



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, September 13, 2023 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

APPROVAL OF AGENDA (Voice Vote)

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve minutes from August 9, 2023 meeting.

PUBLIC COMMENT *Public Comment is encouraged. The Village Board will receive comments from the public, pursuant to State Statutes. Comments will be limited to five minutes on topics relating to the Village of Poplar Grove. Be further advised that matters brought up at this time may be referred to the appropriate committee or individual for further discussion or consideration.*

DEPARTMENT REPORTS

2. Administration Committee Report
3. Finance Report
4. Attorney Report

NEW BUSINESS

5. Motion to approve an Event Liquor License for Mortimer Enterprises LLC d/b/a Mortimer's Roadhouse & Grill from August 27th, 2023.
6. Motion to discuss/approve RFP for Comprehensive Land Use Plan

ADJOURNMENT (Voice Vote)

KJ 09/11/2023



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

Item 1.

VILLAGE BOARD OF TRUSTEES

Wednesday, August 09, 2023 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

CALL TO ORDER

President Sattler called the meeting to order at 7pm.

ROLL CALL

PRESENT

Finance Chairman Eric Miller
Admin Chairman Owen Costanza
Trustee Dan Cheek
Trustee Betsy Straw
Trustee Kristi Richardson
Attorney David Kurlinkus
Deputy Clerk Katie Jaster
Treasurer Carina Boyd
Engineer Chris Dopkins
Public Works Director David Howe

ABSENT

Trustee Jeff Goings

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

None.

APPROVAL OF AGENDA (Voice Vote)

Motion made by Finance Chairman Miller, Seconded by Admin Chairman Costanza. Motion carried by voice vote.

PUBLIC COMMENT *Public Comment is encouraged. The Village Board will receive comments from the public, pursuant to State Statutes. Comments will be limited to five minutes on topics relating to the Village of Poplar Grove. Be further advised that matters brought up at this time may be referred to the appropriate committee or individual for further discussion or consideration.*

Johnathon Giesecke - Spoke to the Trustees and President Sattler about Mr. Sattler's actions against him and his family. Johnathon showed pictures of how Mr. Sattler addressed him in public and also how Mr. Sattler addressed his mother on election day.

Tom Giesecke - Addressed the whole Board about how Mr. Sattler communicates, and how his actions are with him and his family and how displeasing it is.

OLD BUSINESS

1. Motion to discuss Lions Club Agreement for Lion's Park
Motion made by Admin Chairman Costanza, Seconded by Trustee Cheek.
Discussion amongst Trustees. Decision was made to have the Village Attorney adjust the draft agreement and send out for comments to the Trustee before the Lion's Club meet.

NEW BUSINESS

2. Motion to discuss/approve **Resolution 2023-19** A Resolution for Improvement under the Illinois Highway Code
Motion made by Finance Chairman Miller, Seconded by Admin Chairman Costanza.
Finance Chairman Miller discussed all the MFT projects that were set for this year.
Engineer Dopkins addressed the Board about the bid that took place for State Street and how Orth Road bid was next week, what they were looking for with cost and the resolution with the Township.
Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Cheek, Trustee Straw, Trustee Richardson
3. Motion to discuss/approve **Resolution 2023-20** A Resolution of the Village of Poplar Grove resolving to award a construction contract for section number 23-00011-00-RS, State Street improvements
Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.
Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Cheek, Trustee Straw, Trustee Richardson
4. Motion to discuss/approve request from Belvidere Park District for block/hydrant party in Prairie Green Subdivision on August 15th, 2023 from 4-5:30pm
Motion made by Finance Chairman Miller, Seconded by Admin Chairman Costanza.
Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Cheek, Trustee Straw, Trustee Richardson
5. Motion to discuss/approve **Resolution 2023-21** A Resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute an statement of work service agreement for online code hosting services provided to the Village of Poplar Grove by CivicPlus, LLC
Motion made by Finance Chairman Miller, Seconded by Trustee Richardson.
Treasurer Boyd gave an update about how the pricing was changing for our codification process and this was the best fit for us.
Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Cheek, Trustee Straw, Trustee Richardson
6. Motion to discuss possible request for bids for update of Comprehensive Land Use Plan
Motion made by Admin Chairman Costanza, Seconded by Trustee Cheek.

Discussion amongst Trustees about fees, process, and direction they would like the Village Attorney's office to draft for the comprehensive land use plan.

7. Motion to discuss/approve **Ordinance 2023-14** An Ordinance of the Village of Poplar Grove, Illinois amending Title VII, Building Regulations, Chapter 1, Building Code, Section 7-1-5, Permit Fees of the Village of Poplar Grove Code of Ordinances
Motion made by Finance Chairman Miller, Seconded by Admin Chairman Costanza.
Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Cheek, Trustee Straw, Trustee Richardson
8. Motion to discuss when a permit is required documents
Motion made by Admin Chairman Costanza, Seconded by Finance Chairman Miller.
Discuss amongst Trustees about residential permits. Trustees agreed to lay over until next week until when the permit require document is adjusted with additional comments.
9. Motion to discuss a possible future workshop on Robert's Rules of Order Training by local Parliamentarian
Motion made by Admin Chairman Costanza, Seconded by Finance Chairman Miller.
Admin Chairman Costanza took the floor and stated the Village should have a workshop. Discussion and decision was made to have the Village Attorney's office get resumes and prices for a future workshop.

ADJOURNMENT (Voice Vote)

Motion made by Finance Chairman Miller, Seconded by Trustee Richardson. Motion carried by voice vote.

Adjournment at 7:52 pm.

KJ 09/07/2023

EVENT LIQUOR LICENSE

Fee:
\$100

FOR THE SPECIAL CATERING OF ALCOHOLIC BEVERAGES

Mortimer Enterprises LLC d/b/a Mortimer's Roadhouse & Grill

Has complied with the Statutes of the State of Illinois, the Ordinances, Resolutions, Rules and Regulations of the Village of Poplar Grove, and has paid the fees required, is hereby licensed to sell at retail alcoholic liquors as follows:

WHERE: 4950 IL Route 173, POPLAR GROVE, IL 61065

DATE & TIME: August 27th, 2023

Dated this 23rd Day of August, 2023

EVENT: 12th Annual Bikers for BraveHearts Mustang Run

Karri Anderberg
Village Clerk

Donald G. Sattler, Liquor Commissioner
Village of Poplar Grove, Boone County IL

VILLAGE OF POPLAR GROVE, ILLINOIS

Request for Proposals

For

UPDATE OF VILLAGE COMPREHENSIVE LAND USE PLAN

Prepared By:

Village of Poplar Grove Village Board
200 N. Hill Street
Poplar Grove, Illinois 61065
(815) 765-3201
Fax: (815) 235-8874

DATE OF ADVERTISMENT: XXXXXX, 2023

PROPOSALS TO BE RECEIVED BY 5:00 P.M. XXXXXXXX, 2023

VILLAGE OF POPLAR GROVE, ILLINOIS
REQUEST FOR PROPOSALS
FOR
UPDATE OF VILLAGE COMPREHENSIVE LAND USE PLAN

The Village of Poplar Grove, Illinois invites interested individuals or firms to submit written proposals to provide an Update of the Village Comprehensive Land Use Plan.

PROPOSALS ARE DUE XXXXXXXXXX, 2023 by 5:00 P.M.

Proposals shall be e-mailed and also mailed or hand-delivered to:

Karri Anderberg, Village Clerk
 RE: Village Comprehensive Land Use Update
 Village of Poplar Grove
 200 N. Hill Street
 Poplar Grove, Illinois 61065
 Email: clerk@villageofpoplargo.com

The Village will only consider proposals that have been received **by 5:00 P.M., XXXXXXXX, XXXXXXXX, 2023**, and proposals received beyond that time will not be accepted. The Village does not guarantee that proposals received by mail or other delivery will be received in time for the scheduled due date and time. For hand deliveries, please contact the Village Clerk in advance of delivery to coordinate the date and time of delivery.

All proposals shall contain the following information: Provider's name, address and subject matter of proposal. All proposals shall conform to all the terms and conditions of this Request for Proposals (RFP). Failure to conform to the terms and conditions of the RFP will render the proposal non-responsive and ineligible for further consideration. Submittal of the proposal shall be in an electronic format for ease of distribution followed by paper copies in the mail or hand-delivered.

The proposal shall be identified as: Comprehensive Land Use Update. Ten (10) copies of the proposal shall be required. Each proposal shall include the requisite information (see Checklist), including: Rate Proposal (Appendix A), Certification Affidavit (Appendix B), Equal Employment Opportunity Statement (Appendix C), Drug Fee Workplace Certification (Appendix D) and Non-Collusion Certificate (Appendix E).

The Village reserves the right to accept any proposal or any parts thereof or to reject any and all proposals, to request additional information concerning the proposal, to accept or negotiate modifications to any proposal, to interview any proposer, and to waive any irregularities in any proposal, in order to serve the best interests of the Village.

All inquiries about this RFP should be directed by email to Karri Anderberg, Village Clerk, at clerk@villageofpoplargo.com. All inquiries must be submitted no later than **5:00 P.M., XXXXX, XXXXXXXX, 2023**. All responses will be posted to the Village of Poplar Grove website in the form of an addendum no later than 5:00 P.M., XXXXXXXX, XXXXXX, 2023. Copies of the RFP may be obtained at the above stated address during normal business hours or via email request. There is no fee required for the RFP. The Village assumes no responsibility for an RFP sent via U.S. Mail.

I. SCOPE OF SERVICES REQUESTED

OVERVIEW/GENERAL SCOPE OF WORK

The Village of Poplar Grove is soliciting from Providers interested in providing an Update to the Village's Comprehensive Land Use Plan. The scope of work includes, but is not limited to, the following:

1. Work with the Village Board of Trustees to determine the contents of the Update to the Village's Comprehensive Land Use Plan;
2. Review the existing Village Comprehensive Land Use Plan;
3. Conduct all meetings and tasks for the creation of an Update to the Village's Land Use Plan;
4. Produce a master print of the Updated Comprehensive Land Use Plan;
5. Provide the means of electronically posting the Updated Comprehensive Land Use Plan on the Village's website;
6. Provide a process for updating the Comprehensive Land Use Plan in the future.

The Provider will be able to coordinate, perform and complete all of the work described in the RFP. The Provider agrees to perform the work in a timely manner in accordance with the times and conditions set forth in the RFP.

II. COST PROPOSAL

A. Fees

The Proposal shall include labor, materials, equipment, supplies and expertise necessary to provide the services outlines in the Request for Proposal. The Provider shall complete the *Rate Proposal* provided in Appendix A. It is expected that all Providers responding to the RFP will offer government or comparable favorable rates.

The Provider is required to submit one (1) original set of the Rate Proposal (Appendix A). The Rate Proposal must be clearly marked as such.

The Provider shall propose a "not to exceed price" to complete the project described in the Scope of Services. (See Appendix A). The fees set forth in Appendix A shall be the total and complete compensation to be paid to the Provider for the work performed under this agreement. The Provider shall bear any and all fees, costs, taxes or expenses for any nature, which the Provider incurs in performing the work.

The Provider will not bill for services, and the Village will not pay for services, prior to delivery and acceptance of the project as outlined in the Scope of Services.

B. Executive Summary

The Provider shall provide an executive summary of its proposal. The executive summary should be a "high level" overview of how the Provider plans to accomplish the requirements of the RFP. The

executive summary should demonstrate the Provider's understanding of the requirements. The Provider must also address in this section how it meets the minimum qualification requirements under the "Scope of Services".

C. Submission

Proposals are due by **XXXXXXX, 2023 at 5:00 P.M.** and shall be e-mailed and also mailed or hand-delivered to the Village Clerk. The Village will only consider proposals that have been received by the submission deadline and proposals received beyond that will not be accepted. The Village does not guarantee that proposals received by mail or other delivery will be received in time for the scheduled due date and time. For hand deliveries, please contact the Village Clerk in advance of delivery to coordinate the date and time of delivery

All proposals shall contain the following information: Provider's name, address and subject matter of proposal. All proposals shall conform to all the terms and conditions of this Request for Proposals (RFP). Failure to conform to the terms and conditions of the RFP will render the proposal non-responsive and ineligible for further consideration. Submittal of the proposal shall be in an electronic format for ease of distribution followed by paper copies in the mail or hand-delivered.

The proposal shall be identified as: Update of the Village Comprehensive Land Use Plan. Ten (10) copies of the proposal shall be required. Each proposal shall include the requisite information (see Checklist), including: Rate Proposal (Appendix A), Certification Affidavit (Appendix B), Equal Employment Opportunity Statement (Appendix C), Drug Free Workplace Certification (Appendix D) and Non-Collusion Certificate (Appendix E).

III. PROVIDER QUALIFICATIONS

The Provider must demonstrate that it has been in business for a minimum of five (5) consecutive years and has a minimum of one (1) year of experience in the services required in Section I, *Scope of Work*. Additionally, the Provider shall provide detail regarding its experience in Updating of Municipal Comprehensive Land Use Plans.

The following elements must be included in each Update of the Village Comprehensive Land Use Plan proposal:

- Description of Company
- Experience
- References
- Insurance Requirements

The submittal requirements for each of these elements follow. Please note that proposals must include the information requested here in the manner specified. If the information is not included in the manner specified, the proposal will be considered non-responsive and may be eliminated from consideration.

A. Description of the Company

Please note: Affidavit of Ownership may have similar information but must be filled out and executed. (See Appendix B).

For items 1 through 9 below, the Provider shall describe its company on one 8 ½” x 11” page. Responses to items 10 and 11 below shall each be on one 8 ½” x 11” page. The following data is to be included:

1. Name of the provider, including a current profile of the company.
2. Address of corporate headquarters and an Illinois location, if applicable.
3. Telephone and fax number(s) for Illinois location(s).
4. Form of company, i.e. sole proprietor, partnership professional corporation.
5. Provide Federal Employer Identification Number (FEIN) of the Provider and/or in case of a sole proprietorship or partnership, provide the Social Security Number (SSN) for all owners or partners.
6. Date company formed or date incorporated, if a corporation.
7. Company principals including president, chairman, vice president(s), secretary, chief operation officer, chief financial officer, general manager(s).
8. Name(s) of principal members of company responsible for administration of this contract. Include a resume or curricula vitae of each of these primary contacts.
9. Licenses (provide a copy of all licenses and/or permits required to do business in the State of Illinois.)
10. The Provider will disclose any pending acquisitions, divestitures or conflicts of interest that could impact this contract.
11. The Provider will disclose any pending lawsuits related to Updates of the Municipal Comprehensive Land Use Plans. List all claims filed against the Provider (or its agents or employees) for professional errors or omissions. In addition, list all written complaints filed with local, state or federal regulatory agencies, business organization, or any additional agencies within the last three (3) years. A statement explaining the circumstances surrounding these events should be submitted.

B. Experience

The Provider will provide a listing of other government agencies or private entities for which similar work has been performed by the Provider (i.e., provide the name of the entity, address, phone number, contact person, and brief description of project). The Provider will provide detail regarding its experience performing Update of the Municipal Comprehensive Land Use Plans comparable to the scope of work outline in Section I of this RFP as well as provide detail as to whether the Provider has any experience performing Update of the Municipal Comprehensive Land Use Plans in municipalities of similar size to the Village of Poplar Grove (population approximately X,000).

C. References

The proposal shall include at least three (3) references for Update of the Municipal Comprehensive Land Use Plans that best demonstrate the Provider’s ability to complete the proposed project successfully for a Village the approximate size and nature of Poplar Grove.

D. Equal Employment Opportunity

It is the policy of the Village that all persons regardless of race, color, religion, sex or national origin shall have maximum practicable opportunity to participate in the performance of contracts or subcontracts. The Provider shall refer to Appendix C for the Equal Employment Opportunity policy. Failure to provide the information as required above may render your proposal non-responsive and may result in disqualification.

IV. INSURANCE REQUIREMENTS

The Provider, at its sole expense and prior to engaging upon the work agreed to be done, shall procure, maintain and keep in force during the entire term of the Agreement such required insurance. The specific type(s) and amount(s) of coverage of this Agreement are specified below. The Village must be named as an additional insured party on every insurance certificate for this Agreement in respect to Commercial General Liability.

- (a) Worker's Compensation Insurance (according to statutory coverage)
 - Employer's Liability Insurance
 - Bodily Injury by accident – \$1,000,000
 - Bodily Injury by disease – \$1,000,000
 - Bodily Injury by disease for each employee – \$1,000,000
- (b) Commercial General Liability Insurance
 - General aggregate limit – \$1,000,000
 - Product/completed aggregate – \$1,000,000
 - Personal and advertising injury – \$1,000,000
 - Each Occurrence – \$1,000,000
 - Bodily Injury – \$1,000,000 each occurrence, \$1,000,000 aggregate
 - Property Damage – \$1,000,000 each occurrence, \$1,000,000 aggregate
 - Errors & Omissions – \$1,000,000 each occurrence, \$1,000,000 aggregate
- (c) Professional Liability Insurance
 - Each Occurrence – \$1,000,000
 - Aggregate – \$1,000,000

Insurance Provisions

The Provider's insurance coverage shall be primary insurance as respect to the Village.

Any insurance or self-insurance maintained by the Village shall not contribute to the Provider's insurance.

The insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the Village Clerk.

Insurance (workers' compensation – general liability) is to be placed with insurers authorized to do business in the State of Illinois with Best's rating of no less than A: covering all operations under this contract. Exceptions to this clause are at the discretion of the Village.

Providers shall furnish the Village with certificate(s) of insurance and with original endorsements affecting coverage required by this clause. The certificate(s) and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificate(s) and endorsements are to be received and approved by the Village. The Village reserves the right to require complete certified copies of all required insurance policies at any time.

The Village shall have no responsibilities whatsoever to Provider with respect to any insurance coverage, its procurement or the absence thereof.

Providers expressly understand and agree that any insurance protection furnished by the Provider hereunder shall in no way limit its responsibility to indemnify and save harmless the Village under the Provision of this Agreement.

The Village maintains the rights to modify, delete, alter or change these requirements. The insurer shall agree to waive all the rights of subrogation (workers' compensation – general liability) against the Village for losses arising from this Agreement.

V. EVALUATION AND SELECTION PROCESS

The Village will review all proposals in accordance with the evaluation criteria. The Village reserves the right to accept or reject any, some, or all proposals, to take exception to parts of proposals, and to request written clarification of proposals and supporting materials. The Village further reserves the right to negotiate with any Provider with respect to amendments to their proposal.

The Village may award a contract, based upon initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms which the Provider can submit to the Village. The proposals will be rank ordered, with a recommendation forwarded to the Village Board for final consideration.

The Village will use the following criteria for evaluating proposals:

1. Understanding of the Project: Demonstration that the Provider understands the project to be completed.
2. Cost of Services: Proposed services will be evaluated for cost efficiency.
3. Professional qualifications and experience of the Providers necessary for satisfactory performance of services.
4. Professional qualifications, certifications and experience of committed personnel.
5. Performance of the Provider on other contracts in terms of quality of work and compliance with performance schedules.
6. Compliance with Insurance Requirements: Stipulations contained in Section IV, Insurance Requirements.
7. Submission of Licenses and Permits: Submittal of such documentation to perform business in the State of Illinois.

8. **Equal Employment Opportunity Policy:** It is the policy of the Village that all persons regardless of race, color, religion, sex or national origin shall have maximum practicable opportunity to participate in the performance of contracts or subcontracts. If such qualifications are present, they should be described in your proposal and will be taken into consideration in awarding the contract. (See Appendix C).

VI. CHECKLIST

The following list of items must be included in order for a proposal to be considered responsive. Failure of the Provider to include each item listed in the checklist will render the proposal non-responsive and rejected.

1. **A COVER LETTER** signed by an authorized representative of the Provider. The cover letter must contain a commitment to provide the services required herein. The letter shall indicate that the proposal is a firm offer for a period of at least one hundred and sixty (160) days.
2. **COMPANY OVERVIEW (OR INTRODUCTION)** shall include the name of the Provider, the location of Provider's principal place of business and, if different, the place of performance of the contract, branch office locations and the age of the Provider's business (maximum length: one (1) page).
3. **EXECUTIVE SUMMARY** shall include a brief statement of understanding and the Provider's approach to perform the services required by the Village (maximum length: three (3) pages). The submittal of elements as required in Section II must be provided.
4. **PROVIDER QUALIFICATIONS** shall include a presentation of the Provider's qualifications to perform the services required by the Village (maximum length: three (3) pages). The submittal of elements as required in Section III must be provided.
5. **INSURANCE REQUIREMENTS** must be acknowledged and agreed to by the Provider. The Insurance Requirements are included in Section IV.
6. **RATE PROPOSAL:** Appendix A
7. **CERTIFICATION AFFIDAVIT:** Appendix B
8. **EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:** Appendix C
9. **DRUG FREE WORKPLACE CERTIFICATION:** Appendix D
10. **NON-COLLUSION CERTIFICATE:** Appendix E

VII. TERMS AND CONDITIONS

1. Examination by Provider

Providers are expected to examine all parts of the RFP. Failure to do so will be at the Provider's own risk.

2. Competency of Provider

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default with the Village upon any debt of contract, or that is defaulter, as surety or

otherwise, upon any obligation to said Village, or has failed to perform faithfully on any previous contract with the Village.

3. Incurring Cost

All costs incurred in the preparation and submission of responses shall be borne by the Provider.

4. Withdrawal of Proposals

Provider may withdraw their proposals at any time prior to the closing time for the receipt of proposals. However, no Provider shall withdraw or cancel its proposal for a period of one hundred and sixty (160) calendar days after said advertised closing time for the receipt of proposals, nor shall the successful Provider withdraw or cancel or modify its proposal, after having been notified by the Village Clerk that said proposal has been accepted by the Village.

5. Incomplete Proposals

Providers must address all requirements outlined in this RFP. Proposals submitted to the contrary will be considered incomplete and may be rejected.

6. Consideration of Proposals

The Village Board shall represent the Village in all matters pertaining to this proposal. The Village Board reserves the right to reject any or all proposals and to disregard any informality in the proposals when, in their opinion, the best interests of the Village will be served by such action.

7. Request for Explanation and Information

General Questions regarding the Proposal process should be addressed to:

Karri Anderberg, Village Clerk
 RE: Update of Village Comprehensive Land Use Plan
 Village of Poplar Grove
 200 N. Hill Street
 Poplar Grove, Illinois 61065
 Email: clerk@villageofpoplargrove.com
 Phone: 815-765-3201

8. Inadvertent Error

Inadvertent errors that have a correction submitted after the designated filing date may be considered, at the discretion of the Village Board, if the Provider submits with the correction, sufficient information to prove the error was inadvertent. Amendments are not favored and, in the case of doubt, requests will be denied. The Village reserves the right to request additional information at any time from any or all Providers based on the initial evaluation of proposals.

9. Submissions of Proposals

All prospective Providers shall submit one (1) electronic and ten (10) paper proposals including one (1) original signature set, to the Village Clerk, and shall carry the following information on the face of the envelope: Provider's name, address and subject matter of proposal.

When proposals are sent to the Village Clerk, the Provider shall be responsible for their delivery to the Village Clerk before the advertised date and hour for the receipt of the proposals. If the proposal is postmarked or time stamped following the bid closing, proposals thus delayed will not be considered and will be returned unopened.

10. Acceptance of Proposal

A contract will be awarded to the responsive Provider whose proposal, in conforming to the RFP; will be the most advantageous to the Village, price and other factors considered. The Village may accept within the time specified therein, any proposal, whether or not there are negotiations subsequent to its receipt, unless the proposal is withdrawn by written notice received by the Village prior to the response due date. If subsequent negotiations are conducted they shall not necessarily constitute a rejection or counter proposal on the part of the Village.

11. Assignment

The Provider shall not assign, subcontract, or transfer all or any part of the interest of the Provider in this Agreement without prior written consent of the Village.

12. Conflict of Laws

The Provider expressly agrees that the Agreement shall be governed by Illinois law and that Illinois law will be the controlling law in the event of any disputes, claims or controversies should arise out of or in connection with this Agreement and any subsequent contract that is awarded pursuant thereto. Any party to a dispute shall request that a hearing be scheduled within Poplar Grove, Boone County in Illinois subject to the reasonable availability of the parties and their representatives.

In the event that any of the provisions of the Agreement conflict with any provisions set forth in the RFP, it is the intentions of the parties that the provision of the Agreement shall control.

13. Contract Termination

The contract may be terminated in whole or in part unilaterally by the Village at any time with thirty (30) day notice to the Provider, subject to equitable settlements of all interests and obligations that have accrued to date of termination.

APPENDIX A
RATE PROPOSAL

Rate Proposal

This Rate Proposal is to be executed and returned with your proposal.

Note: The Provider shall propose a not to exceed price to complete the project as described in the Scope of Services. In no event will the Village pay more than the not to exceed price proposed by the Provider for the project as described in the Scope of Services.

I certify our proposal addresses all criteria required in the Request for Proposal and that I have read and understand the Scope of Services as presented in the Request for Proposal.

1. Work with the Village Board of Trustees to determine the contents of the Update to the Village's Comprehensive Land Use Plan;
2. Review the existing Village Comprehensive Land Use Plan;
3. Conduct all meetings and tasks for the creation of an Update to the Village's Land Use Plan;
4. Produce a master print of the Updated Comprehensive Land Use Plan;
5. Provide the means of electronically posting the Updated Comprehensive Land Use Plan on the Village's website;
6. Provide a process for updating the Comprehensive Land Use Plan in the future.

The Provider will be able to coordinate, perform and complete all of the work described in the RFP. The Provider agrees to perform the work in a timely manner in accordance with the times and conditions set forth in the RFP.

Total Costs of Proposal (including phone, travel, meals, printing, etc. but excluding costs of job announcement publication costs): \$_____

SIGNATURE AND TITLE OF OWNER OR AUTHORIZED PERSON:

Signature

Date

Name and Title

APPENDIX B

CERTIFICATION AFFIDAVIT

Village of Poplar Grove, Illinois

Invitation to Submit Proposal

Bid Title: Update of Village’s Comprehensive Land Use Plan

Bidder/Offer Affidavit

The undersigned certifies that they are an agent of the company shown and as such agent is authorized to submit this proposal on its behalf.

Federal Tax Id # _____

Company _____

Address _____

City/State/Zip _____

Phone _____

Fax _____

Email _____

Authorized Signature

Date

Name/Title

APPENDIX C

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

Village of Poplar Grove, Illinois

Invitation to Bid

Bid Title: Executive Recruitment Consulting Services

Policy Statement: Equal Employment Opportunity

It is the policy of _____ to provide equal employment opportunity to all persons regardless of race, color, religion, sex, age, handicap or national origin through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive Orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972 and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment. Accordingly, we will take Affirmative Action to ensure that we will:

1. Recruit, hire and promote in all job classifications regardless of race, color, religion, sex or national origin.
2. Make promotional decisions that in accordance with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities.
3. Incorporate our equal employment opportunity policy in all personnel actions such as compensation, benefits, transfers, layoffs, returns from layoffs, company sponsored training, education and tuition assistance.
4. Conduct social and recreation programs sponsored by our agency without regard to race, color, sex, or religion.
5. Bidder should contact the Village Clerk for specific information regarding the Village's Equal Employment Policy.

At present, ____ % of our work force are minorities and ____% of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future. It is also our intent to make efforts to purchase supplies or equipment from small businesses located within the Village of Poplar Grove or Boone County.

The bidder certifies that he/she/it does not maintain or provide for his/her/its employees any segregated facilities at any of his/her/its establishments, and that he/she/it does not permit his/her/its employees to perform their services at any location, under his/her/its control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she/it has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she/it will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she/it will retain such certification in his/her/its files.

Firm Name

Date

Authorized Signature

Name/Title

APPENDIX D

DRUG FREE WORKPLACE CERTIFICATION

DRUG FREE WORKPLACE CERTIFICATION

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, the Provider certifies and agrees that it will provide a drug free workplace by:

Publishing a Statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Provider's workplace.
- B. Specifying the actions that will be taken against employees for violations of such prohibition.
- C. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. 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.
- D. Establishing a Drug Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Provider's policy for maintaining a drug free workplace;
 - 3. Available counseling, rehabilitation, or assistance programs; and
 - 4. Penalties imposed for drug violations.
- E. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
- F. Notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- G. 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.
- H. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- I. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

(Printed name of Provider)

Address

City State Zip Code

Signature of Authorized Representative

Title Date

APPENDIX E

NON-COLLUSION CERTIFICATE

NON-COLLUSION CERTIFICATE

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

(Printed Name of Contractor)

Address

City State Zip Code

Signature of Authorized Representative

Title Date