personnel involved, which are listed below:

President	\$260
Senior Project Manager	\$205
Project Manager	\$180
Associate Project Manager	\$155
Associate	\$120
Research Associate	\$110

Based on the scope of the engagement and our experience with similar projects, our professional fees and estimated expenses are as follows. Based on 250 tax parcels (PINs), we estimate professional fees of approximately **\$13,000**, including a 5% contingency, plus expenses of approximately **\$7,200**. Expenses include the preparation of a legal description, tax delinquency searches, owner of record searches, and acquisition of maps and assessor data from DuPage County and the Village of Downers Grove. Expenses are also inclusive of an estimate for mailing costs that is anticipated to be directly incurred by the Village. The total estimate of fees and expenses is approximately **\$20,200**. A detailed budget is available on page 6 of this proposal.

This budget estimate includes an allowance for one project initiation meeting. We are available to attend other meetings as desired or requested.

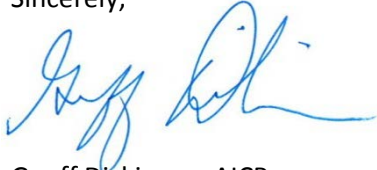
This fee is subject to revision if: the data noted above is not provided; we are asked to perform additional work (such as significant boundary expansions); or events occur which could not reasonably have been foreseen prior to commencement of the assignment. If there are any conflicts with the terms and conditions contained in this proposal and the terms and conditions contained in the Village's RFP document, the RFP document shall control. If unforeseen problems occur, we will discuss the matter with you so that a mutually agreeable resolution may be made. If at any point the decision is made to discontinue our services, our billings will be limited to fees and expenses incurred to that date. If the time spent on this engagement is substantially less than we have estimated, we will bill you a lesser amount.

Invoices will be rendered monthly for fees and expenses incurred. Invoices are payable within 30 days. If invoices remain unpaid after 30 days and/or extended payment terms are needed due to your funding plan, we will defer payment but add a 1.5% monthly finance charge to the unpaid balance.

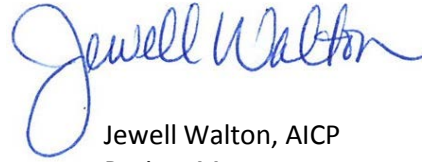
The attached "Limitations of Our Engagement" apply to this assignment.

We appreciate the opportunity to assist the Village of Downers Grove with this project. Please call with any questions you may have.

Sincerely,

A handwritten signature in blue ink, appearing to read "Geoff Dickinson".

Geoff Dickinson, AICP
Senior Project Manager

A handwritten signature in blue ink, appearing to read "Jewell Walton".

Jewell Walton, AICP
Project Manager

LIMITATIONS OF OUR ENGAGEMENT

Our analysis will be based on estimates, assumptions and other information developed from research, knowledge of the industry and meetings during which we will obtain certain information. The sources of information and bases of the estimates and assumptions will be stated in the summary of our findings. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in our report, and the variations may be material.

The terms of this engagement are such that we have no obligation to revise our analysis to reflect events or conditions which occur subsequent to the date at which we conclude our analysis. These events or conditions include, without limitation, economic growth trends, governmental actions, changes in assessment practices, changes in the SSA statute, additional development, interest rates, and other factors. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.

Our analysis will be intended solely for your information and for the purposes of creating an ordinance establishing a Special Service Area. It should not be relied upon for any other purposes. Neither the report nor its contents, nor any reference to our firm, may be included or quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan, or other agreement or document intended for use in obtaining funds from individual investors, without our prior written consent.

Village of Downers Grove
Fire Protection SSA Creation - Proposed Budget

Tasks for an Estimated 250 PINs 250	TOTAL Cost	TOTAL Hours	Sr. Project Manager \$ 205	Project Manager \$ 180	Associate \$ 120	Research Associate \$ 110
PHASE ONE: SSA Definition and Confirmation						
1. Conduct Project Initiation Meeting	\$ 1,540	8	4	4		
2. Collect Data and Confirm SSA Definition	\$ 3,440	28		4	8	16
3. Prepare Preliminary Projections and Budget Sizing	\$ 1,525	11	1	2	8	
PHASE TWO: SSA Establishment and Approval Meetings						
4. Coordinate/Proof Legal Description and Owner Searches	\$ 1,520	12		2	6	4
5. Confirm Tax Projections, Budget and Service Levels	\$ 1,525	11	1	2	8	
6. Draft Ordinances and Notices	\$ 1,080	6		6		
7. Coordinate Mailings and Required Notices	\$ 1,720	14		2	4	8
Total Hours		90	6	22	34	28
Total Dollars	\$ 12,350		\$ 1,230	\$ 3,960	\$ 4,080	\$ 3,080
Contingency	\$ 618	5%				
Total Professional Fees	\$ 12,968					
Estimated Expenses						
Allowance for General Expenses (Including maps, assessor data, presentation materials, etc.)	2.0%		\$ 260			
Delinquency Search	\$ 5.00 per PIN		\$ 1,250			
Owner of Record Search [2]	\$ 13.00 per PIN		\$ 494			
Legal Description	\$ 2,000		\$ 3,500			
Estimated Mailing Costs (directly incurred by the Village for posting, printing, etc.)			\$ 1,700			
Total Estimated Expenses [3]			\$ 7,204			
Total Fees and Expenses			\$ 20,172			

[1] This assumes basic participation/presentation in these meetings. The cost for SB Friedman attendance at additional community meetings is approximately \$1500 per meeting, depending on the level of staff involved.

[2] The SSA Act requires notice of the public hearing be sent to owners of record where taxes were not paid for the last preceding year. The budget assumes an estimated delinquency rate of 5% and that 10% of tax parcels are tax exempt (for which an owner search will be conducted). The current cost for an Owner of Record search is estimated at \$13 per PIN. In our experience, the number of delinquent and exempt properties varies greatly. Billing for Owner of Record searches will reflect the actual number of searches required.

[3] This budget includes an estimate of costs for mailing the required public meeting notices to all taxpayers.

Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award

14



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: S.B. Friedman & Company
 ADDRESS: 221 N. LaSalle St. Suite 820
 CITY: Chicago
 STATE: IL
 ZIP: 60601
 PHONE: (312) 424-4250 FAX: (312) 424-4262
 TAX ID #(TIN): 36-3743752

(If you are supplying a social security number, please give your full name.)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: (same as above)
 ADDRESS: _____
 CITY: _____
 STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

Individual	Limited Liability Company –Individual/Sole Proprietor
Sole Proprietor	Limited Liability Company-Partnership
Partnership	Limited Liability Company-Corporation
Medical	<u>Corporation</u>
Charitable/Nonprofit	Government Agency

SIGNATURE: [Signature]

DATE: 1/3/2013

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to SSA#6: Fire Protection, Proposer S.B. Friedman hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: Alt B. Juri
Proposer's Authorized Agent

3	6	-	3	7	4	3	7	5	2
---	---	---	---	---	---	---	---	---	---

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me

this 3RD day of January 2013

Carolyn Hayes
Notary Public



PROPOSER'S CERTIFICATION (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of S.B. Friedman & Company, and the full names of its Officers are as follows:

President: Stephen B. Friedman

Secretary: Anita C. Friedman

Treasurer: N/A

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the State of _____.

(c) Sole Proprietor

The Proposer is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the State of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? Yes

Insurer's Name The Daniel & Henry Company

Agent Michael A. Sobel, CPCU

Street Address 309 West Washington Street, Suite 1100

PROPOSER'S CERTIFICATION (page 3 of 3)


City, State, Zip Code Chicago, IL 60606

Telephone Number (312) 334-6009

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: S.B. Friedman & Company

Print Name and Title of Authorizing Signature: Stephen B. Friedman, President

Signature: 

Date: 1/3/13

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

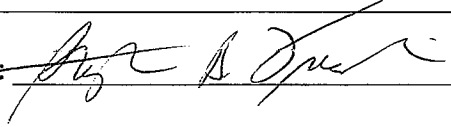
Company Name: S.B. Friedman & Company

Address: 221 N. LaSalle St., Suite 820

City: Chicago Zip Code: 60601

Telephone: (312) 424-4260 Fax Number: (312) 424-4262

E-mail Address: sbf@sbfriedman.com

Authorized Company Signature: 

(Print)Name: Stephen B. Friedman Title of Official: President

Date: 1/3/13

Campaign Disclosure Certificate

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

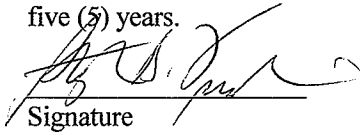
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

☒ Proposer/vendor has not contributed to any elected Village position within the last five (5) years.


Signature

Stephen B. Friedman
Print Name

☐ Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name



www.downers.us

December 20, 2012

Addendum 01

RFP-0-52-2012/TT

REQUEST FOR PROPOSAL

COMMUNITY RESPONSE

CENTER

630.434.CALL (2255)

SPECIAL SERVICE AREA#6 FIRE PROTECTION SPECIAL SERVICE AREA

An addendum has been posted to include a map, and the following questions:

CIVIC CENTER

301 Burlington Avenue

Downers Grove

Illinois 60515-4782

330.434.5500

TDD 630.434.5511

FAX 630.434.5571

Do you have a map available displaying the area the Village is interested in designating?

Yes, a map is attached.

2. Has any upfront work been completed to get buy-in from residents within the unincorporated areas? If so, what (roughly) percentage of residents are amenable to the SSA?

A portion (approximately 185 parcels) of the unincorporated area is currently in a paper Fire Protection District. The Fire Protection District cannot meet its obligations to the Village due to PTELL limitations. The Board of the Fire Protection District supports the SSA but we do not have information on the support of their residents or of the other properties outside the district.

FIRE DEPARTMENT

ADMINISTRATION

5420 Main Street

Downers Grove

Illinois 60515-4834

330.434.5980

FAX 630.434.5998

3. Similar to question #2, what outreach has occurred with residents within Downers Grove's corporate limits?

There are no residents within the Village limits that would be affected by this SSA.

POLICE DEPARTMENT

325 Burlington Avenue

Downers Grove

Illinois 60515-4783

330.434.5600

FAX 630.434.5690

4. Is there a SSA Steering Committee already established that will oversee and establish a budget for this new SSA or will one need to be assembled as part of this process?

The annual levy is determined through the budgeting process and does not require a committee.

Please sign, and return with original bid documents.

PUBLIC WORKS

DEPARTMENT

5101 Walnut Avenue

Downers Grove

Illinois 60515-4046

630.434.5460

FAX 630.434.5495

Sincerely,

VILLAGE OF DOWNERS GROVE

Theresa H. Tarka
Theresa H. Tarka

Ally B. Jank
President

1/3/13

Project Map



- Area of Interest
- Parcels of Interest
- Downers Grove Village

