



REQUEST FOR PROPOSALS (RFP)

Professional Engineering Services for
Design and Construction Engineering for the
18-14 Bridge Deck Repair Project at
Home, Oak Park, and East Avenues

Issued March 16, 2018

Due April 3, 2018

The Village of Oak Park (“the Village”) is requesting qualifications to identify consultants to assure that it is receiving the optimum level of services at a competitive price.

Responses shall be returned on or before April 3, 2018 at 10:00 AM to:

Village of Oak Park
Engineering Division of the Public Works Department
Attn: RFP for Professional Engineering Services
for Design and Construction Engineering for the
18-14 Bridge Deck Repair Project at Home, Oak Park, and East Avenues
201 South Blvd
Oak Park, IL 60302

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Section I. General Requirements

A. Introduction and Mandatory Terms

The Village requests the services of a qualified Consultant for the purpose of providing professional engineering services for design and construction engineering for the locally funded project 18-14 Bridge Deck Repair Project at Home, Oak Park, and East Avenues. Please fill out the appropriate form(s) for all sections being submitted for consideration.

The Village will receive responses Monday through Friday, 8:30 A.M. to 4:00 P.M. at the Office of the Village Engineer until 10am on April 3, 2018, Village of Oak Park, 201 South Blvd, Oak Park, Illinois, 60302. Each Consultant shall *provide three (3) hard copies of their response in a sealed envelope titled "Proposal for Professional Engineering Services for Design and Construction Engineering for the 18-14 Bridge Deck Repair Project at Home, Oak Park, and East Avenues"* and three (3) hard copies of their compensation schedule in a sealed envelope titled *"Compensation Schedule for Professional Engineering Services for Design and Construction Engineering for the 18-14 Bridge Deck Repair Project at Home, Oak Park, and East Avenues."* It is the responsibility of the consultant to notify the Village their intent of submitting a proposal so that they are on the plan-holder list in case of addenda being issued. Email addresses for primary team members must be provided within the proposal.

All additional questions must be submitted via email to bkutz@oak-park.us no later than noon on March 28, 2018. Responses will be provided to the known list of RFP recipients.

Responses will be reviewed and evaluated, and all information regarding status will be kept confidential until a decision is made and a recommendation provided to the Village Board for approval.

Other inquiries regarding this RFP shall be directed to: Byron Kutz, Assistant Village Engineer, at bkutz@oak-park.us.

B. Presentation of Request for Qualifications

The Village reserves the right to select a short list of Consultants at its own discretion to present their qualifications, respond to questions, and supply supplemental information.

C. Consultant Notification

Consultants will be notified in writing of further questions and/or decisions.

D. Award of Agreement

An agreement or equivalent agreement may be executed once one or more respondents are found to be qualified, a selection of the most qualified is determined by the evaluation committee, and the Village Board approves of the award.

Any agreement with a selected Consultant or Consultants must be reviewed and approved by the Village Attorney, may be approved and authorized by the Village of Oak Park Board of Trustees, and executed by the Village Manager. The Consultants are advised that Village staff, other than the Village Manager, have no authority to sign agreements or modify existing agreements on behalf of the Village and that any such agreements are null and void.

E. Taxes Not Applicable

The Village as a municipality pays neither federal excise tax nor Illinois retailer's occupational tax.

F. Interpretation of the Request for Proposal Document

Any Consultant in doubt as to the true meaning of any part of this document may request an interpretation thereof from the Village or its representative. The person requesting the interpretation shall be responsible for its prompt delivery. At the request of the Consultant or in the event that Village management deems the interpretation to be substantive, the interpretation will be made by written addendum duly issued by the Village.

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 requested RFP specifications initiated by the Village, a copy of such addendum will be provided to the known list of RFP recipients. The Village will not assume responsibility for receipt of such addendum. In all cases it will be the Consultants' responsibility to obtain all addenda issued.

G. Competency of Consultant

No submission will be accepted from, or agreement awarded to, any person, firm or corporation that is in arrears or is in default upon any debt or agreement. The Consultant, if requested, must present evidence of ability and possession of necessary facilities, and financial resources to comply with the terms of the scope of services.

H. Subletting of Contract

In order that the Village may be assured that only qualified and competent subcontractors and/or sub-consultants will be employed on the proposed project, each consultant shall

submit with their proposal a list of subcontractors and/or sub-consultants who would be called upon to perform the work. The consultant shall have determined to their own satisfaction that a listed subcontractor and/or sub-consultant has been successfully engaged in this particular type of work for a reasonable length of time and is qualified both technically and financially to perform that pertinent phase of the work for which they are listed.

No contract awarded by the Village of Oak Park shall be assigned or any part subcontracted without the written consent of the Village of Oak Park. In no case shall such consent relieve the bidder selected from their obligations or change the terms of the contract.

I. Compliance with Applicable Laws

The Consultant will strictly comply with all Ordinances and codes of the Village of Oak Park and applicable federal and state law.

J. Term of Agreement

The initial agreement shall be on the earlier of April 16, 2018, or the last date signed by both parties, whichever is later, and shall continue until the completion of all work associated with the design and construction engineering for the 18-14 Bridge Repair Project at Home, Oak Park, and East Avenues.

The Village retains the right to renew this initial agreement under the same terms and conditions upon mutual agreement with the Respondent. Renewals are to be done on a yearly basis for no more than two additional terms of approximately one year each. Price escalation will be allowed and subject to one (1) adjustment per period. The requested increase must be that of the general industry. In this event, written notification stating the requested increase and supporting document justification must be forwarded to the Village. The annual adjustment shall be based upon 100% of the percentage of change of the latest published Index (as defined below) as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-84 = 100). Notwithstanding anything contained herein to the contrary, the annual adjustment shall not be greater than five percent (5%) of the previous year's cost for services provided under this agreement in any year. If the Respondent fails to justify the requested increase, the Village reserves the right to reject the request and cancel the balance of the agreement.

If any price reductions are announced during the agreement period, the Village shall receive benefit of such reductions. This request shall also be in the form of a written notification and shall become effective thirty (30) days from the date the notice was received by the Village.

K. Payments

The Village shall pay the consultant on a monthly basis based on the services provided during the month. Payment to the consultant shall be made within 30 days of the receipt of an invoice for services as outlined in the proposal. A detailed summary of costs will be submitted to the Village for review and approval. The summary of costs shall be outlined on BCE 434 forms used by IDOT and include the work performed and corresponding hours, fees and out-of-pocket expenses. Total payments for each Phase shall not exceed the amount submitted on the Proposal Form, unless prior approval is received from the Village. Invoices shall be mailed to the Village Engineer located at the Village of Oak Park, 201 South Boulevard, Oak Park, Illinois 60302. All invoices will be paid within 30 days of approval. Charges for late payments must be in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, requiring a maximum interest penalty of 1% per month or portion thereof.

L. Termination of Contract

The Village reserves the right to terminate any multi-year agreement if the Village's Board of Trustees fails to appropriate funds for this purpose in any subsequent fiscal year. All funds for payments after December 31st of the current fiscal year are subject to appropriation by the Village for this purpose.

The Village further reserves the right to terminate the whole or any part of this agreement, upon written notice to the consultant, in the event of default by the consultant. Default is defined as failure of the consultant to perform any of the agreement or failure to make sufficient progress so as to endanger performance of this agreement in accordance with its terms. In the event of default and termination, the Village will procure upon such terms and in such manner as may be deemed appropriate services similar to those so terminated. The consultant shall be liable for excess costs for such similar services unless acceptable evidence is submitted that failure to perform the agreement was due to causes beyond the control and without the fault of negligence of the consultant.

M. Consultant Personnel Assigned to the Village of Oak Park Account(s)

The Village reserves the right to accept or reject any staff designated by the Consultant to manage the alley improvements. If no suitable replacement staff is provided, the Village reserves the right to terminate the agreement.

N. Confidentiality

The Consultant shall keep the Village's employee and all related data confidential.

O. Insurance Requirements

The selected Consultant must purchase and maintain for the length of the agreement, the lines of insurance described in this section. All insurance coverage shall be on an occurrence basis. The Consultant shall provide evidence of such insurance to the Village together with its proposal, and will provide evidence that the Village has been added as a named insured, where applicable, before commencement of the services and on an annual basis thereafter. Certificates of Insurance shall contain a clause stating that the coverage afforded by the policies listed will not be canceled or materially altered, except after forty-five (45) days advance written notice to the Village. The Consultant shall secure the following endorsements to each of the required policies: "It is understood and agreed that the insurance company will give not less than forty-five (45) days advance written notice of any cancellation or material change under any of these policies to the Village of Oak Park. *"In the event that such notice is not given to the Village of Oak Park at least forty-five (45) days prior to cancellation or material change, the policy will continue in full force and effect for the benefit of the Village as if such change or cancellation had not occurred."* The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(a) Commercial General Liability:

- i. Coverage to include, Broad Form Property Damage, contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
- iii. Coverage for all claims arising out of the Proposer's operations or premises, anyone directly or indirectly employed by the Proposer.

(b) Professional Liability:

- i. Per Claim/Aggregate \$2,000,000.00
- ii. Coverage for all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant, and the Consultant's obligations under the indemnification provisions of this Agreement to the extent same are covered.

(c) Workers' Compensation:

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform work pursuant to the agreement, and in case work is subcontracted, the Consultant shall require each subconsultant similarly to provide Workers' Compensation Insurance. In case employees engaged in hazardous work under this Agreement are not protected under said worker's compensation insurance, the Proposer shall provide, and shall cause each

subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(d) **Comprehensive Automobile Liability:**

i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

Combined Single Limit	\$1,000,000.00
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(e) **Umbrella:**

i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
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(f) The Village, its officers, officials, employees and agents shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation and Professional Liability. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees and agents.

The Consultant understands and agrees that any insurance protection required by the agreement or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees and agents as herein provided.

P. Hold Harmless and Indemnity

Notwithstanding any limitations or restrictions applicable to any insurance or bonds required hereunder, the Consultant shall defend, indemnify and hold the Village of Oak Park and its officers, officials, employees, and agents harmless from and against any and all liability, loss, damage, claim, payment or expense, including attorney fees, which the Village or its officers, officials, employees, and agents may incur resulting from or arising out of any error or omission in the performance of the agreement by the Consultant, including, without limitation, errors or omissions in the handling, accounting for, or transferring of funds, or to work, services or systems or products provided in the performance of the agreement by the Consultant or its employees, agents, servants, associates, Consultants, subconsultants, or assignees.

Q. Tentative Schedule

Below is a tentative schedule for the request for proposal, evaluation of responses, selection and approval of a preferred Consultant(s), for design and construction engineering services for the 18-2 Resurfacing of Various Streets project:

VOP issues 18-14 Bridge Repair design and construction RFP

Mar 16, 2018

Questions due at noon by	Mar 28, 2018
Proposals due to Engineering Division by 10am	April 3, 2018
Proposals reviewed	April 4-6, 2018
Interview with preferred Consultant(s)	April 9 – 10, 2018
Negotiation with preferred Consultant(s)	April 11, 2018
Recommend Agreement Approval	April 12, 2018
Agreement Approval	April 16, 2018
Service start date	April 23, 2018
Complete design	June 11, 2018
Issue plans for bid	June 14, 2018
Bid opening for construction contract	June 28, 2018
Construction contract award	July 16, 2018
Anticipated construction start	August 1, 2018
Substantial Construction Completion	August 31, 2018
Project punch-list and Close-Out by	October 1, 2018

R. Proposal Outline

Proposals are requested to cover the basic services related to Phase II design engineering, and phase III Construction Engineering in accordance with the standards set forth by the Illinois Department of Transportation and as described in the scope of services starting in Section II. The Village reserves the right during the term of the agreement to request additional services in addition to those specified in the Proposal form with payment for those additional services to be mutually agreed upon between the Village and the consultant.

Proposals shall include the following information:

- 1) A brief description of the consultant's capabilities, strengths and relevant experience for designing and managing bridge deck and joint repair projects including installation of lagging and developing traffic control plans for lane closures on interstate highways in IDOT District One similar in character to the proposed project.
- 2) A team organization chart indicating the staff and their areas of involvement stemming from the project engineer to each team member, if applicable. The Consultant shall describe the anticipate responsibilities of the Resident Engineer and inspector(s) on the project.
- 3) An outline of each individual's personal experience on projects of a similar nature, including size of the project, role of the individual, areas of responsibility, level of involvement and time assigned to the project.
- 4) List other contracts awarded to consultant most comparable to the work described in the scope of services. Please provide contact name, address and telephone

number. Also, provide contract cost and cost of Engineering associated with each project.

5) A statement of commitment that personnel named in the proposal will be available for the duration of the project at the indicated level of involvement, except where prevented by circumstances beyond the control of the consultant.

6) A schedule of hourly salary rates for each job classification and any overhead factors.

7) Any objections to any terms of the request for proposal.

8) A detailed summary of the Consultant's Project Understanding and Approach for the scope of work which shall include the number of meetings anticipated, tasks performed by the Consultant, tasks performed by the Village, etc.

9) Provide a description of the anticipated oversight by the inspector (part time vs. full time, mix of part time/full time, etc.) and role of the RE for this project.

10) A detailed cost proposal for the scope of work, including all direct and indirect costs. The Consultant shall submit a summary of the tasks along with estimates of how many hours and cost they propose will be required to complete each activity.

T. Reference Materials

The following reference materials for the Consultant are provided at the following link to a dropbox account below.

- Existing Bridge Plans for Home, Oak Park, and East Avenues
- Photos of sample areas scheduled for repair
- Abbreviated BCR for East Avenue bridge
- Topographic Survey of Oak Park Ave
- Bridge Maintenance Agreement with IDOT

<https://www.dropbox.com/sh/obfebqakljfw2xd/AABUA7ppay!5VBWCdN0IJYBba?dl=0>

Section II. Scope of Services

Project Background

The Village of Oak Park's 2018 budget includes \$225,000 of local capital improvement funds to design and construct bridge repairs at three bridges which span I-290, the CTA Blue Line, and CSX railroad tracks. The three bridges are the Home Avenue pedestrian bridge, Oak Park Avenue bridge, and East Avenue bridge. The Village of Oak Park has maintenance responsibility for the bridge decks per an agreement with IDOT.

Home Avenue: The pedestrian bridge at Home Avenue has a large amount of partial depth patching required on the deck but protective shielding / lagging is needed to be installed before patching can be performed. Due to budgetary constraints the proposed work under this contract only includes the installation of the lagging. Deck patching work will occur under a separate contract in 2019.

Oak Park Ave: The Oak Park Avenue bridge in general requires patching of the sidewalk pavements (primarily on the west side), installing new ADA compliant sidewalk ramps on the west side where no ramps exist, upgrading the ramps on the east side to comply with current ADA standards, and minor patching of the parapet wall adjacent to the sidewalk. There is existing lagging under the sidewalk areas which can be seen on Google street view which was installed most likely in 1991. There is a CTA blue line station on this bridge which will require staging of sidewalk repairs to always maintain access. Images of sidewalk failures from this winter are included in the reference materials.

East Ave: The East Avenue bridge requires replacing the steel expansion joint on the north side of the bridge which was damaged by a snow plow and partially removed, deck repairs primarily near the north expansion joint but also patches at various locations, replacing the existing expansion joint at the south end of the bridge, patching sidewalk pavements, and upgrading sidewalk ramps on south side of bridge to current ADA standards. There is no lagging under the East Ave bridge. There is a CTA entrance at the west side of this bridge.

Scope of Services

In general the scope of services includes phase II design engineering and phase III construction engineering. The phase II work in general consists of preparing plans and contract documents sealed by a licensed civil and a structural engineer for the repairs to the three bridges including the installation of lagging at locations over I-290 and, if required, over CTA or CSX; preparing traffic control plans for lane closures of I-290; obtaining IDOT approval of plans for work on their bridges; obtaining IDOT, CTA, and CSX permits for work over their facilities; submitting cost estimates, and recommending award of a contract following bidding by the Village of Oak Park. The phase III work in general consists of providing construction oversight with a RE and an inspector generally following IDOT procedures for documentation and preparing pay estimates. In general coordination and communication with the adjacent businesses and

residents will be managed by Village staff. There is night work anticipated for lane closures on I-290. A detailed description of scope is below

Phase I & II Engineering:

1. Review proposed project scope as compared to project budget to determine if the scope of work for both design and construction and construction engineering can be achieved within, or close to, the budget amount of \$225,000.
2. Coordinate and attend project kickoff meeting with Village of Oak Park Engineering Division to review project design, details, standards, and develop understanding of the project.
3. Review project sites for compliance with Village's complete streets policy and submit Complete Streets Checklist for each project site at time of pre-final plans.
4. Provide any topographic surveys needed for ADA improvements. Surveys at Oak Park Ave shall use horizontal and vertical control from previous survey of Oak Park Avenue which is included in reference documents. (Note: ADA improvements on the south side of Garfield and the north side of Harrison will be completed with a future street resurfacing project on Oak Park Ave.)
5. Prepare detailed plans and specifications meeting IDOT and Oak Park requirements, including traffic control plans for lane closures on I-290.
6. Determine locations and limits for decking repairs
7. Prepare, submit, and obtain IDOT approval for repairs on their bridges
8. Obtain IDOT, CTA, and CSX permits for work including and coordination meetings necessary to obtain permits/approval.
9. Submit roughly 75% and 90% contract plans and specifications for review.
10. Develop cost estimates for the project.
11. Prepare contract bidding documents for the project for bidding by the Village of Oak Park, the intent is for all project locations to be bid as one contract. The consultant shall print and deliver the required number of plans and specifications (generally 10-15 copies) to the village prior to bidding. The Village will supply a word document of the contract front-end documents for use by the consultant. The Consultant shall supply pdf files of the contract plans at full size and at 11x17 size as well as a pdf of the contract documents. The tentative construction contract schedule is shown in Section 1 item Q: Tentative Schedule of this RFP.
12. Issue any construction contract addendums as needed.
13. Prepare bid tabulations and recommend construction contract award.
14. Submit copies of project plans and specifications and CAD design files (microstation preferred) to the Village of Oak Park.

Phase III Engineering:

1. Provide project oversight by a resident engineer (RE) and construction inspection with an inspector. Provide a description of the anticipated oversight by the inspector (part time vs. full time, mix of part time/full time, etc.) and role of the RE for this project. Field staff assigned to project shall be capable of effectively communicating with the residents and stakeholders affected by the project, able to effectively communicate with the Contractor to protect the interests of the Village, and be familiar with similar work which involves lane closures on interstate highways for nighttime work since the inspector will most likely be on their own during overnight work operations for inspecting traffic control and overseeing work operations.

2. Construction Observation:
 - a. Provide 24-hour emergency contact information, provide contact person and phone number to respond to resident and business inquiries and complaints. Inquiries and complaints received by public works staff will be forwarded for the consultant to respond. The contact information will also be displayed online on the Village's GIS CIP story-map page.
 - b. The consultant team shall be proficient in ADA design and decking repairs to make small design-changes in the field as issues arise.
 - c. Maintain a project diary and daily inspection log.
 - d. Collect and review all material tickets on a daily basis.
 - e. Inspect all construction warning-signs and devices.
 - f. Organize and lead any project meetings required, as well as organize a bi-weekly meeting with village staff.
 - g. Consultant shall review all extras and change-orders and give a recommendation to the Village.
 - h. Inspect traffic control

3. Construction Documentation:
 - a. Keep track of all quantities related to each pay item, tracking the current projected-total at all times and notify the Village in advance if the contract amount will be exceeded.
 - b. Perform yield checks on all materials, and depth-checks as required.
 - c. Establish and maintain schedule for progress payments.
 - d. Submit monthly pay estimates. Develop and verify payment requests. Consultant shall collect and review all waivers, affidavits, and certified payrolls prior to recommending payment to the Village.
 - e. Assure all documentation substantially follows IDOT standards.
 - f. Records do not need to be in ICORS, the consultant shall maintain an IDR book, and a Quantities book.

4. Construction project closeout:
 - a. Verify final measurements/quantities with Contractor.
 - b. Develop a final punch list and verify satisfactory completion.
 - c. Provide final project accounting/documentation.
 - d. Conduct final inspection with Village representatives.
 - e. Close all permits.
 - f. Consultant shall review final quantities with the contractor and present an agreed upon final-estimate to the Village for processing.
 - g. Close out project, and submit all paperwork as required. Submit job box to the Village of Oak Park.
 - h. Process final payment.
 - i. Provide as-built drawings in Electronic format (pdf and microstation files). As-built drawings shall include final locations of sidewalk and curb replacement, paving limits, as-built cross-sections indicating existing and constructed pavement section and as required by IDOT.
5. Pre-construction meeting:
 - a. Review plans and specifications with assigned field-staff prior to pre-construction meeting.
 - b. Schedule, lead, and prepare minutes for pre-construction meeting.
 - i. Notify IDOT, CSX, & CTA, & utility agencies of time and place of meeting.
 - ii. Notify affected Village Departments/Divisions, including police and fire, coordinating any major items or issues prior to the pre-construction meeting.
6. Coordination:
 - a. Coordinate with IDOT, CSX, and CTA for traffic control, scheduling, flagging throughout the duration of the project as necessary.
 - b. Coordinate with Village staff for schedule updates, impacts to residents and adjacent businesses, and CTA impacts.
 - c. Coordinate projects with all stakeholders within the project limits.
 - d. Provide weekly construction updates to Oak Park for inclusion in the published Weekly Manager's report.
7. Costs for any material testing will be outside of this contract and performed by a testing firm contracted separately by the Village but the inspector/RE will need to coordinate any testing needed.

Proposal Submittal

Each consultant submitting a proposal is asked to consider the items as outlined in the Scope of Services listed above.

The following classifications shown are those which the Village assumes are standard for most Civil Engineering firms working on projects of this type. An Hourly Rate Schedule should be submitted for each year of the proposed contract starting with 2018. The following abbreviations shown are examples of position classifications:

RE -Resident Engineer
CE - Civil Engineer
SE – Structural Engineer
T- Technician
S- Secretary

Section III. Compensation Schedule

Please complete all forms and submit the information requested on the following pages and submit three (3) hard copies of the compensation schedule in a sealed envelope titled "Compensation Schedule for Professional Engineering Services for Design and Construction Engineering for the 18-14 Bridge Deck Repair Project at Home, Oak Park, and East Avenues."

Note: the fee schedule should follow the Attached forms for cost plus fixed fee in accordance with IDOT standards for consultant services.

The Consultant shall identify the cost of for each phase of the project (phase II & III).

Additional Note: Also please attach hourly rate schedule for various classifications in your organization. These rates will be used for performing other engineering work which may be requested outside the scope of services.

Section IV. Proposal Evaluation

Proposals will be evaluated by Village staff. Evaluation will be based on criteria outlined herein which may be weighted by the Village in a manner it deems appropriate. All proposals will be evaluated using the same criteria and weighting. The criteria used will be:

- A. Responsiveness to RFP
The Village will consider all the material submitted to determine whether the Consultant's offering is in compliance with this RFP.

- B. Ability to Perform Current and Projected Required Services
The Village will consider all the material submitted by each Consultant, and other relevant material it may otherwise obtain, to determine whether the proposer is capable of and has a history of successfully completing agreements of this type.

- C. Experience and Relevant Knowledge
The Village will assess the experience and relevant knowledge of the proposed dedicated team of personnel.

- D. References
The Village may contact references directly to inquire about the quality and type of services currently being provided to other customers.

- E. Cost Proposal
The Village will evaluate aggregate services based on the overall cost effective approach to providing the services requested in this RFP.

- F. Optional Interviews and/or Site Visits
The Village may, at its sole option, conduct interviews and/or site visits as part of the final selection process. Teleconferencing is an acceptable option.



RESPONDENT CERTIFICATION

PROPOSAL SIGNATURE: _____

State of _____)

County of _____)

TYPE NAME OF SIGNEE

being first duly sworn on oath deposes and says that the Respondent on the above proposal is organized as indicated below and that all statements herein made on behalf of such Respondent and that this deponent is authorized to make them, and also deposes and says that he has examined and carefully prepared their bid proposal from the Contract Exhibits and Specifications and has checked the same in detail before submitting this proposal or bid; that the statements contained herein are true and correct.

Signature of Respondent authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of Respondent shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated _____

Organization Name

(Seal - If Corporation)

By _____
Authorized Signature

Address

Telephone

Subscribed and sworn to before me this _____ day of _____, 2018.

In the state of _____, _____
Notary Public

My Commission Expires: _____

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Respondent is a corporation, which operates under the legal name of

and is organized and existing under the laws of the State of

_____.

The full names of its Officers are:

President _____
Secretary _____
Treasurer _____

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

(b) Partnership

Name, signature, and addresses of all Partner

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

(c) Sole Proprietor

The Respondent is a Sole Proprietor whose full name is _____.
If the Respondent is operating under a trade name said trade name is _____ which name is registered with the office of _____ in the county of _____ in the state of _____.

Signed _____
Sole Proprietor



Attachment I.

RESPONDENT CERTIFICATION

_____, as part of its bid on a contract for
(name of Respondent)

Professional Engineering Services for Design and Construction Engineering for the 18-14 Bridge Deck Repair Project at Home, Oak Park, and East Avenues to the Village of Oak Park, hereby certifies that said Respondent is not barred from bidding on the aforementioned contract as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Bidding Requirements".

By: _____
(Authorized Agent of Respondent)

Subscribed and sworn to
before me this ___ day
of _____, 2018

(Notary Public)



Attachment II.

TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn, deposes and says:

that he/she is _____ of
(partner, officer, owner, etc.)

(bidder selected)

The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

By:
Its:

(name of bidder if the bidder is an individual)
(name of partner if the bidder is a partnership)
(name of officer if the bidder is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public's Signature

- Notary Public Seal -

Minority Business and Women Business Enterprises Requirements

The Village of Oak Park in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of bidders and subConsultants in taking affirmative action and providing Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Reporting Requirements

The following forms must be completed in their entirety, notarized and included as part of the proposal document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your proposal.



Attachment III.

ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

A. Corporation:

The Consultant is a corporation, legally named _____ and is organized and existing in good standing under the laws of the State of _____. The full names of its Officers are:

President _____

Secretary _____

Treasurer _____

Registered Agent Name and Address: _____

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

B. Sole Proprietor:

The Consultant is a Sole Proprietor. If the Consultant does business under an Assumed Name, the

Assumed Name is _____, which is registered with the Cook County Clerk. The Consultant is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:

The Consultant is a Partnership which operates under the name _____

The following are the names, addresses and signatures of all partners:

Signature

Signature

(Attach additional sheets if necessary.) If so, check here _____.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

D. Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: _____

Signature of Owner



Attachment IV. **Compliance Affidavit**

I, _____ being first duly sworn on oath depose and state as follows:
(Print Name)

1. I am the (title) _____ of the Proposing Firm (“Firm”) and am authorized to make the statements contained in this affidavit on behalf of the Firm.
2. The Firm is organized as indicated on Exhibit A to this Affidavit, entitled “Organization of Proposing Firm,” which Exhibit is incorporated into this Affidavit as if fully set forth herein.
3. I have examined and carefully prepared this proposal based on the Request for Proposals and verified the facts contained in the proposal in detail before submitting it.
4. I authorize the Village of Oak Park to verify the Firm’s business references and credit at its option.
5. Neither the Firm nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to “Proposing Requirements”.
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled “EEO Report.”
7. Neither the Firm nor its affiliates is barred from agreement with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Firm under the agreement in a civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an “Equal Opportunity Employer” as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the Consultant is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702.

¹ Affiliates means: (i) any subsidiary or parent of the bidding or contracting business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the bidding or contracting business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the bidding or contracting business entity.

Signature: _____ Printed Name _____

Name of Business: _____ Your Title: _____

Business Address: _____

(Number, Street, Suite #)

(City, State & Zip)

Telephone: _____ Fax: _____ Web Address: _____

Subscribed to and sworn before me this _____ day of _____, 2018.

Notary Public

M/W/DBE STATUS AND EEO REPORT

1. Consultant Name: _____

2. Check here if your firm is:

- Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- Women’s Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm’s current stable work force?

_____ Number of full-time employees

_____ Number of part-time employees

4. Similar information will be requested of all subConsultants working on this agreement. Forms will be furnished to the lowest responsible Consultant with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: _____

Date: _____

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this proposal. An incomplete form will disqualify your proposal. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

An EEO-1 Report may be submitted in lieu of this report

Consultant Name _____
 Total Employees _____

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Semi-Skilled												
Laborers												
Service Workers												
TOTAL												
Management Trainees												
Apprentices												

This completed and notarized report must accompany your Proposal. It should be attached to your Affidavit of Compliance. Failure to include it with your Proposal will be disqualify you from consideration.

_____, being first duly sworn, deposes and says that he/she is the _____
 (Name of Person Making Affidavit) (Title or Officer)

of _____ and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this _____ day of _____, 2018.

 (Signature) (Date)



Attachment V. No Proposal Explanation

If your firm does not wish to submit a proposal, please provide us with Attachment V and include in the space below any comments you may have concerning this proposal or any related factors that prevented you from submitting a response.

Project Name: Professional Engineering Services for Design and Construction
 Engineering for the 18-14 Bridge Deck Repair Project at Home, Oak Park,
 and East Avenues

Date Issued: March 16, 2018

Comments: