IMMEDIATELY FOLLOWING THE EXECUTIVE COMMITTEE MEETING, BUT NO SOONER THAN 10:30 A.M.

I. CALL TO ORDER

II. NEW BUSINESS

1. Authorizing Professional Services Agreement with Ann L. Schneider & Associates, LLC for Project Management of the Will County Community Friendly Freight Mobility Plan, using RTA Tax Funds ($150,000.00) (Ann L. Schneider)

2. Will County Mobility Plan RFQ (Schneider & Assoc.)

III. OTHER NEW BUSINESS

IV. ADJOURNMENT

V. NEXT MEETING - TO BE DETERMINED
RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS

Authorizing Professional Services Agreement with Ann L. Schneider & Associates, LLC for Project Management of the Will County Community Friendly Freight Mobility Plan, using RTA Tax Funds ($150,000.00)

WHEREAS, the Will County Board is requesting proposals for the development of the Will County Community Friendly Freight Mobility Plan, Section 16-00200-21-EG, all County Board Districts; and

WHEREAS, at the request of the Will County Center for Economic Development, Ann L. Schneider & Associates, LLC developed the RFQ for said plan; and

WHEREAS, the Will County Board has identified the need for project management of the Will County Community Friendly Freight Mobility Plan; and

WHEREAS, Ann L. Schneider & Associates, LLC is well qualified and familiar with the proposed project.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board authorizes the County Executive to enter into an agreement for professional services with Ann L. Schneider & Associates, LLC., 17843 Lebanon Cemetery Road, Petersburg, IL for Project Management of the Will County Community Friendly Freight Mobility Plan, Section 16-00200-21-EG.

BE IT FURTHER RESOLVED, that the compensation for the professional services is according to the schedule listed in the agreement.

BE IT FURTHER RESOLVED, that the Will County Board authorizes the use of County RTA Tax Funds ($150,000.00) for professional services.

BE IT FURTHER RESOLVED, that the professional services agreement is subject to the review and approval of the State’s Attorney’s Office.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.
Adopted by the Will County Board this 11th day of August, 2016.

Result: -

Approved this _____________ day of ________________, 2016.

Nancy Schultz Voots (SEAL)
Will County Clerk

Lawrence M. Walsh
Will County Executive
PROFESSIONAL SERVICES AGREEMENT
With
ANN L. SCHNEIDER & ASSOCIATES

SECTION 16-00200-21-EG

THIS INDEPENDENT PROVIDER AGREEMENT (this “Agreement”) is made between the COUNTY OF WILL (the “Client”) 302 N. Chicago Street, Joliet, IL and ANN L. SCHNEIDER & ASSOCIATES, (the “Provider”).

RECITALS

Client desires to retain Provider to provide project management assistance with the Will County Community Friendly Freight Mobility Plan. The Provider desires to perform such services according to the terms of this Agreement and the Scope of Work.

AGREEMENT

NOW THEREFORE, in consideration of the above premises, it is mutually agreed as follows:

1. Scope of Agreement. The scope of services to be performed is outlined in the Scope of Work attached as Exhibit “A” of this Provider Services Agreement. This Agreement shall apply only to the Services (as defined below) after the effective date, and prior to the termination of this Agreement. This Agreement constitutes the entire agreement between Client and Provider and supersedes any and all prior agreements, communications, negotiations and representations, whether oral or written, between Client and the Provider. The Scope of Work related to these services may be modified or expanded during the term of this Provider Services Agreement only by mutual written consent of both Client and Provider.

2. Performance of Services. The Provider agrees that it will, at all times, faithfully, industriously, and to the best of his/her ability, experience, and talents perform all the duties that may be required of and from him/her. Such duties shall be rendered within the County of Will, Illinois and at such other places as Provider and Client shall in good faith agree to or determine from time to time.

3. Term. This Agreement shall commence on August ____, 2016 and continue until terminated in accordance with this agreement.

4. Compensation and Times of Payment.

4.1 In consideration of the Provider's rendering of Services, the Client shall pay the provider a monthly retainer to be made in 8 monthly payments of $18,750.00 to begin within 30 days from the acceptance date of this agreement by both the Client and the Provider. Electronic invoices will be emailed the first of each month to BGould@willcountyillinois.com.

4.2 It is understood and agreed that the compensation recited in Subsection (a) includes usual and ordinary costs and expenses. If Provider determines that there is a need to incur extraordinary costs and expenses in the performance of Services, and the
nature, amount and circumstances thereof are fully disclosed to the Client and with the Provider receiving prior written approval obtained from the Client, the Client shall reimburse Provider for all such extraordinary costs and expenses upon receipt of a detailed accounting.

4.3 Invoices. Monthly invoices including a detailed description of the work performed will be submitted by the Provider to the Client each month. Payment will be made to the Provider by the Client in conformance with the Illinois Local Government Prompt Payment Act, 50 ILC 505/1 et seq.

5. **Relationship of the Parties.**

5.1 **Independent Provider.** The relationship between the parties is that of independent contractor. Nothing herein shall be construed to create a joint venture, partnership or employee/employer relationship. The Provider shall not be considered agent/agents or employee/employees of the County of Will for any purpose.

5.2 **No Fringe Benefits.** As an independent Provider, the Provider shall have no right to any compensation from the County of Will other than the Fees for services. Without limiting the foregoing, the County of Will shall have no obligation to provide Provider with (a) industrial accident, worker’s compensation or unemployment insurance; (b) medical insurance or the payment of medical insurance premiums; (c) vacation, sick or holiday pay; (d) payment or withholding of social security or other taxes; or (e) any other benefits that are now, or may from time to time become, available to employees of the County of Will.

5.3. **No Authority.** The Provider possesses no authority to bind Client for any promise, obligation, agreement or representation unless specifically authorized by Client in writing.

5.4. **Liabilities.** The Provider shall not contract or incur any liabilities on behalf of the County of Will without specific written authorization.

6. **Indemnification.**

6.1. Provider shall indemnify, defend and save harmless the Client, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs, claims or liabilities brought because of injuries or damages received or sustained by any person, persons, or property as the direct result of the willful misconduct of said Provider arising out of the performance of any of the provisions of the contract.

6.2. The Client shall indemnify, defend and save harmless the Provider from lawsuits, actions, costs, claims or liabilities brought because of injuries or damages received or sustained by any person, persons, or property as the direct result of the willful misconduct of said Client, its officers, agents or employees.
and/or subcontractors and arising out of the performance of any of the provisions of the contract.

7. **Termination.** This Agreement shall terminate immediately upon the occurrence of the following events:

7.1. Mutual written agreement between the Client and the Provider;

7.2. The Provider’s inability to perform the Services for any reason, including without limitation, the death, mental incapacity or physical disability of the Provider or any individual owning or controlling an equity interest in, employed by or sufficiently necessary to the operations of the Provider such that the Provider cannot sufficiently perform the Services;

7.3. The Provider’s failure or refusal to faithfully or diligently perform the Services or the provisions of this Agreement; and

7.4. Improper professional or unethical conduct by the Provider or any Individual performing services on behalf of the Provider;

7.5. Upon written notice of the termination of this Agreement. This Agreement may be terminated by either party hereto upon thirty (30) day’s written notice to the other party. Client may terminate this agreement without cause at any time during the term of this Agreement, and Provider shall be entitled to payment of the remaining unpaid reimbursable expenses and fees due pursuant to the provisions of this Agreement and as further set forth in Paragraph 4. Unless terminated for cause, or at the end of the term, or as a result of Provider’s failure to render services in accordance with the Scope of Work (Exhibit A), Provider shall, upon termination of this Agreement by either Provider or Client and at the request of Client, continue to perform its duties for a maximum of thirty (30) days, commencing from the time written notice of termination of this Agreement was given. Notice of termination of the Agreement shall be in writing and delivery shall be effective upon either personal service, three days following the date upon which such notice is deposited in the U.S. mail, certified mail/return receipt requested or one day following deposit with a nationally reputable overnight courier service marked for next day delivery.

8. **Disputes.** Any disputed or questioned charges, activities, or obligations will be forthrightly substantiated and resolved by both parties in good faith. Invoice items not questioned in writing within 30 days of the invoice date will be deemed accepted and payable.

9. **Confidentiality.** All information provided to Provider by Client shall be treated as confidential. Provider will maintain adequate security for all documents, notes and information provided by Client and will not disclose or discuss in any manner any information about Client or its business to any third party without prior and explicit approval of any authorized representative of Client.
10. **Miscellaneous**

10.1. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of Illinois, without respect to conflict of law provisions. Any action at law, suit in equity or other judicial proceeding for the enforcement or breach of this Agreement or any provision thereof shall be instituted and conducted in the County of Will, State of Illinois.

10.2. **Assignability.** The Provider’s rights and obligations under this Agreement are personal in nature, and the Provider shall not assign such rights nor delegate such duties without prior written consent of the County of Will. Any agreement purporting to so assign the rights of the Provider hereunder, delegate the duties off the Provider hereunder or both shall be null and void of no force or effect.

10.3. **Severability.** Any provision of this Agreement deemed illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions herein, and any such illegal or unenforceable provision shall be deemed modified in a manner that is no longer illegal or unenforceable.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

**WILL COUNTY**  
Lawrence M. Walsh  
Full name  
Will County Executive  
Title  
Signature

**ANN L. SCHNEIDER & ASSOCIATES LLC**  
Ann L. Schneider  
Full name  
President  
Title  
Signature

**WILL COUNTY**  
Nancy Schultz Voots  
Full name  
Will County Clerk  
Title  
Signature
Exhibit A

Project Management SOW

Will County Community Friendly Freight Mobility Plan

Prepared By: Ann L. Schneider & Associates LLC
August 7, 2016
Introduction

BACKGROUND

Will County Illinois is home to dynamic and growing freight oriented developments, which are also driving significant population growth in the region. The Will County region had previously experienced economic challenges as many former manufacturing facilities shuttered shop and moved out of the area or closed down completely. The relatively new focus on freight oriented development is the result of Will County's location and its multimodal transportation assets. These assets include the following:

1. A mature interstate and arterial highway system;
2. Six of the seven Class I railroads with an operating presence; and,
3. Three navigable waterways.

Population in Will County has exploded over the last 25 years making it the 4th largest County in Illinois behind Cook, DuPage and Lake and the 89th largest county in the nation. The population has increased over 90 percent since 1990 and 36 percent since 2000, and it now represents over 5.3% of Illinois' population, up from 3.1 percent in 1990. The growth in population has been driven in part by the growing demand for a highly qualified workforce in the transportation, distribution and logistics sector of the economy.

Mirroring the growth in population, job growth in Will County totaled 76.5 percent between 1985 and 2011. According to the Bureau of Labor Statistics, transportation and logistics employment in Northeastern Illinois represents 8.1 percent of total employment in the region compared to a national average of 6.8 percent, emphasizing the fact that the region's growth depends heavily on its multimodal transportation assets and its growing transportation, distribution and logistics based economy.

The growth in freight oriented development must be balanced with the need to sustain existing and build additional livable communities. Community level planning involving the public and private sectors along with educators, is important to ensure that the economic opportunities created by freight oriented development is coupled with livability principles. This coordinated effort will ensure that transportation investments are made in congruence with smart growth ideals, such as providing access to good jobs, affordable housing, quality schools, and safer roads while preserving open spaces and the environment.

STAKEHOLDERS

Will County is charged with ensuring the multimodal transportation infrastructure system is maintained and developed in a manner that supports all modes of travel. This includes the safe and efficient movement of freight and goods.
OBJECTIVES
The Will County Community Friendly Freight Mobility Plan will achieve the following high-level objectives:

1. Leverage Will County’s Long Range Transportation Plan.
2. Leverage the Will County Freight Advisory Council.
3. Integrated transit and freight transportation needs and plans.
4. Create a common voice across stakeholders.
5. Create a common needs measurement system.
6. Create a project ranking mechanism across freight and transit infrastructure, workforce, land use, and community to inform funding decisions.
7. ROI amplification through an integrated prioritization across freight, transit, land use, education, etc... leveraging interrelations.
8. Incorporate lessons learned from the past.
9. Reduce the need for truck freight movement onto neighborhood streets.

SCOPE OF WORK

Will County (WC) is requesting Project Management assistance with the Will County Community Friendly Freight Mobility Plan. The Plan will include the following chapters:

1. Define and enhance the current state Will County Multimodal Freight Profile.
2. Develop a future state Will County Freight Profile across all modes.
3. Develop a freight oriented workforce development plan.
4. Develop a performance measures methodology that will be used to analyze the freight network, identify and prioritize infrastructure improvement projects and policies to enhance freight mobility.
5. Develop a web-based technology solution to support Chapters 1 through 4. (to be procured independently)

A copy of the Will County Community Friendly Freight Mobility Plan RFQ is included in Attachment A. The governance structure of the Plan is shown in Figure 1.
Overview of Project Management Plan

The Project Management Plan will be designed to guide the team’s work activities and execute the management and reporting activities to ensure the project remains on-track. ANN L SCHNEIDER & ASSOCIATES LLC uses a project management methodology based on the Project Management Institute Body of Knowledge (PMBOK). Our approach for Project Management & Oversight is collaborative with a focus on project success as defined by the Project Objectives, Scope, and Deliverables. The Project plan will include the following high-level processes shown in Table 1.

<table>
<thead>
<tr>
<th>Process</th>
<th>Approach</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initiation</td>
<td>Identifying and authorizing the Project.</td>
</tr>
<tr>
<td>Planning</td>
<td>Establishing the scope, defining objectives, gathering requirements and determining the actions necessary to complete the Project</td>
</tr>
<tr>
<td>Executing</td>
<td>Completing the tasks to achieve Project objectives according to scope and budget</td>
</tr>
<tr>
<td>Monitoring &amp; Controlling</td>
<td>Tracking, reviewing, and regulating the progress of the Project. Oversee vendor deliverables to ensure deliverables meet the Project objectives. Identify changes to the plan and initiating a change control process</td>
</tr>
<tr>
<td>Closing</td>
<td>Ensuring all tasks are complete on time and budget. Conduct project close activities</td>
</tr>
</tbody>
</table>

Table 1
Program/Project Plan - A comprehensive Program/Project Management Plan will be developed in collaboration with the vendors for the three independently procured but interconnected segments/Chapters of the project. The Plan will be updated regularly to continuously take stock of task-level progress and identify emerging risks and strategies to manage them. Table 1 outlines the ALS&A project management approach strategy for this Project. The remainder of this document provides detail on each project management element.

Project Management will provide a tactical perspective and independent review of Project deliverables and activities against the Project’s scope, objectives, plan, and strategic vision. The project manager will actively track and communicate Project progress, risks, issues, schedule, budget, and ensure that applicable regulations, policies and standards are followed. The project manager will coordinate the activities of any and all vendors selected for the three independently procured but interconnected segments/Chapters of the project. The project manager will conduct meetings with the selected vendor(s), engage in study activities as necessary and/or directed by WC, oversee community and stakeholder outreach and communication, assist in plan drafting and editing, and participate in stakeholder interview, focus group and survey preparation and execution when necessary. The project manager will attend meetings and provide presentations as requested by WC and continue to engage in identifying and pursuing funding sources for the project. The project manager will develop any additional RFP/RFQ as needed to complete the Plan.

Project Oversight will provide a strategic perspective and independent review of Project deliverables and activities to ensure the unique characteristics of the Project are achieved and meet the strategic vision desired by WC.
<table>
<thead>
<tr>
<th>Project Management Element</th>
<th>ALS&amp;A Approach</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Scope Management</strong></td>
<td>Ensuring that all relevant stakeholders have provided appropriate input into the development of the project RFP/RFQ.</td>
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<tr>
<td></td>
<td>Finalize scope, including detailed description of tasks and major deliverables.</td>
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<td></td>
<td>Scope elements to be deconstructed to assess local data and information needed to carry out the scope of services and a corresponding data collection/assembly plan.</td>
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<tr>
<td></td>
<td>A list of project participants/stakeholders and their expected level of participation (e.g., County staff, steering committee members, Freight Advisory Council, etc.).</td>
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<tr>
<td></td>
<td>Continuous monitoring of project scope.</td>
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<tr>
<td></td>
<td>Identifying any constraints or conditions that will impact on the project delivery.</td>
</tr>
<tr>
<td><strong>Cost and Schedule Management</strong></td>
<td>Development of detailed schedule for each major task and Project deliverable.</td>
</tr>
<tr>
<td></td>
<td>Ongoing assessment and tracking of costs to support invoicing requirements and ensure project is completed on budget.</td>
</tr>
<tr>
<td></td>
<td>Ensuring that cost issues are flagged early and discussed with all stakeholders.</td>
</tr>
<tr>
<td><strong>Quality Management</strong></td>
<td>Implementation of ALS&amp;A best practice quality assurance, including proactive communication with stakeholders regarding expectations for the project and deliverables.</td>
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<tr>
<td></td>
<td>Review all key deliverables, and adherence to established document review and resubmittal cycle.</td>
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<tr>
<td></td>
<td>Ensure the County’s quality standards are articulated and understood by vendor(s).</td>
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<tr>
<td></td>
<td>Timely submittal of deliverables to allow WC a minimum of one week to review documents. [MMT1]</td>
</tr>
<tr>
<td><strong>Human Resources Management</strong></td>
<td>Develop and adhere to a predefined organization chart with specific roles and responsibilities.</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
</tr>
<tr>
<td>-----------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| **Communications Management** | Day-to-day Project Management of vendor(s) working on this project.  
Development of specific project management protocol, including information exchange between ALS&A, WC, and vendors.  
Establishing and managing the approval mechanisms for various sign-off requirements and identifying those with appropriate authority.  
ALS&A to support regular team meetings with the MPO key staff, key ALS&A staff, and subcontractors at the MPO’s discretion.  
Preparation of monthly progress reports on project progress, issues, risks, recommendations, budget and progress relative to project plan.  
Convene reporting meetings with stakeholders as appropriate.  
Ensure that all team members understand their roles and responsibilities and ensuring their on-going commitment to the project.  
Bi-weekly progress & status conference calls | |
| **Risk Management**    | Implementation of “Risk Log” methodology  
Risk Log to be updated at least monthly; existing and emerging risks to be noted in monthly progress reports | |

**Schedule Management**

A high-level schedule is shown in Figure 2. A detailed schedule will be developed in collaboration with the vendors for the three independently procured but interconnected segments/Chapters of the project.
The ALS&A team recognize the importance of on-time delivery of high quality products and services to WC throughout the course of the project. While quality work is expected of all consultant and subcontractor staff, ALS&A’s QA/QC plan will ensure that Project deliverables, activities, and efforts align with the Project’s Objective, Scope, and Deliverables. The plan, described below, identifies the actions ALS&A staff will take to ensure quality and on-time delivery.

- Establish overall technical direction of the project;
- Review all project deliverables for consistency with contract requirements and quality standards;
- Provide regular project updates to Will County;
- Review invoices and progress reports;
- Approve subcontractor invoices and progress reports.
- Ensure QA/QC elements are implemented;
- Periodically review methodologies, assumptions, and findings; and,
- Periodically touch base with WC to evaluate level of satisfaction with the project.

Communications Management

The Communication Plan facilitates communication of accurate information, to the intended individuals, at the right time. The purpose of the Communication Plan is to:

- Identify and describe all project stakeholders;
- Describe the communication needs of the project stakeholders;
• Define how project stakeholders will be kept informed about the project;
• Capture ‘how’ communications will be managed throughout the project life cycle;
• Define and document the various communication needs of the stakeholders of the project; and,
• Ensure that team members, WC and other stakeholders have the information they need to complete their tasks.

Following are key communication guidelines for this project:
• The Project Manager and all relevant staff will have a conference call with WC on a bi-weekly basis or as requested to go over work progress, issues, questions, etc.;
• The Project Manager and other Project Vendors will meet internally on a bi-weekly basis to go over work progress, issues, questions, etc.; and,
• Deliverables, data and other Project related information will be communicated to and approved by WC for submittal to the public.

Through adherence to this QA/QC plan, ALS&A will identify and address problems before they become serious and ensure WC receives high-quality deliverables and support.

The table below provides a list of the key contacts with contact information for this project. Bios for key members are provided in Attachment B.

<table>
<thead>
<tr>
<th>Name</th>
<th>Company</th>
<th>Role</th>
<th>Phone</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ann Schneider</td>
<td>ALS&amp;A</td>
<td>Principal-In Charge</td>
<td>217-622-0693</td>
<td><a href="mailto:Annschneider100@gmail.com">Annschneider100@gmail.com</a></td>
</tr>
<tr>
<td>Kent James</td>
<td>ALS&amp;A</td>
<td>Project Manager</td>
<td>847-421-7274</td>
<td><a href="mailto:kent@illum-strat.com">kent@illum-strat.com</a></td>
</tr>
</tbody>
</table>
ANN L SCHNEIDER & ASSOCIATES PROJECT COSTS

The costs associated to Project Management & Oversight have been allocated over the term of the Project, which is estimated to be a seven (7) month period. The inclusive cost to perform Project Management and Oversight of the Project is $150,000.

Payment Terms

Monthly billing statements from ANN L SCHNEIDER & ASSOCIATES LLC shall be paid in conformance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. and will be sent to the WC designate:

Bruce Gould
Director of Transportation
County Engineer
Will County Division of Transportation
16841 W. Laraway Rd.
Joliet, IL. 60433
Ann L. Schneider

Professional Summary

Ann L. Schneider is currently the President and Owner of Ann L. Schneider and Associates LLC providing premier government consulting services. She has served clients by preparing an alternative transportation funding model for Illinois, collaborating on developing a supply chain model to prioritize project spending, identifying funding solutions for local government infrastructure priorities and working to improve the nation’s freight transportation system. She works with clients to develop relationships with key government officials and provides support for grant applications. With her background in public finance she assists clients with identifying funding solutions to critical infrastructure needs.

Ann served as Secretary for the Illinois Department of Transportation (IDOT) from July 2011 to July 2014. As Secretary, she had fiscal oversight for an annual operating budget of over $2.8 billion and a capital budget of $14.7 billion. She led a work force of more than 5,200 full-time employees statewide. During her 29 years with the State of Illinois, Ann has also served in a number of positions including: COO for IDOT, CFO for the Illinois Department of Natural Resources and IDOT, Assistant State Comptroller, Assistant Director for Fiscal Policy at the Board of Higher Education and Fiscal Advisor to the Democratic Leaders in the Illinois General Assembly.

In 2012 she was asked by former U.S. Transportation Secretary, Ray LaHood, to Chair the first National Freight Advisory Committee (NFAC), helping to shape future multi-modal freight policy throughout the nation. Ann also served as the Chair of the AASHTO Standing Committee on Rail Transportation.

She serves on the University of Illinois at Springfield Masters in Public Administration Advisory Council.

Ann received her Bachelor of Arts degree from Augustana College Rock Island, Illinois and her Masters of Public Administration from the University of Illinois, Springfield. She has completed her coursework, all but dissertation, in the Doctorate of Public Administration program at the University of Illinois, Springfield.
Kent James
Professional Profile

Kent offers 25 years of global leadership experience with a niche focus on process and organizational excellence. Recognized as a progressive, decisive, and highly innovative change agent with the proven ability to challenge business norms and implement breakthrough initiatives. Possesses a unique command of hands-on expertise across strategic planning, technology, operations, and the ability to incorporate the latest thinking across methodologies and best practices to deliver operational excellence solutions.

Kent expertise in the development and implementation of progressive and innovative performance improvement solutions spans private sector, governmental entities, NPOs, and P3s.

**Education and Certifications:**

- Master of Business Administration
- Bachelor of Science – Computer Science
- Certified Lean Six Sigma Black Belt
- Certified Organizational Change Management
- Certified Project Management Professional (PMP- PMI)
- Certified Manager of Quality /Organizational Excellence (ASQ)
- Certified Quality Auditor (ASQ)
- Certified Six Sigma Professional Certificate in IT Benchmarking
- Certified Scrum Master (Agile)

**Recent Relevant Projects include:**

**Trade efficiency** - Program Manager Leading a 14 country trade efficiency study. The initiative included the identification of process optimization opportunities affecting the international movement of goods. Study included both private sector practices and governmental policies and processes.

**Inter-Agency Processes Optimization** – Led an initiative to improve processes related to the flow of funds and reimbursement rates between the Federal Highway Administration, a State Department of Transportation, and a local agency Department of Transportation.

**State Procurement Study** – Subject matter expert involved in the assessment of procurement processes, supporting organizational structures, and improvement opportunities across 102 state agencies impacting over $14B in annual expenditures.
Acceptance and Authorization

The terms and conditions of the Professional Services Agreement apply in full to the services provided under this Statement of Work.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

WILL COUNTY

Lawrence M. Walsh

Full name

Will County Executive

Title

Signature

ANN L. SCHNEIDER & ASSOCIATES LLC

Ann L. Schneider

Full name

President

Title

Signature

WILL COUNTY

Nancy Schultz Voots

Full name

Will County Clerk

Title

Signature
WILL COUNTY
COMMUNITY FRIENDLY FREIGHT
MOBILITY PLAN
RFQ
Request for Proposals

Will County is requesting proposals from qualified practitioners to assist in the development of the Will County Community Friendly Freight Mobility Plan. Will County, at their discretion, may award to one or multiple vendors. Respondents must be prequalified with the Illinois Department of Transportation to conduct transportation studies.

Proposals should clearly demonstrate the Respondent’s qualifications to perform the needed services. Proposals should include detailed resumes or curricula vitae for the principals performing the services. Copies of the solicitation and related information are available from Will County.

<table>
<thead>
<tr>
<th>Anticipated Proposal Timetable</th>
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</thead>
<tbody>
<tr>
<td>RFQ Release</td>
</tr>
<tr>
<td>Non-mandatory Pre-bid Conference</td>
</tr>
<tr>
<td>Deadline for Submitting Questions</td>
</tr>
<tr>
<td>Proposal Submission</td>
</tr>
<tr>
<td>Evaluation Committee</td>
</tr>
<tr>
<td>Notification</td>
</tr>
<tr>
<td>Completion of work</td>
</tr>
</tbody>
</table>

SUBMISSION AND CONTACT

The non-mandatory pre-bid conference will be held TBD at TBD. A teleconference number will be provided.

All respondents shall submit five (2) paper copies and one (1) PDF copy on CD or USB of their proposal to:

Bruce Gould  
Director of Transportation  
County Engineer  
Will County Division of Transportation  
16841 W. Laraway Rd.  
Joilet, Il. 60433

Proposals must be received by no later than 2:00 p.m., TBD. The RFQ number shall be on the outside of all submissions. Proposals may not be submitted through email, fax, or any other electronic methods.

LATE PROPOSALS

Any proposal received at the office designated in this RFQ after the exact time specified for receipt, will not be considered, and will be returned, unopened, to the sender, unless it is the only proposal received. Any modifications to a proposal will be subject to these same conditions. Proposals may be withdrawn by written notice at any time prior to award.
BACKGROUND

Will County Illinois is home to dynamic and growing freight oriented developments, which are also driving significant population growth in the region. The Will County region had previously experienced economic challenges as many former manufacturing facilities shuttered shop and moved out of the area or closed down completely. The relatively new focus on freight oriented development is the result of Will County's location and its multimodal transportation assets. These assets include the following:

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3. Three navigable waterways.

Population in Will County has exploded over the last 25 years making it the 4th largest County in Illinois behind Cook, DuPage and Lake and the 89th largest county in the nation. The population has increased over 90 percent since 1990 and 36 percent since 2000, and it now represents over 5.3% of Illinois’ population, up from 3.1 percent in 1990. The growth in population has been driven in part by the growing demand for a highly qualified workforce in the transportation, distribution and logistics sector of the economy.

Mirroring the growth in population, job growth in Will County totaled 76.5 percent between 1985 and 2011. According to the Bureau of Labor Statistics, transportation and logistics employment in Northeastern Illinois represents 8.1 percent of total employment in the region compared to a national average of 6.8 percent, emphasizing the fact that the region's growth depends heavily on its multimodal transportation assets and its growing transportation, distribution and logistics based economy.

The growth in freight oriented development must be balanced with the need to sustain existing and build additional livable communities. Community level planning involving the public and private sectors along with educators, is important to ensure that the economic opportunities created by freight oriented development is coupled with livability principles. This coordinated effort will ensure that transportation investments are made in congruence with smart growth ideals, such as providing access to good jobs, affordable housing, quality schools, and safer roads while preserving open spaces and the environment.
OBJECTIVES

The Will County Community Friendly Freight Mobility Plan will achieve the following high-level objectives:

1. Leverage Will County’s Long Range Transportation Plan.
2. Leverage the Will County Freight Advisory Council.
3. Integrated transit and freight transportation needs and plans.
4. Create a common voice across stakeholders.
5. Create a common needs measurement system.
6. Create a project ranking mechanism across freight and transit infrastructure, workforce, land use, and community to inform funding decisions.
7. ROI amplification through an integrated prioritization across freight, transit, land use, education, etc... leveraging interrelations.
8. Incorporate lessons learned from the past.
9. Reduce the need for truck freight movement onto neighborhood streets.

SCOPE OF WORK

Will County is tasked with creating a freight mobility plan for the County. The plan will ensure that proper planning and collaboration will provide the necessary transportation infrastructure to support a Community Friendly Freight Mobility Plan (Plan) by reducing the need for truck freight movements to divert onto neighborhood streets, improving the flow of freight through the County and supporting the growing freight oriented economy. A detailed scope is included in Attachment A. The Plan will include the following chapters:

1) Define and enhance the current state Will County Multimodal Freight Profile.
2) Develop a future state Will County Freight Profile across all modes.
3) Develop a freight oriented workforce development plan.
4) Develop a performance measures methodology that will be used to analyze the freight network, identify and prioritize infrastructure improvement projects and policies to enhance freight mobility.
5) Develop a web-based technology solution to support Chapters 1 through 4. (to be procured independently)

Will County will separately retain a Project Manager (PM) to oversee and guide the selected vendor in the development of the Plan.
DELIVERABLES

The Vendor is responsible for the following deliverables at a minimum:

1) Interim Progress Reports
2) Draft chapters
3) Final Plan
4) Education and Training Matrix
5) Performance Metrics Report/Matrix
6) Freight Infrastructure Improvement Program and methodology
7) Support for web-based applications and solutions developed pursuant that will be procured separately
8) Any other deliverables agreed to between the Will County and the selected vendor

All materials, reports, web based applications and data generated in preparation of this report will become the property of the Will County for its use and may be used to develop marketing and outreach materials.

PROPOSAL DOCUMENT ORGANIZATION

Proposals should demonstrate the Respondent’s qualifications to provide the scope of services, should be prepared simply and economically, and include the following arranged and identified by section. Please note that failure to submit all requirements may deem a proposal “nonresponsive.”

a) Title Page and Executive Summary - Briefly describe the key elements of your proposal. Describe how your company best meets Will County requirements and highlight any major features, functions or other areas that clearly differentiate your network service offerings from your competitors. The summary must be signed and dated by a principal and include the name and address of your firm and primary contact’s name, phone number, and email address. Please limit your response to two (2) pages.

b) Technical Response - Service Providers shall be able to demonstrate that they have adequate resources and expertise to provide the services contained in this RFQ. Include any assumptions made.

c) Qualifications / Resume - Provide an organizational chart describing all key personnel and for each person, provide their name, email, phone number and a brief bio including any special skills or experience that may enhance your ability to provide service to Will County. Identify any DBE subcontractors on the organizational chart.

d) References - Within this section, all providers must provide a minimum of three (3) references. Acceptable references are defined as any State, County or Local Government or other organizations similar in size and impact to Will County that the vendor has provided services to within the last three years. References should not only contain contact information, but also a brief overview of the services provided and any other noteworthy considerations

e) Certificate of Insurance
SELECTION AND EVALUATION

Will County in its sole discretion shall select the proposal which is most advantageous to Will County and the project stakeholders. In rendering this decision, the following evaluation criteria and process will be utilized as a general guideline:

**Stage 1:** Proposals will be reviewed for completeness and conformity to all Will County requirements. Proposals not substantially in compliance with such requirements will be identified and, at the sole discretion of Will County, may be eliminated from further consideration.

**Stage 2:** Proposals will be evaluated in detail and preliminarily ranked based on the evaluation criteria identified below. Proposals determined not to be responsive or qualified will be identified and, at the sole discretion of Will County, may be eliminated from further consideration. The evaluators may find it necessary to request additional information from the Proposers. All requests and responses shall be in writing. Will County may release a list of all selected finalist Proposers.

The proposals will be evaluated and ranked by a Selection Committee based on the evaluation factors in the chart below, with points awarded up to the maximum shown.

<table>
<thead>
<tr>
<th>Evaluation Factors</th>
<th>Points</th>
</tr>
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<tbody>
<tr>
<td>Technical Approach and Understanding of the Project</td>
<td>45</td>
</tr>
<tr>
<td>Technical Expertise - Qualifications, Credentials and Availability of the Key Personnel</td>
<td>55</td>
</tr>
<tr>
<td>Total Points</td>
<td>100</td>
</tr>
</tbody>
</table>

**Stage 3:** Will County may require that one or more selected Proposers conduct an onsite briefing and product demonstration for representatives of Will County and/or their agents for further evaluation. Proposers should be prepared to discuss their approach to the project, proposed data sources and analytical tools and any other information related to project delivery.

Will County will contact each short-listed Proposer to schedule a date, time, and location for the briefing. The tentative date for the briefings can be found in Section 3.3, Tentative Schedule. All pertinent information obtained from written proposals, clarifications, interviews, and on-site visits, along with references from past and current clients, will be considered.

The Proposer offering, in the opinion of Will County, the best evaluated proposal will be selected for negotiation of all necessary contract documents. Should such negotiations not be completed successfully within a reasonable time period, at the sole discretion of Will County, the County may undertake contract negotiations with one or more other Proposers. Will County reserves the right at any time to reject any and all proposals.
Once a mutually satisfactory contract has been negotiated with such Proposer finalist (or the next most highly ranked Proposer in the event a mutually agreeable contract cannot be negotiated with the initial Proposer finalist), Will County staff will prepare a recommendation for award of the necessary contract(s) to the preferred Proposer for consideration and approval by Will County in accordance with applicable laws. Should the County determine, at its sole discretion, to request further information from the Proposers via the selection committee regarding one or more of the proposals received, or to undertake additional evaluation activities or negotiations with respect to the preferred Proposer or any other respondent to the RFQ, such activities will be undertaken and a modified recommendation presented to Will County in accordance with such direction. The Board has the right to reject any and all proposals.

DISADVANTAGED BUSINESS ENTERPRISE

Will County, in accordance with Title VI of the Civil Rights Act of 1964, 42 USC 2000d - 2000d4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

Will County encourages small, minority, women, and service-disabled veteran owned businesses to compete for contracts, both as “Vendor” and as subcontractors. Will County, their vendors, suppliers and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran owned businesses have the opportunity to compete for and perform contract work for Will County in a nondiscriminatory environment.

The Disadvantaged Business Enterprise (“DBE”) participation shall be an integral component of the consultant selection procedure for this RFQ. Offerors shall submit with their proposals a DBE Participation Plan that identifies any DBE (defined in 49 CFR Part 26) that shall be participating in the Project. The plan shall include the name and address of the firm, a copy of the firm's current DBE Certification from any federal, state, or local government agency that certifies DBE ownership (See Appendix B). The DBE goal for this Project is 10%.

TYPE OF CONTRACT AND PERIOD OF PERFORMANCE

Will County intends to award a fixed price contract for each Bid Item under Section III Scope of Work. Period of performance shall commence as of the date of a fully executed contract. The Scope of Work is expected to be completed by March 31, 2017.
APPENDIX A – DETAILED SCOPE

As part of each Chapter, the vendor must develop and conduct a comprehensive public education strategy that includes identifying people and organizations that present risks to plan implementation and creating risk mitigation strategies that include opportunities for public involvement and input. Stakeholders in freight-related industries will be engaged through the WCFAC and the Will County Center for Economic Development. There will be interim reports required to the WCFAC and Will County to keep them apprised of progress and to solicit input at critical stages in the planning process.

Chapter 1 – Current State

1. The vendor will develop Current State understanding for freight mobility that will include legislative, regulatory and policies affecting the mobility of freight and livability in Will County. The components of this Chapter should include:
   a) Defining the Current State Will County Multimodal Freight Profile. Understanding how goods and commodities are moved into, out of, and through Will County today sheds light on transportation network fluidity and infrastructure issues that could be impediments to the reliable and cost-efficient movement of freight today and in the future.
   b) The vendor team will develop the Will County multimodal freight profile as it currently exists. The vendor will review and report previous work efforts that define modal freight movements in Will County including highway, rail, river, canals, intermodal and air cargo/parcel.
   c) The vendor will conduct focus group discussions, in-depth interviews and surveys with shippers, haulers, 3PLs, manufacturers, distributors and other key stakeholders in consultation with Will County, the Will County Freight Advisory Committee and the study steering committee. Based on the information gathered, the vendor will provide an analysis of the users of the Will County multimodal freight system and the demands currently placed on each freight modal element. System performance issues that are critical from users’ perspective should be identified, cataloged and reported in the Current State Chapter.
   d) The vendor will identify the County’s major industries and their uses and needs of the County’s multimodal freight transportation network.
   e) The vendor will identify key elements of shipper supply chains and the issues shippers encounter when moving raw materials and components to manufacturing and processing facilities and finished goods to markets.
   f) The vendor will identify and map geographic freight activity centers in the County using a data driven methodology.
   g) The vendor will define, identify and map freight corridors including first and last mile connectors that connect the freight activity centers to the freight transportation system based on the results of the stakeholders focus group discussions, in-depth interviews and surveys. This should include an analysis of regional freight movements, patterns, origins and destinations.
   h) The vendor will support recommendations for corridors, including first and last mile connectors, for MPO and State consideration as Critical Urban Freight Corridors as defined in the Fixing America’s Surface Transportation (FAST) Act and FHWA guidance documents.
   i) The vendor will prepare an analysis of the regional freight infrastructure including freight corridors, first and last mile connectors and terminal areas. Based on this analysis and additional quantitative
and qualitative methods, the vendor will identify, develop and prepare a freight needs analysis that includes current freight facility deficiencies and infrastructure gaps. The freight needs analysis must complement and support potential P3 financing and federal /State funding opportunities, such as programs available through the FAST Act.

j) The vendor will identify and develop a comparison of Will County to peer regions using employment, population, freight based measures and other vital data.

k) The vendor will catalog all local jurisdiction land use maps, analyze the maps using current market data and determine impacts of freight on existing land use.

l) The vendor will conduct an economic impact study to describe the economic benefits derived from the freight based economy to the general public who share transportation assets.

2. The vendor will develop a Strategic Plan for freight mobility that will include legislative, regulatory and policy recommendations to improve the mobility of freight and enhance livability in Will County. The components of the Community Friendly Freight Mobility Strategic Plan should include:

a) A guiding vision for Will County’s freight oriented development and economy developed in consultation with Will County and the Will County Freight Advisory Committee;

b) An action plan that can be implemented to achieve the guiding vision;

c) An analysis of future freight mobility conditions and trends that identifies issues and recommends strategies to strengthen the system, improve freight fluidity and community livability and mitigate concerns.

d) Recommendations to improve the contribution of the freight transportation system to economic efficiency, productivity, and competitiveness of the region based on stakeholder and public input.

e) Recommendations to improve freight safety and security.

f) Recommendations to reduce negative environmental and community impacts of freight movement.

Chapter 2 – Future State

Develop a Future State Will County Freight Profile across all modes. The components of this Chapter should include:

1. The vendor will develop a Strategic Plan for freight mobility that will include legislative, regulatory and policy recommendations to improve the mobility of freight and enhance livability in Will County. The components of the Community Friendly Freight Mobility Strategic Plan should include:

a) A guiding vision for Will County’s freight oriented development and economy developed in consultation with Will County and the Will County Freight Advisory Committee;

b) An action plan that can be implemented to achieve the guiding vision;

c) An analysis of future freight mobility conditions and trends that identifies issues and recommends strategies to strengthen the system, improve freight fluidity and community livability and mitigate concerns.

d) Recommendations to improve the contribution of the freight transportation system to economic efficiency, productivity, and competitiveness of the region based on stakeholder and public input.

e) Recommendations to improve freight safety and security.

f) Recommendations to reduce negative environmental and community impacts of freight movement.

2. The vendor will identify multimodal infrastructure improvement projects critical to regional and national freight mobility based on the needs analysis in Chapter 1. The vendor will develop a data-driven methodology for prioritizing and scheduling identified infrastructure improvement projects in consultation with the Steering Committee and the WCFAC. The prioritization methodology will incorporate measures consistent with smart growth principles and should address community livability needs. The vendor will also prepare a funding and financing matrix that includes options for completing each identified project. At a minimum this includes:

a) Identifying freight projects that can reasonably be funded and will offer improved freight connectivity and access throughout the region.

b) Identifying Public Sector funding and financing sources (Federal, State), innovative project funding/financing opportunities and potential public private partnerships.

c) Promoting consistency and continuity between freight transportation investments, evaluating long term impacts to prevent conflicts and mitigate the risk of unintended consequences/impacts.
d) Consideration should be given to railway-highway grade separations, grade crossing consolidation/closures, improvements to interchanges, truck parking facilities, improvements to freight intermodal connectors, relocation/consolidation of ports of entry, and improvements to truck bottlenecks.

3. The Vendor will develop a turn-key multi-year multimodal Freight Infrastructure Improvement Program (FIIP). The FIIP will include a 1 year, 5 year and 10 year program. The plan will include:
   a) Quick action freight projects/policies that can immediately improve freight movement.
   b) Develop and maintain portfolio management framework that will propose a methodology for plan updates, a process for adding, changing or deleting projects and a methodology for measuring and reporting performance.
   c) Develop a requirements management plan that defines requirements for project inclusion and a data driven approach to updating project requirements.
   d) Identify and make suggestions on innovative technologies and operational strategies, including intelligent transportation systems (ITS), that improve the safety and efficiency of freight movement in Will County.
   e) Identify and make suggestions on solutions that separate day-to-day commuting traffic from freight movements including an evaluation of truck only lanes.
   f) Identify and make suggestions to isolate freight movements from school zones, residential areas, parks and commercial/retail activity.

4. Vendor will contribute data from 1, 2, and 3 above as input for the Technology provider’s web based map that will provide an interactive interface into projects, performance measures and other relevant project data. (Note: The Technology development effort will be procured separately)

Chapter 3 – Performance Measurement

1. The vendor will develop a performance measures methodology that will be used to analyze the freight network, identify and prioritize infrastructure improvement projects and policies to enhance freight mobility. Community friendly performance measures will be developed in conjunction with freight performance measures for use in project and policy identification, prioritization and reporting. In developing performance measures, the vendor must ensure consistency with federal rules and Notice of Proposed rulemakings to ensure consistency with federal requirements. The vendor will collaborate with Will County and the WCFAC in the development of performance measures to be used to update the FIIP, report on system performance and measure effectiveness of the Plan

Chapter 4 - Workforce Development

1. The vendor will work with Will County and the WCFAC steering committee to create a Freight Oriented Workforce Development Plan
   a) The vendor will analyze the current freight oriented workforce and determine future workforce needs through focus group meetings, in-depth interviews and surveys. Employee categories
should include managerial employees, technical employees, laborers and other transportation/distribution/logistics related employees.

b) The vendor will identify gaps in the workforce and in training for future needs. Based on the gaps identified the vendor will engage Will County education providers to develop training programs, curriculum and other education opportunities to fill the gaps. The vendor will work with secondary education, vocational education, community college and university stakeholders in plan development. The vendor will provide an education/training matrix in the final report.

c) The vendor will recommend performance metrics that can be updated regularly to measure the performance and progress of the Freight Workforce Development Plan.

Chapter 5 – Technology Solution (to be procured separately)

1. The Technology Vendor will collaborate with the Vendor providing Chapters 1, 2, and 3 to develop a technology solution, which will:
   a) The vendor will develop an interactive web-based map that will provide an interactive interface into projects, performance measures and other relevant project data.
   b) The vendor will develop an interactive web-based freight route map that includes any route restrictions, weight/size limitations, closed grade crossings and geometric challenges.
## APPENDIX B - SAMPLE DBE PARTICIPATION PLAN

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<tr>
<th>DBE SUBCONTRACTOR</th>
<th>PERCENTAGE OF CONTRACT</th>
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