



VILLAGE OF BENSENVILLE

Request for Qualifications
Establishment of
Short-Lists
for
Civil Engineering Services

Question & Answer Session:	10:00 A.M., October 5, 2017 Board Room, Bensenville Village Hall 12 S. Center Street, Bensenville
Qualifications Due:	3:00 P.M., October 19, 2017 Public Works Building 717 E. Jefferson Street, Bensenville

Obtain information from and submit proposals to:

Joseph M. Caracci, P.E.
Director of Public Works
Village of Bensenville
717 E. Jefferson Street
Bensenville, Illinois 60106
(630) 350-3435

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September 21, 2017

Dear Consultant:

The Village of Bensenville Public Works Department will accept sealed Statements of Qualifications until 3:00 P.M., Central Standard Time, **October 19, 2017** for the purpose of establishing new short-lists of firms for Civil Engineering Services. A non-mandatory question and answer session will be held at 10:00 A.M. on October 5, 2017, in the Village Hall Board Room. The short-lists will be utilized as part of the VILLAGE's consultant selection process for professional services.

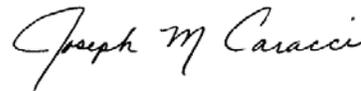
The VILLAGE will be establishing short-lists for the General Civil Engineering Services, the categories of various projects are as follows: Design Engineering (Roadway, Watermain, Streetlights, etc), Wastewater Related Improvements, Stormwater Engineering, and Resident Engineering. The Village intends to select a minimum of three firms for the short-list for each category of services. Eligibility for the short lists will span minimum of three years, subject to VILLAGE satisfaction with the ENGINEER'S performance. Engineering firms can submit Statements of Qualifications for any single category or combination of, or all of, the four lists that they are qualified for. **Those firms submitting SOQ for multiple categories should rank their strength in categories from 1 to 4 (1 being strong suit). Once a rank is assigned to a category, the same rank cannot be used for remaining categories.**

Any Statements of Qualifications submitted MUST be signed by an individual authorized to bind the offer. All submittals without such signature will be deemed non-responsive, and will not be acceptable. Specific instructions and evaluation criteria are enclosed.

We welcome your submittal.

Sincerely,

Village of Bensenville

A handwritten signature in cursive script that reads "Joseph M. Caracci".

Joseph M. Caracci, P.E.
Director of Public Works

GENERAL PROVISIONS

DEFINITIONS

The term "VILLAGE" whenever used in the specifications shall be construed to mean the Village of Bensenville, DuPage County, Illinois.

The term "ENGINEER" whenever used in the specifications shall be construed to mean the firm making a submittal to the Village of Bensenville.

RFQ is an abbreviation for Request for Qualifications.

PREPARATION AND SUBMISSION OF STATEMENT OF QUALIFICATIONS

The Statement of Qualifications Form must be signed by an authorized agent of the ENGINEER. If the ENGINEER is a corporation, the corporate seal must be affixed. If the firm is a partnership, all partners shall execute the Proposal, unless one partner has been authorized to sign for the partnership.

One (1) original and four (4) hard copies of each submittal are required. One electronic copy of the entire submittal shall be submitted on a flash drive. Each shall be appropriately marked in accordance with the title of the submittal. Submittals must be delivered to the Director of Public Works, Public Works Building, 717 E. Jefferson Street, Bensenville, Illinois 60106 by the specified due date and time. Should you utilize an express delivery service, please note that the Public Works Building is not part of the Village Hall. Submittals will not be accepted by email or facsimile machine. Submittals arriving after the specified date and time will not be accepted. Mailed submittals arriving after the specified date and time, regardless of post marked date and time on the envelope, will be returned unopened. Offerors are responsible for ensuring that their submittals are received by the Public Works Department before the deadline.

Each Short-List Submittal package should include the following:

1. the CONSULTANT EVALUATION FORM,
2. the ENGINEER's **Statement of Qualifications** consisting of the following:
 - a) Copy of the ENGINEER's current Illinois Department of Transportation "Statement of Experience and Financial Condition" Prequalification,
 - b) Summary of Current municipal projects within the last five (5) years demonstrating the ENGINEER's qualifications for all aspects of work in the category, and **(Project summary should be limited to one page per project for a maximum total of ten (10) projects per firm)**
 - c) Qualifications of the ENGINEER's staff to perform the services in the category.
3. the STATEMENT OF QUALIFICATIONS FORM.

CONDITIONS

ENGINEERS are advised to become familiar with all conditions, instructions, and specifications governing this submittal. Failure to make such an inspection shall not excuse the ENGINEER from performance of the duties and obligations imposed under the terms of any contract awarded as a result of the VILLAGE utilizing the short-lists. Failure to have read all the conditions, instructions and specifications of the contract shall not be cause to alter any resulting contracts that may result from the use of the short-lists established by this process.

WITHDRAWAL OF SUBMITTAL

Submittals may be withdrawn or canceled at any time prior to the due date and time by signing a request therefore.

CONSIDERATION OF SUBMITTALS

No submittal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the VILLAGE upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said VILLAGE, or that has failed to perform faithfully any previous contract with the VILLAGE. The VILLAGE shall accept the submittals that are in the best interest of the VILLAGE to accept. The selection criteria are outlined in the Special Provisions. The ENGINEER, if requested, must present within ten (10) working days, evidence satisfactory to the Director of Public Works of its ability and possession of necessary facilities, financial resources, and adequate insurance to comply with the terms of these specifications and documents. The Director of Public Works or his designated agent shall represent and act for the VILLAGE in all matters pertaining to this Request for Qualifications and any contracts in conjunction therewith. The VILLAGE reserves the right to accept or reject any and all submittals or to waive technicalities and to disregard any informality on the submittal, when in its opinion the best interest of the VILLAGE will be served by such actions.

DISQUALIFICATION OF SUBMITTALS

The following will be cause for disqualification of submittals:

- a. ENGINEER is prohibited by local, State or Federal law from entering into public contracts;
- b. Failure to offer to meet specified delivery or performance schedules;
- c. Rights of the VILLAGE limited under any contract clause;
- d. Reasonable basis to suspect either conflict of interest or collusion among firm(s);
- e. ENGINEER fails to submit required information, literature, or affidavits with Submittal;
- f. Failure to complete the submittal in conformance to the required format;
- g. Failure of any authorized person to sign Submittal; and;
- h. Late delivery of submittal.

BID RIGGING

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

Prior to execution of a contract, the selected ENGINEER will be required to submit certification attesting to compliance with 720 ILCS 5/33E-1 et seq.

RELATIONSHIP BETWEEN ENGINEER AND VILLAGE

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

ENGINEER shall serve as the VILLAGE'S consultant. This relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. The ENGINEER shall render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. The ENGINEER shall strive to conduct services under this contract in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this contract. Each party shall designate one person to act with authority in its behalf. The person designated shall review and respond promptly to communications received from the other party.

DELIVERY AND REUSE OF DOCUMENTS

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

All drawings, specifications, reports, and any other project documents prepared by the ENGINEER in connection with any or all of the services furnished thereunder shall be delivered to the VILLAGE for the express use of the VILLAGE. The ENGINEER does have the right to retain original documents, but shall cause to be delivered to the VILLAGE such quality of documents so as to assure complete reproducibility of the documents delivered. In particular the VILLAGE may request, at no additional cost, the delivery of additional sets of drawings or documents if the ENGINEER fails to deliver a fully reproducible document. It is understood that the documents produced by the ENGINEER for this contract are intended for VILLAGE use only. Any reuse, without specific written verification by the ENGINEER, shall be at the VILLAGE'S own risk.

SUBLETTING OF CONTRACT

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The ENGINEER may sublet portions of the work. Sub-consultants shall conform, in all respects, to the applicable provisions specified for the ENGINEER and shall further be subject to approval by the VILLAGE prior to the performance of any work by the sub-consultant. Rejection of a particular

sub-consultant shall not be cause to alter the original contract or to request additional compensation. The ENGINEER shall identify all proposed sub-consultants who will furnish services under the terms of the RFP. The work to be done by the sub-consultant shall be outlined in detail in the proposal submitted by the ENGINEER. The qualifications of the proposed sub-consultant shall be submitted with the proposal, in the same format and basic requirements as required of the ENGINEER. At all times the ENGINEER shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the ENGINEER.

CONTRACT AMOUNT AND PRICES

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

Unit prices shall be shown for each unit itemized within any submitted Proposals. Other available services/staff may be included as a separate work effort unless otherwise stated in the Proposal. A listing of reimbursable expenses and the applicable unit prices or price range shall be included in the proposal. Unless specifically agreed to by the VILLAGE, the following expenses will not be allowed: charges for items that are considered a normal cost of doing business or are considered a normal feature in an office, for example, charges for sending or receiving facsimiles; CADD or computer charges; telephone, pager or other telecommunication charges (except long distance phone charges when directly related to the project); copies or reproductions for the internal use of the ENGINEER (copies or reproductions for external use, i.e. submittals to the VILLAGE or other governing agencies, are allowable as reimbursable expenses.)

For the ENGINEER'S services described in the contract documents, the VILLAGE agrees to pay and the ENGINEER agrees to accept a fee based on the fee structure negotiated for engineering services contained in the Proposal. Fees, including expenses, are not to exceed the negotiated amount as approved by the VILLAGE.

INVOICING AND PAYMENT

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

Any contracts that may result from the utilization of the established short-lists are for the delivery of professional services. The negotiated total contract amount is a not-to-exceed amount. The ENGINEER shall submit invoices in duplicate. **Invoices will cover the work performed from the first of each month to the end of that specific month. Only one invoice shall be submitted per month. An invoice must be submitted for work done through December 31st. This is the end of the Village's fiscal year.** Statements shall include a detailed breakdown of all charges incurred. The invoice shall detail personnel name, title, rate of pay; hours charged and task performed. **If personnel worked on more than one task during the invoice period, each task shall be identified with the corresponding hours charged.** All direct costs shall be itemized consistent with the various categories stated within the Proposal. Multipliers shall be clearly indicated and applied to total man-hours summated for the period. Invoices shall be based on actual hours of performance. A sample invoice is available for review.

Invoices shall be accompanied by monthly progress reports. Invoices submitted without a progress report will be considered incomplete and will not be **processed for payment**. The progress report

shall include rates of completion for all tasks scoped, rates of completion for all deliverable products, updated delivery dates, work performed in the current period, work anticipated to be performed in the next period and information or deliverables that the ENGINEER is waiting for. The following five items shall be clearly addressed in each monthly report:

- 1) Work performed in the period covered by the invoice.
- 2) Work to be performed in the next period.
- 3) Deliverables and due dates, particularly noting items due in the next period (updated schedule).
- 4) Items that the Engineer is waiting for from the Village or other agencies.
- 5) A summary or statement discussing the financial status of the contract – is the project under, on, or over budget. If over budget, identify why and whether or not a contract amendment would be needed.

The VILLAGE agrees to make payments and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act. The VILLAGE shall withhold five (5) percent of the total contract payment, excluding direct costs, pending the satisfactory completion of the project, submission of final reports and presentation of the defined deliverable products. Sub-consultant costs are not considered direct costs for purposes of calculating the withheld amount. Should overruns for any of the items within the Proposal become evident due to unforeseen circumstances beyond the ENGINEER's control, the ENGINEER shall notify the VILLAGE immediately and no further work shall be done by the ENGINEER until authorization to proceed in writing has been received from the VILLAGE.

CHANGES

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The VILLAGE reserves the right by written amendment to make changes in requirements, amount of work, or time schedule. The ENGINEER and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

SUSPENSION OF SERVICES

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The VILLAGE may, at any time, by written order to the ENGINEER require the ENGINEER to stop all, or any part, of the services required by this contract. Upon receipt of such an order the ENGINEER shall immediately comply with its terms and take all steps to minimize the incurrence of costs allocable to the services covered by the order. The VILLAGE will pay for costs associated with suspension provided the VILLAGE deems them reasonable.

TERMINATION OF CONTRACT

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The VILLAGE reserves the right to terminate the whole or any part of any contract awarded based on the use of these short-lists, upon ten (10) calendar days written notice to the ENGINEER. The VILLAGE further reserves the right to cancel the whole or any part of the contract if the ENGINEER fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The ENGINEER will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the VILLAGE, fires or floods.

Upon such termination, the ENGINEER shall cause to be delivered to the VILLAGE all surveys, reports, permits, agreements, calculations, drawings, specifications, partially and completed estimates and data, as well as products of computer aided drafting, design and writing that have been paid for by the VILLAGE. Costs of termination incurred by the ENGINEER before the termination date will be reimbursed by the VILLAGE only, if prior to the effective termination date, the VILLAGE receives from the ENGINEER a list of actions necessary to accomplish termination and the VILLAGE agrees in writing that those actions be taken. Upon receipt of the termination notice the ENGINEER shall stop all work until said agreement is reached.

INSURANCE

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

- (A) During the term of the contract, the ENGINEER shall provide the following types of insurance in not less than the specified amounts:
1. Comprehensive General Liability - \$1,000,000.00 per occurrence;
 2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any ENGINEER owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
 3. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation');
 4. Umbrella Coverage - \$2,000,000.00 (this shall apply to General Liability, Auto Liability and Professional Liability, except if the amount for Professional Liability exceeds these combined limits, then Umbrella Coverage does not need to apply to Professional Liability); and
 5. Professional Liability - \$1,000,000.00.
- (B) The ENGINEER shall furnish to the VILLAGE satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the VILLAGE. Said certificates shall contain a clause to the effect that, for the

duration of the contract, the insurance policy shall be canceled, expire or changed so as to the amount of coverage only after written notification 30 days in advance to the VILLAGE. In addition, said certificates shall list the VILLAGE and its officers, agents and employees as additional insureds on all required insurance policies except the policy for professional liability.

- (C) The ENGINEER shall require sub-consultants, if any, not protected under the ENGINEER'S policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the ENGINEER.

INDEMNIFICATION

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The ENGINEER shall indemnify, defend and save harmless the VILLAGE, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of negligent act or omission or any willful misconduct of said ENGINEER, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The ENGINEER shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

COMPLIANCE WITH LAWS

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The ENGINEER shall, at all times, observe and comply with all laws, ordinances and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of proposals or the performance of the contract.

COMPLIANCE WITH OSHA STANDARDS

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The ENGINEER shall comply with all applicable requirements and standards as specified by the Occupational Safety and Health Act for duration of the contract.

PERMITS AND LICENSES

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The ENGINEER shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or are required by municipal, state, and federal regulations and laws.

TAXES

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The VILLAGE is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the VILLAGE. A copy of the VILLAGE tax-exempt letter will be provided to the successful ENGINEER when requested.

NON-DISCRIMINATION

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

- a. ENGINEER shall, as a party to a public contract:
 1. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 2. By submission of this Proposal, the ENGINEER certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2000 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.
- b. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. ENGINEER shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2000 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

FORCE MAJEURE

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The VILLAGE shall not be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of other governmental agencies.

VENUE

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

SPECIAL PROVISIONS

DESCRIPTION OF SHORT-LISTS

The VILLAGE will be establishing short-lists of a desired minimum of three qualified firms each for the following categories of work:

Design Engineering: This category includes preliminary and final design phase services for roadway improvements including but not limited to reconstruction, grind and overlay projects and other miscellaneous related projects such as parking lots. The resulting construction documents shall be in a format based on the requirements of the funding source for construction. The work may include, or consist of, modifications to existing underground utilities or construction of new facilities such as storm sewers, sanitary sewers, water mains and all related appurtenances. The analysis, design and preparation of construction documents for traffic signals (including intersection design studies), pedestrian crossing signals and street lighting is included in this category. This category also includes storm water and sanitary sewer modeling and analysis, storm water retention / detention facilities analysis and design, SCADA, pump station related work (analysis, modeling and design related services for storm water, sanitary sewer and water distribution pump stations including modifications to existing facilities, design of replacement facilities or entirely new facilities) and water distribution system related work. A strong experience with successful acquisition of STP, CMAQ, ITEP, RTA, CDBG and other related grants required.

Wastewater Related Improvements: This category includes preliminary and final design phase services for wastewater related improvements. The work may include, or consist of, lift station analysis, sanitary sewer evaluation study, modifications to existing facilities, analysis and design of new/better systems, CMOM (Capacity, Management, Operation and Maintenance) Programs, wastewater-pumping stations and all appurtenances. A strong relationship and experience with IEPA and successful acquisition of IEPA and other related grants required.

Stormwater Engineering: This category includes the performance of professional engineering services associated with new developments and shall include preliminary and final plan reviews, special studies upon the request of the Village, as-built reviews, and letter of credit reductions,. Responsibilities include, but are not limited to, engineering reviews, field inspections and evaluations, in accordance with the DuPage County Countywide Stormwater and Floodplain Ordinance, latest edition. This category also includes storm water and analysis, storm water retention / detention facilities analysis and design, pump station related work (analysis, modeling and design related services for storm water).

Resident Engineering: This category consists of construction related engineering (IDOT phase 3) services including, but not limited to; resident engineering, construction staking, construction inspection / observation, documentation of quantities, material inspections and preparation of record drawings. The types of construction projects are similar to the types of projects described in the other short-list categories. Construction funding sources typically include STP, MFT, CDBG and local funds. Individual projects may utilize a variety of funding sources.

Statements of Qualifications for each category should clearly demonstrate the expertise, qualifications and capabilities of the ENGINEER to provide the services included in each category.

The ENGINEER'S qualifications should also address the various funding mechanisms typically utilized by the VILLAGE (i.e. local funds, Motor Fuel Tax, federal funds (STP projects) and various grants (CDBG, CMAQ, DNR, etc.)

CLARIFICATION OF DOCUMENTS

Any ENGINEER in doubt as to the true meaning of any part of the RFQ documents may attend a question and answer session, which will be held at 10:00 A.M. on **October 5, 2017** in the Board Room, Bensenville Village Hall, 12 S. Center Street, Bensenville. Please reserve all questions regarding the submittal for the meeting. **Personal visits to the any Village offices are prohibited.**

In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the specifications initiated by the VILLAGE, the VILLAGE will post the addendum on the Village website by 3:00 P.M on October 6, 2017. A copy will also be available to the public. ENGINEERS will provide written acknowledgment of receipt of each addendum issued with their submittals. Oral explanations will not be binding. No clarifications, interpretations or addenda shall be issued within three (3) working days of the submittal due date.

CONFLICT OF INTEREST

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The ENGINEER agrees to not perform professional services during the term of the contract for any person, firm or corporation, for any project or work that may be subject to the VILLAGE'S review/inspection, to occur or occurring within the corporate limits of the VILLAGE, or contiguous to the corporate limits of the VILLAGE, without notification to the VILLAGE prior to rendering services. The ENGINEER agrees to provide the VILLAGE with written notification whenever the services provided under this agreement shall require the ENGINEER to review or inspect work performed by any other firm or corporation for whom the ENGINEER is or has within the previous twelve (12) months provided professional services, or with which any of the ENGINEER'S owners, partners or principals have a financial interest. The ENGINEER agrees to provide written notification to the VILLAGE whenever the ENGINEER, or any other firm or corporation with which any of the ENGINEER'S owners, partners or principals have a financial interest, performs services or work that may be subject to the VILLAGE'S review/inspection, or is contiguous to the corporate limits of the VILLAGE. The VILLAGE may at its discretion disqualify the ENGINEER from participation as a representative of the VILLAGE in such projects or in projects potentially impacted.

TIME

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The contract period shall be as indicated within each RFP. The articles of the contract shall remain in effect for a period of not less than ninety (90) days after the delivery of the final product. The ENGINEER agrees to begin work when requested by the VILLAGE and to complete all work stated

in the scope of services within the project schedule.

It is the intent of the VILLAGE to utilize the short-lists for three years. The VILLAGE will periodically review the performance of the short-listed ENGINEERS. ENGINEERS that fail to provide satisfactory service to the VILLAGE may be removed from the short-lists and disqualified from future work for the VILLAGE.

DELIVERABLE PRODUCTS

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The ENGINEER shall provide all deliverable products to the VILLAGE for approval and dissemination. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the VILLAGE unless otherwise specified in the negotiated agreement. Deliverable products shall be provided in the following electronic formats, in addition to a printed copy. All reports and related information shall be compatible with the *Microsoft Office, latest edition* suite of software products by Microsoft Corporation (Word, Excel, Access and Powerpoint). All CADD related information shall be compatible with *AutoCAD Civil 3D 2011 and AutoCAD Raster Design 2011* by Autodesk Corporation. Other software formats are not acceptable unless specifically agreed to by the VILLAGE. Retainage will not be paid until all deliverable products are found to be acceptable.

SUBMITTAL FORMAT

The Submittal shall be as concise as possible. Excessive promotional information will only detract from the total presentation. The Submittal should clearly identify the ENGINEER'S ability concerning services. The name of the firm and the location of the office that will have responsibility for the contract are required. The name, address and phone number of a contact person responsible for and knowledgeable of the proposal is required. Any and all sub-consultants shall be clearly indicated in the submittal and their qualifications included as part of the submittal.

The Submittal must include the required tables listed within the instructions. Each Submittal must include an executed original copy of the Statement of Qualifications Form. Copies of the Statement of Qualifications Form should be included in each copy of the RFQ. Any ENGINEER submitting for **any** short list must complete one (1) Consultant Evaluation Form per firm.

EVALUATION OF SUBMITTALS

ENGINEERS are to provide written submittals that present their qualifications and understanding of the short-list category. ENGINEERS will need to address each of the evaluation criteria carefully and thoroughly, as the evaluation of all submittals will be based upon a head-to-head comparison.

Selections will be made on the basis of the qualifications of the firms as presented in the written submittals. Interviews are not required as part of the submittal, but may be requested at the discretion of the VILLAGE to further clarify a firm's qualifications.

SELECTION PROCEDURE

A selection committee of up to four (4) people will evaluate each submittal based upon how well the SOQ information addresses the evaluation criteria. Each criterion in the evaluation will be ranked upon a scale of 1 to 10. Each numerical ranking will be multiplied by the weighted value presented in each RFQ. Values will then be tallied and firms ranked accordingly.

DISPOSITION OF SUBMITTALS

Submittals become the property of the VILLAGE, are treated as privileged documents, and are disposed of according to VILLAGE policies including the right to reject all submittals.

SHORT-LIST DETERMINATION AND SELECTION SCHEDULE

Depending on the number of qualified firms making submittals, each short-list will consist of a minimum of three firms. These firms are then eligible to submit proposals for engineering services during the next three years.

The schedule for the selection of the Short-Listed firms for all categories will be as follows:

Request for Qualifications issued:	Thursday, 9/21/2017
Question & Answer Session:	Thursday, 10/5/2017
SOQ due:	Thursday, 10/19/2017
Selection Committee Review & Recommendations	
Design Engineering:	11/21/2017
Wastewater Improvements:	11/21/2017
Stormwater Engineering:	11/21/2017
Resident Engineering:	11/21/2017
Short-List Consultants notified:	
Design Engineering:	11/14/2017
Wastewater Improvements:	11/14/2017
Stormwater Engineering:	11/14/2017
Resident Engineering:	11/14/2017
Remaining (Unselected) Firms notified:	
Design Engineering:	11/14/2017
Wastewater Improvements:	11/14/2017
Stormwater Engineering:	11/14/2017
Resident Engineering:	11/14/2017

STATEMENT OF QUALIFICATIONS FORMAT

The SOQ must be binded document. It shall be limited to maximum of fifty (50) pages (double

sided) in color ink regardless of how many categories the ENGINEER is submitting for. It must be single spaced with a minimum font size of twelve (12) in Times New Roman style. Forms required by the Village such as Consultant Evaluation Form and Statement of Qualification Form are excluded from the fifty (50) pages requirement.

EVALUATION OF SOQ

A selection committee made up of four (4) people members will review Statements of Qualifications. Each SOQ will be rated and evaluated, applying the “Evaluation Criteria and Weighting” described below. The SOQ should address the ENGINEER’s qualifications and ability to perform the types of services identified in the description of the Short-List.

EVALUATION CRITERIA AND WEIGHTING

A) Statement of Qualifications (SOQ)

Criteria: Has the ENGINEER clearly followed the SOQ instructions? Has the ENGINEER included a copy of his current IDOT Prequalification? Is the ENGINEER prequalified by IDOT for the work included in this category? Is the SOQ clear, concise, complete and devoid of excess promotional material? If the ENGINEER has identified areas in which he is lacking expertise, does the weakness affect a major component of the category?

B) Similar Project Experience

Criteria: Are similar and current projects (within the last 5 years) included to document the ENGINEER’S qualifications? Is the scope detailed and comprehensive with clearly identified tasks? Are innovative, cost effective approaches included?

C) Current Team Members

Criteria: Are individual staff members identified to document that the ENGINEER has the appropriate staff to perform the work? Does the ENGINEER have appropriate management and support staff with the requisite experience for work in this category? Locally available staff? Are the staff identified in the SOQ the same staff that performed the work on the projects submitted as references? Is the scope consistent with the teaming and staffing levels?

D) Client Evaluations

Criteria: Has the ENGINEER submitted letters from clients stating “job well done”? Do references confirm a "job well done" for similar and current (last 5 years) projects submitted? Are references current, accessible, did they work directly with the ENGINEER’s PM and project team?

E) Criteria and Weighting

Criteria	Weight
Statement of Qualifications	10
Similar Project Experience	40
Current Team Members	40
Client Evaluations	10
Total Maximum Points	1,000

Submittals are rated on a scale of 1 to 10 for each criteria, multiplied by the weighting factor, and summed to determine the total points.

INSTRUCTIONS REGARDING THE CONSULTANT EVALUATION FORM
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Form of Contract

Instructions: Check the box corresponding to the conditions of the form of contract. All objections or revisions must be stated. Proposed revisions will not be considered unless stated.

Strong objection by the ENGINEER to the contract provisions may be grounds for the VILLAGE to disqualify an ENGINEER from consideration for engineering services. However, the VILLAGE will consider modifications to contract language if deemed to be in the VILLAGE'S best interest.

Insurance

Instructions: Include a copy of the firm's Insurance Certificate of Coverage. If current insurance does not meet the limits per the Insurance paragraph of the General Provisions please detail the time frame to obtain the necessary coverage.

Litigation

Instructions: List any lawsuits filed against the firm, concerning any services rendered from January 1, 2012, to the present. Include case name, case number, court in which case was heard or filed, basis of lawsuit and outcome.

Sample

1.	Case Name	Naat Mi Fault vs. Hugh R. Charged, Ltd.
	Case #	05-345-67
	Court	21st Judicial Circuit, Hon Bea Cause Presiding
	Basis	Improper design resulting in localized flooding of park
	Outcome	Pending

INSTRUCTIONS REGARDING THE STATEMENT OF QUALIFICATIONS FORM
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Staffing

Instructions: Prepare a staffing form in a clear, concise and complete manner. Include all proposed staff. In the first column include the name and title of the proposed staff member. In the second column include the number of years of overall experience and the years with the firm. In the third column please indicate relevant project duties and responsibilities. Experience with IDOT District One or municipal clients is preferred. Include resumes if additional pertinent experience needs to be identified.

The VILLAGE is basing the selection of ENGINEERS in part on the proposed staff. ENGINEERS selected for a short list shall promptly notify the VILLAGE of changes in staff that affect the ENGINEER'S qualifications. This includes, but is not limited to, staff identified in the statement of qualifications. The VILLAGE expects the ENGINEER to utilize the identified staff in subsequent project proposals. For any contracts that may result, failure to utilize the staff identified in the applicable proposal may be grounds for the VILLAGE to terminate any agreements with the ENGINEER.

Sample

Name/Registration/ Title	Years of Exp./ @Firm	IDOT/Municipal Project Experience
Dewitt All, P.E./ Project Manager	16/8	Village of Bensenville, Special Assessment 405, Street Improvements, Pavement, Water main, Storm and Sanitary Sewer. Served as Project Manager. Managed in-house staff and three sub-consultants. Addressed Village concerns regarding storm water management issues.
D. L. Bert, P.E./ Senior Civil Engineer	8/2	Extensive roadway design experience particularly familiar with STP project requirements. Several IDOT, District 1 reconstruction projects Design of First and Third Street reconstruction in Bensenville.
Anne Nuther, E.I. / Civil Engineer	3/3	Village of Bensenville, Special Assessment 405, Street Improvements, Phase III construction observation: Performed day-to-day observation and documentation for residential subdivision reconstruction.

Experience

Instructions: Submit firm project experience in the format that follows. In row one include the name of the project and the name of client. In row two prepare a brief but comprehensive description of the scope of services provided. Include the phases the services covered (I, II, III) and funding sources used on the project. A point of contact and telephone number must be included. Use only IDOT (District One) or municipal projects under contract from January 1, 2012, to the present. Do not use projects prior to 2012. In row three indicate the staff assigned to the project. In row four indicate the actual or estimated cost of construction, year of construction (if applicable) and the firm's fee. Include any pertinent data to supplement the required information such as how the experience is relative to the target project.

Sample

Project / Client	First Street Reconstruction / Village of Bensenville
Scope of Work / (Contractor) / Client POC	Complete reconstruction of two miles of residential streets. Included drainage structure replacement and subbase and subgrade evaluation. Phase II & III / E. Z. N. Cheep Construction, Addison, IL / Bob Katt, Civil Engineer (630) 620-6502
Project Team	Manny Hats, P.E. - Project Manager, Max Moment, E.I. - Design Engineer, Justin Stalled – Resident Engineer,
Construction Cost / Fee / Year	\$320,000 / \$65,000 / 2008

CONSULTANT EVALUATION FORM

(Complete one for each Short-List submittal)

Form of Contract

- The Form of Contract, as presented in the RFQ is acceptable and no modifications will be necessary.
- The Form of Contract, as presented in the RFQ is generally acceptable, but minor revisions will be necessary. A list of all proposed revisions is attached.
- Major modifications must be made to the Form of Contract before a contract can be signed. A list all proposed revisions is attached.

Insurance: Attach Certificate of Insurance to this page.

Litigation: Attach a table corresponding to the sample in the instructions.

STATEMENT OF QUALIFICATIONS FORM

(Complete one form per short list)

This Statement of Qualifications submittal is for (if submitting for one category please check the appropriate box; if submitting for multiple categories, please list the rank for each of the categories from 1 to 4):

- Design Engineering
- Wastewater Improvements
- Stormwater Engineering
- Resident Engineering

Statement of Qualifications: Provide the ENGINEER'S qualifications as outlined in the instructions.

SUBMITTAL CERTIFICATION

The Statement of Qualifications Form must be signed by an authorized agent. If the ENGINEER is a corporation, the corporate seal must be affixed.

For proposals and contracts resulting from the utilization of short-lists developed from this portion of the selection process, the successful ENGINEER will be required to agree to and sign the VILLAGE contract and appendices (sexual harassment policy, tax liability, and CDL testing.) They are provided for the ENGINEER'S information in Appendices 1 & 2.

My signature certifies that the Statement of Qualifications as submitted complies with all terms and conditions as set forth in the Request for Qualifications for Short-List for Engineering Services, and is a true and factual statement of the qualifications of this firm.

STATEMENT OF QUALIFICATIONS FORM (CONTINUED)

I/We hereby certify that I/We am/are authorized to sign as an agent(s) of the firm:

If an individual or partnership, all individual names of each partner shall be signed:

By: _____
Print Name: _____
Position/Title.....: _____
By: _____
Print Name: _____
Position/Title.....: _____
Company Name ...: _____
Address line 1: _____
Address line 2: _____
Telephone.....: _____

If a corporation, an officer duly authorized should sign and attach corporate seal

PLACE CORPORATE SEAL HERE

By: _____
Print Name: _____
Position/Title.....: _____
Company Name ...: _____
Address line 1: _____
Address line 2: _____
Telephone.....: _____

APPENDIX 1

VILLAGE OF BENSENVILLE CONTRACT (Sample Form)

CONTRACT DOCUMENT NUMBER (NUMBER)

This agreement is made this _____ day of _____, 20__, between and shall be binding upon the VILLAGE of Bensenville, an Illinois municipal Corporation hereinafter referred to as the "VILLAGE" and _____ hereinafter referred to as the "ENGINEER" and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the ENGINEER agrees to perform the services and the VILLAGE agrees to pay for the following services as set forth in the contract documents:

(The description of services is stated here)

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. (PROJECT) Request for Proposal consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) General Provisions
 - iv) Special Provisions
 - b. VILLAGE'S Request for Qualifications for Short-List for Engineering Services Dated _____
 - c. ENGINEER'S Statement of Qualifications Dated _____
 - d. ENGINEER'S Proposal Dated _____
 - e. ENGINEER'S Work Effort and Fee submittal Dated _____
 - f. Minutes of Scope & Fee Negotiation Meeting and associated revised Scope of Work, Work Effort and Fee Dated _____
 - g. Required Certificates and Signatures and Certificate of Insurance
2. The VILLAGE agrees to pay, and the ENGINEER agrees to accept as full payment for the services which are the subject matter of this contract in accordance with the General Provisions.

3. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Bensenville, Illinois by Frank DeSimone, Village President, and the ENGINEER have hereunto set their hands this _____ day of _____ 20__.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Print Company Name

Accepted this _____ day of _____, 20__.

Individual or Partnership _____ Corporation _____

By

Position/Title

By

Position/Title

THE VILLAGE OF BENSENVILLE, ILLINOIS

Accepted this _____ day of _____, 20__.

Village President

Attest:

Village Clerk

APPENDIX 2

**VILLAGE OF BENSENVILLE
ENGINEER'S CERTIFICATION
(Sample Form)**

_____, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

_____, having submitted a proposal for:
(Name of Company)

(PROJECT) to the Village of Bensenville, hereby certifies that said ENGINEER:

- 1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
- 2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approve Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
- 3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that _____
(Name of employee/driver or "all employee drivers")
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

By: _____
Officer or Owner of Company named above

Subscribed and sworn to
before me this _____
day of _____, 20__.

Notary Public

APPENDIX 3

LOCAL GOVERNMENT PROMPT PAYMENT ACT (COPY)

AN ACT to create the "Local Government Prompt Payment Act", and to amend certain Acts named therein. P.A. 84-731, approved Sept., 21, 1986, eff. July 1, 1987.

5601. Short title

1. This Act shall be known and may be cited as the "Local Government Prompt Payment Act".

5602. Application

2. This Act shall apply to every county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other government units. Its shall not apply to the State or any office, officer, department, division bureau, board, commission, university, or similar agency of the State, except as provided in Section 7.1

Amended by P.A. 85-1159, 2-2, eff. Aug. 4, 1988.

Paragraph 5607 of this chapter.

5603. Approval of bills

3. The appropriate local government official or agency receiving goods or services must approve or disapprove a bill from a vendor for goods or services furnished the local governmental agency within 30 days after the receipt of such bill or within 30 days after the date on which the goods or services were received, whichever is later. When safety or quality assurance testing of goods by the local governmental agency is necessary before the approval or disapproval of a bill and such testing cannot be completed within 30 days after receipt of the goods approved or disapproved of the bill must be made upon completion of the testing or within 60 days after receipt of the goods, whichever occurs first. Written notice shall be mailed to the vendor immediately if a bill is disapproved.

5604. Payment of bills - Penalty

4. Any bill approved for payment pursuant to Section 3.1 shall be paid within 30 days after the date of approval. If payment is not made within such 30 day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each month or fraction thereof after the expiration of such 30 day period, until final payment is made.

Paragraph 5603 of this chapter.

5605. Failure to approve bills - Penalty for late payment.

5. If the local government official or agency whose approval is required for any bill fails to approve or disapprove that bill within the period provided for approval by Section 3.1 the penalty for late payment of that bill shall be computed from the date 60 days after the receipt of that bill or the date 60 days after the goods or services are received, whichever is later.

Paragraph 5603 of this chapter.

LOCAL GOVERNMENT PROMPT PAYMENT ACT (CONTINUED)

5606. Time periods

6. The time periods specified in Section 3, 4 and 5.1 as they pertain to particular goods or services, are superseded by any greater time periods as agreed to by the local government agency and the particular vendor.

Added by P.A. 85-1159, 2.2, eff. Aug. 4, 1988.

Paragraph 5603, 5604 and 5605 of this chapter.

5607. Funds appropriated or controlled by state - Certification

7. If funds from which the local governmental official or agency is to pay for goods or services are funds appropriated or controlled by the State, then the local governmental official or agency may certify to the State Treasurer, Comptroller and State agency responsible for administering such funds that a specified amount is anticipated to be necessary within 45 days after certification to pay for specified goods or services and that such amount is not currently available to the local governmental official or agency. The State Treasurer, Comptroller and State agency shall then expedite distribution of funds to the local governmental unit to make such payments. The certification shall be mailed on the date of certification by certified U.S. mail, return receipt requested. Any interest penalty incurred by the local governmental unit under Section 3 or 4.1 because of the failure of funds to be distributed from the State to the local governmental unit within 45 day period shall be reimbursed by the State to the local governmental unit as an amount in addition to the funds to be otherwise distributed from the State.

Added by P.A. 85-1159 2-2, eff. Aug. 4, 1988.

Paragraph 5603 or 5604 of this chapter.