

# **Request for Qualifications**



## **Professional Design & Engineering Needs Assessment for Kendall County**

**January 12, 2022  
Revised Jan. 20, 2022**

# Table of Contents

Page

I.	INTRODUCTION and BACKGROUND .....	3
II.	DEFINITIONS & TERMINOLOGY.....	5
III.	INSTRUCTIONS TO RESPONDERS.....	6
IV.	KENDALL COUNTY AGREEMENT FORM STIPULATED SUM “CONTRACT” ....	10
VI.	TERMS AND CONDITIONS .....	11
VII.	ATTACHMENT A SCOPE OF WORK .....	21
VIII.	ATTACHMENT B PLACES OF SERVICE.....	22
VIII.	ATTACHMENT C MISCELLANEOUS.....	23
X.	ATTACHMENT D RESPONSE FORMS .....	27
XI.	EXHIBIT A RESPONSE SUBMISSION COVER SHEET .....	28
XI.	EXHIBIT B RESPONSE FORM .....	29
XI.	EXHIBIT C NON-COLLUSION AFFIDAVIT .....	32
XI.	EXHIBIT D RESPONDERS PROFESSIONAL REFERANCES .....	33

## I. INTRODUCTION and BACKGROUND

The County of Kendall ("**County**") is seeking a qualified firm for professional consultant services ("**Consultant Services**"), which include but are not limited to the review and analysis of two campuses located in Yorkville, IL. Campus one is located at 111 W. Fox St. and campus two is located at the Government center campus along Illinois State Route 34 in Yorkville, IL. The consultant will assemble & create assessments, reports and any associated presentations as described in this Request for Qualifications ("**RFQ**") for these two campuses. Respondents must be able to demonstrate experience with the type of project described herein and the ability to complete the project within the specified time frame. The Request for Qualifications process will include the following steps: 1) review of the submitting firm's qualifications and experience; 2) firms short listed based on their qualifications; 3) negotiation with short listed firms on project cost. The submitted responses should include the firm's qualifications, scope of services/tasks, and schedule.

Expected consultative services include the ability for professional design; architectural; engineering; needs assessment abilities & professional services for the programming, design & cost estimating for these two campuses.

### Description of Kendall County

Kendall County has been the fastest growing county in Illinois. Kendall County is a mixture of rural and urban communities.

Kendall County website - <https://www.co.kendall.il.us/home>

Highway Map - <https://www.co.kendall.il.us/Home/ShowDocument?id=8262>

#### A. Facility Objectives

##### **Project One**

##### **Needs assessment of the 111 W. Fox St. campus and surrounding sites.**

Kendall County anticipates the needs to consolidate the offices of the County Clerk, County Recorder and Voter Operations into a new standalone facility at the Fox Street Campus and changes to the existing 111 W. Fox St. facility once these departments are relocated. Work will involve meetings with stakeholders, committees and the County Board to assess the needs of all departments at this site. Final recommendations expected are the needs of each department, recommendations specifically for the County Clerk/Recorder and Voter departments as well as recommendations of changes needed to the existing 111 W. Fox St. facility. This includes a master plan for this campus & recommendations for siting a new facility if recommended, estimated cost and timeline for the new facility and for the reconfiguration of the 111 W. Fox St. facility once operations are moved to a new facility.

The project team will include staff from Kendall County Facilities Management (KCFM), Technology Services (KCTS), County Administration and Facilities Committee Chair.

##### **Project Two**

##### **Needs assessment of the Public Safety Center, Facilities Management, Coroner and Emergency Operations Center.**

The Public Safety Center was built in 1992. This facility currently houses the Sheriff's Office, County Jail, KenCom 911 Center and Kendall County Emergency Operations department.

Currently the Sheriff's Administrative offices has no room to house individual offices for all management staff and other offices associated with Sheriff's operations. The office is also lacking dedicated training space for in house staff, management and field

The Facilities Management office was built in 2000. The current facility is shared with Coroner's office. Facilities Operations are also spread out to the Courthouse and each site at both campuses.

Facilities Management desires to have a facility to house management offices, equipment & vehicle storage and central supplies.

The Coroner's office houses management offices, morgue and garage.

All questions pertaining to this RFQ should be directed to Facilities Management Director James K. Smiley, at (630) 553-4102 or email at [jsmiley@co.kendall.il.us](mailto:jsmiley@co.kendall.il.us).

**B. Project Funding**

The project funding for this project has not been finalized.

**C. Project Schedule**

The County desires to begin work for the 111 W. Fox St. campus early Spring of 2022. Upon completion of this project work could begin on the Rt. 34 campus needs assessment during the summer of 2022.

**II. INSTRUCTIONS**

**A. Submission of Qualifications**

Submit three (3) bound copies and one electronic copy of the response in a sealed package addressed to:  
Kendall County Facilities Management  
Attn: James K. Smiley, KCFM Director  
804 W. John St., Suite B.  
Yorkville, IL 60560

**All documents must be received by February 7, 2022.** Documents received after this time will not be accepted.

## **DEFINITIONS AND TERMINOLOGY**

In the event of a conflict between the definitions herein and any found in the Agreement, *infra*, the former shall govern for the purpose of this section only. All other terms which are not herein defined have their ordinary, dictionary meaning.

***Addendum (Addenda, Plural):*** An Addendum is a document issued by Kendall County prior to the opening of the Responses which clarifies, amends, or modifies the RFQ Documents or the Response Documents.

***Complete Response:*** A complete response includes a Responder to perform the all of the work identified in Scope of Work—Attachment A, and does not include any Separate Project Responses.

***Response:*** Is a response to do the Work included in Attachment A – Scope of Work and includes accompanying forms, which are required to be submitted.

***Responder:*** A Responder is an entity that submits a Response.

***RFQ or Response Documents:*** The RFQ or Response Documents are comprised of, but not limited to, the Instructions to Responders, Kendall County Agreement Form – Stipulated Sum, Terms and Conditions, Attachment A—Scope of Work, Attachment B—Places of Service, Attachment C - Miscellaneous, Attachment D—Response Forms, Exhibit A, B, C and D. All forms (e.g., Response forms), any supplementary terms and conditions thereto, any drawings, any specifications and all addenda.

***Project:*** The Project is the total Scope required by the RFQ Documents, including all labor, materials, and equipment, furnished and incorporated into the expected work, or to be provided by the Responder to fulfill the Responder's obligations as provided for in the work described in the RFQ Documents.

## **INSTRUCTIONS TO RESPONDERS**

### **General Description:**

Sealed documents detailing your firm's ability to meet the scope of this Request for Qualifications are being accepted for a Professional Design & Engineering Needs Assessment for project # one (1) Kendall County 111 W. Fox St. Campus and for project # two (2) Rt. Campus for the Public Safety Center, Facilities Management and Coroner's offices.

Instructions to Responders and specifications will be available after January 19, 2022 between 8:00 A.M. C.S.T. and 4:30 P.M. C.S.T. daily until February 7, 2022 at 10:00 A.M. C.S.T. at the Kendall County Facilities Management office.

### **Examination:**

Responders shall receive a copy of the Notice to Responders, Instructions to Responders, Kendall County Master Agreement Contract, Attachment A—Project Types, Attachment B—Task Order, Attachment C—Scope of Work, Attachment D—Places of Service, Attachment E—Fees & Reimbursements, Attachment F—Miscellaneous - All forms (e.g., Response forms), any wage rates, any supplementary terms and conditions thereto, any drawings, any specifications and all addenda.

Responders shall examine the RFQ Documents and visit the Project site to obtain first-hand knowledge of existing conditions. Extra compensation will not be given for conditions which can be determined by examining the RFQ Documents and site.

### **Questions and Interpretations:**

All questions about the meaning or intent of the Responder Documents shall be submitted in writing to KCFM Director James K. Smiley via email to [jsmiley@co.kendall.il.us](mailto:jsmiley@co.kendall.il.us), or personal delivery no later than ten (10) calendar days prior to the date set for the opening of responses or January 28, 2022 at 4:00 P.M. C.S.T. . Any questions received after such time shall be answered at the discretion of the County. Replies will be issued to all responders of record as Addenda to the appropriate attachment and will become part of the Agreement portion to the RFQ Documents. Questions will not be responded to by oral clarification.

Only questions answered by an Addendum shall be binding. Oral clarifications or interpretations shall be without legal effect. Addenda shall be emailed to all persons having picked up RFQ Documents from the County and shall be posted to the County website. Each Responder shall be responsible for determining that it has received all Addenda issued. A Responder's failure to acknowledge any Addendum shall constitute sufficient cause for rejection of a Response at the County's sole discretion.

**Failure to request clarification will not waive responsibility of comprehension of the RFQ Documents and performance of the work in accordance with the intent of the documents. By submitting a response, the Responder signifies that he or she understands, has read and agrees to all terms contained in the RFQ, Notice to Responders, Instructions to Responders, Kendall County Agreement Form – Stipulated Sum, Terms and Conditions, Attachment A—Scope of work, Attachment B—Places of Service, Attachment C—Miscellaneous, Attachment D—Response Forms, Exhibits A, B,C and D - All forms (e.g., Response forms), any wage rates, any supplementary terms and conditions thereto, any drawings, any specifications and all addenda, for this Request for Qualifications.**

**Submittal: Submit completed Response and other required documents in a sealed envelope clearly marked "Kendall County Professional Design & Engineering Needs Assessment for project # one (1) Kendall County 111 W. Fox St. Campus and for project # two (2) Rt. Campus for the Public Safety Center, Facilities Management and Coroner's offices" and including the name and address of the responder.**

**No responsibility shall be attached to the County for the premature opening of any response not properly addressed and identified. No response will be considered unless all stipulations of this document and the Agreement, including the Response Forms, have been completed.**

Completed responses can be forwarded or mailed to the Kendall County KCFM Office at 804 W. John St., Suite B. Yorkville, Illinois, 60560. Responses must be received before February 7, 2022 at 10:00 A.M. C.S.T. in order to be considered.

Responders shall be deemed a Firm response continuing for one hundred and twenty (120) days after Date and Time set for Opening of Responses and thereafter until withdrawn by written notice received by the County. Responses may not be modified, withdrawn, or cancelled by the Responder during this time period.

**Pre-Qualification:**

The Responder shall submit on a separate document, to be included with the response, three current references, which are similar in size and scope of work to this response. The references shall include the reference company name, the contact person's name, the company address, the company telephone number, a narrative of the scope of work, the dates work began and was completed and the completed contract amount. The Responder shall also submit with the response a copy of all pertinent licenses, which are required in the performance of this work.

Kendall County also reserves the right to require responders to provide information necessary to determine the qualification of the Responder to satisfactorily perform the work, including proof that the Responder:

- Has adequate means to perform the work properly.
- Has a suitable financial status to meet the obligations incidental to the work.
- Have the appropriate technical expertise, licensing, certification, degree, and experience.
- Has satisfactorily performed contracts of similar nature and magnitude.

**Response Opening:**

Responses shall be stamped with the date and time received, at the KCFM Management office at 804 W. John St., Suite B. Yorkville, IL 60560. Each Response shall be analyzed to ensure that all stipulations have been satisfied.

**Response Award:**

It is the intent of Kendall County to award the project to the firm meeting the qualifications and reference expectations who has met all stipulations of the Response Documents, including the Agreement and Addenda, if any. The County reserves the right to award the RFQ project one (1) first, then award project two as determined to be in the best interest of the County. The Contract will be awarded as one complete Project or as two separate Projects as identified in Scope of Work—Attachment A; The County reserves the right to add or subtract work from the contract. A Responder will be considered non-responsive if they do not provide a response for all items (project one & project two).

**Rejection of Responses:**

Kendall County reserves the right to reject any or all responses; to waive technicalities; and to award a contract which is in the best interests of Kendall County.

Kendall County reserves the right to reject the Response of any Responder who has not completed a prior Project, whether with the County or elsewhere, because of the fault of the Responder, its SubArchitect or Design Firms or employees; has been declared in default on a prior contract whether with the County or elsewhere; has failed to complete a prior Project in a timely fashion whether with the County or elsewhere; based on its work record, is not capable of performing the Work whether due to lack of sufficient prior experience, as determined by the County, or for any other reason; has a work record of its SubArchitect or Design Firms demanding direct payment from the owner; has a work record of its

SubArchitect or Design Firms, employees or material suppliers complaining to the County or other awarding authority regarding the Responder's failure to pay them; or has a record of its failure to comply with State laws, County ordinances or municipal codes. "Work record" or "record" constitutes a minimum of one event in the work history of the Responder.

**Disqualification:**

Kendall County reserves the right to disqualify responses, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Responder.

**Execution of Contract:**

The accepted Responder shall assist and cooperate with County in preparing Attachment A — Contract and shall execute and return the Agreement to Kendall County Facilities Management Office within five (5) days following its presentation. The Agreement shall be executed before the offer expires.

**Response Forms.**

Each Response shall be submitted on the Response Form included herein as part of Attachment D. All blank spaces shall be filled in. Any and all blank spaces shall constitute sufficient cause to reject any Response. The Response Form shall be completed in ink or by typewriter or computer. Signatures shall be in long hand and the completed form shall be without delineations, alterations or erasures. No response will be accepted after 10:00 A.M. C.S.T. on February 7, 2022.

The Responder must complete and include all of the following documents with their Response:

- Mandatory Cover Sheet (The Cover Sheet form to complete is attached to the RFQ as Exhibit A)
- Surety [IF APPLICABLE] as required in the RFQ Documents.
- Completed Response Forms (the Response Forms are attached to the RFQ as Attachment D)
- All other requirements included in the RFQ Documents

**Terms and Conditions**

The "Terms and Conditions" set forth in the RFQ Documents will apply to the contract between the County and the successful Responder. By submitting a Response, a Responder agrees to the Terms and Conditions. Any Response that conflicts with the Terms and Conditions may be deemed as being unresponsive.

All information requested on Response forms shall be typewritten or written in ink. Where both written words and numerical figures are required, the written words shall apply in the event of a conflict.

The County will not be responsible for any expenses incurred by the Responder in preparing and submitting a Response.

The Responder must sign their Response in their business or corporation's name and must bear the original longhand signature of a principal legally authorized to sign contracts on behalf of the Responder. The name of each person signing should be typed or printed below the signature.



The individual signing the document for the Responder shall initial all erasures and/or corrections in their sealed Response.

**Contents of Qualifications:**

Qualifications shall state the ability to meet the scope of the RFQ, ability to perform an evaluation of the facilities at both campuses. Develop a response including the ability to including drawings and specifications. Coordinate RFQ and Architect or Design Firm review. All aspects of the proposed response that are required to provide a thoroughly completed Project.

**Requests for Payment:**

With requests for payment, the responder shall furnish Kendall County with partial and final waivers of lien for pay requests associated or involved with completion of these Projects.

**General Instructions**

All Responders must confirm they are appropriately licensed and authorized to conduct business within the State of Illinois. Responders shall be prepared to furnish evidence of the foregoing upon request.

The Responder is expected to comply with the true intent of this RFQ and the RFQ Documents taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or to the County. Should the Responder suspect any error, omission, or discrepancy in the specifications or instructions, the Responder shall immediately notify the County in writing, and the County will issue written corrections or clarifications. The Responder is responsible for the contents of its Response and for satisfying the requirements set forth in the RFQ and RFQ Documents. Responder will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Responder in the process of putting the Response together.

## AGREEMENT FORM – STIPULATED SUM (Sample)

THIS Agreement is entered into the day and year first set forth below between *KENDALL COUNTY, ILLINOIS* (hereinafter “Kendall County”), with its principal place of business at 111 W. Fox St., Yorkville, Illinois, 60560 and \_\_\_\_\_ (hereinafter referred to as “Contractor”) with its principal place of business at \_\_\_\_\_ . In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. **Effective Date & Term:** This Agreement shall be effective as of its execution and continue until the Kendall County Facility Needs Assessment has been completed or as terminated by either party pursuant to the terms in the Agreement.
2. **The Work:** Vendor will provide Kendall County with construction, labor, materials and services for the Kendall County Facility Needs Assessment per the scope in the RFQ dated January 12, 2022 in accordance with the following documents (the **Contract Documents**):
  - a) **RFQ, Notice to Responders, Instructions to Responders, Kendall County Agreement Form – Stipulated Sum, Terms and Conditions, Attachment A—Scope of work, Attachment B— Places of Service, Attachment C—Miscellaneous, Attachment D— Response Forms, Exhibits A, B,C and D - All forms (e.g., Response forms), any wage rates, any supplementary terms and conditions thereto, any drawings, any specifications and all addenda, for this Request for Qualifications.**
3. **Modifications:** All changes or adjustments to this Agreement, including but not limited to any increase or decrease of the scope of the work performed or adjustment in the Contract Sum and Contract Time, must be in writing, signed by both parties to the Agreement.
4. **Payment:** In consideration for Contractor providing the Work, to the satisfaction of Kendall County, as set forth in this Agreement, Kendall County agrees to pay the Contract Sum listed in Exhibit B – Response Form of the contract. Contractor must present an Application for Payment to Kendall County, attn.: KCFM Director, [kcfm@co.kendall.il.us](mailto:kcfm@co.kendall.il.us) 804 W. John St. Suite B. Yorkville, IL 60560 for certification of the amount due, in accordance with Contract Documents. The total amount due shall be paid in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.* Kendall County reserves the right to reject any portion of the invoice that is outside the scope of the approved work or outside the scope of any additional approved work.
5. **Time:** The Responder shall achieve Substantial Completion of the scope of work by June 1, 2022, and shall achieve Final Completion no later than October 1, 2022. Time shall be changed only by written agreements signed by both parties.

## TERMS AND CONDITIONS

The Responder's failure to agree to the following terms and conditions may result in the disqualification of the Responder's response from further consideration as an unresponsive Response.

By submitting a Response, Responders represent that:

1. Responder has read and understands the RFQ Documents;
2. Responder understands how the Project relates to other renovations being completed by the County at the Project site, which may be concurrently Response, or presently under construction at the Project site;
3. The Response complies with the RFQ Documents;
4. Responder has visited the Project site; is familiar with local conditions under which the Project is to be performed; and has correlated the Responder's observations with the requirements of the RFQ Documents and the Responder's Response; and
5. The Response is based upon the materials, equipment, and systems required by the RFQ Documents, as may be amended by written addendum, without exception.

**By submitting a Response, Responders agree to accept and comply with the following Terms and Conditions that shall be incorporated by reference herein to the contract between Kendall County and the successful Responder:**

1. These Terms and Conditions, along with the RFQ, the RFQ Documents, and the Responder's Response, represent the entire understanding between the parties hereto (collectively, the "Agreement"), and any modification or amendment hereof must be made in writing, signed and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written. In the event of a conflict, the documents shall control in the following order of descending precedence: the Agreement, the Terms and Conditions set forth in the RFQ, the remaining portions of the RFQ Documents, and the Responder's Response.
2. This Agreement shall be effective as of the date of final signature below and shall continue in force and effect until the Project has been fully completed to the satisfaction of the County but no later than **October 1, 2022** or as terminated by either party pursuant to the terms in the Agreement, whichever occurs first.
3. Pursuant to, and as set forth in this Agreement, Responder will provide the County the following services:

### **Project One**

#### **Needs assessment of the 111 W. Fox St. campus and surrounding sites.**

Kendall County anticipates the needs to consolidate the offices of the County Clerk, County Recorder and Voter Operations into a new standalone facility at the Fox Street Campus and changes to the existing 111 W. Fox St. facility once these departments are relocated. Work will involve meetings with stakeholders, committees and the County Board to assess the needs of all departments at this site. Final recommendations expected are the needs of each department, recommendations specifically for the County Clerk/Recorder and Voter departments as well as recommendations of changes needed to the existing 111 W. Fox St. facility. This includes a master plan for this campus & recommendations for siting a new facility if recommended, estimated cost and timeline for the

new facility and for the reconfiguration of the 111 W. Fox St. facility once operations are moved to a new facility.

The project team will include staff from Kendall County Facilities Management (KCFM), Technology Services (KCTS), County Administration and Facilities Committee Chair.

## **Project Two**

### **Needs assessment of the Public Safety Center, Facilities Management, Coroner and Emergency Operations Center.**

The Public Safety Center was built in 1992. This facility currently houses the Sheriff's Office, County Jail, KenCom 911 Center and Kendall County Emergency Operations department.

Currently the Sheriff's Administrative offices has no room to house individual offices for all management staff and other offices associated with Sheriff's operations. The office is also lacking dedicated training space for in house staff, management and field

The Facilities Management office was built in 2000. The current facility is shared with Coroner's office. Facilities Operations are also spread out to the Courthouse and each site at both campuses.

Facilities Management desires to have a facility to house management offices, equipment & vehicle storage and central supplies.

The Coroner's office houses management offices, morgue and garage.

(Hereinafter referred to collectively as "the Scope of Work" or "the Project").

4. As consideration for the services to be performed by Responder pursuant to the terms and conditions set forth in this Agreement, the County agrees to pay Responder as follows:

Progress Payments monthly based on work completed and verified by Facilities Management Director Mr. James K. Smiley.

The County shall not be responsible for any costs in excess of the payment schedule set forth above unless the County agrees to said increase in writing before such expense is incurred. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).

5. The County reserves the right to make changes in the Scope of Work (increases and decreases of any kind) and alterations in material and product selections. Responder, its contractors, and subcontractors and their respective employees and agents shall make no changes in the Scope of Work without issuance of a written change order that is first executed by both the County and the Responder. The County will not pay for verbal change orders. Responder must obtain written change orders or, at minimum, email authorization of additional fixed-price change order work from the County *before* proceeding with any additional work or any variations in specified materials. Furthermore, Responder understands and agrees that any public works change orders that total fifty percent (50%) or more of original contract price must be obtained in same manner as the original contract. *See* 50 ILCS 525/5. Responder also understands and agrees that any change orders of more than \$10,000 or 30 days (more or less) in completion time, must be pre-approved in writing by the County. *See* 720 ILCS 5/33E-9.

6. Responder is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the County. Responder understands and agrees that Responder is solely responsible for paying all wages, benefits and any other compensation due and owing to Responder's officers, employees, and agents for the performance of services set forth in the Agreement. Responder further understands and agrees that Responder is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Responder's officers, employees and/or agents who perform services as set forth in the Agreement. Responder also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Responder, Responder's officers, employees and agents and agrees the County is not responsible for providing any insurance coverage for the benefit of Responder, Responder's officers, employees and agents. Responder hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the County, its board members, officials, employees, insurers, and agents for any alleged injuries that Responder, its officers, employees and/or agents may sustain while performing services under the Agreement. Responder shall exercise general and overall control of its officers and employees.
7. For public safety reasons and to the extent permitted by law, Responder agrees that no one shall be assigned to perform work at the County's facilities on behalf of Responder, Responder's consultants, subcontractors and their respective officers, employees, agents and assigns unless Responder has completed a criminal background investigation for each individual to be performing work at the site. To the extent permitted by law, in the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Responder agrees that the individual shall not be assigned to perform work on or at the County's properties and/or facilities absent prior written consent from the County [and Kendall County Sheriff- if work done at Courthouse or Public Safety Center]. The County, at any time, for any reason and in the County's sole discretion, may require Responder, Responder's contractors, and Responder's subcontractors to remove any individual from performing any further work under this Agreement. Should the County have a complaint regarding the performance of the services or the behavior of Responder's officers, employees, contractors, subcontractors, and/or agents performing services under this Agreement, or should the County request a change in the manner in which services are being performed pursuant to this Agreement, the County shall transmit the same to the Responder's on-site foreman and/or to any other member of Responder's management, who shall take immediate action and shall promptly resolve the problem to the County's satisfaction. Responder's failure to take immediate action and/or to resolve the problem to the County's satisfaction shall be considered a material breach of the Agreement.
8. Responder shall indemnify, hold harmless and defend with counsel of the County's own choosing, the County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Responder of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Responder in its performance under this Agreement or the contract documents. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's

Attorney. Releasees' participation in its defense shall not remove Responder's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

- 9. Responder will obtain and continue in force, during the term of this Agreement, all insurance as set forth below:
  - a. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days' prior written notice, given by the insurance carrier to the County at the address set forth herein.
  - b. Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:
    - i. Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.
    - ii. Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.
    - iii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Responder has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
    - iv. Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if company provides written verification it has no employees.)
    - v. Professional Liability (Errors and Omissions) Insurance: Professional insurance appropriate to Responder's profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
  - c. If Responder maintains broader coverage and/or higher limits than the minimums shown above, the County shall be entitled to the broader coverage and/or the higher limits maintained by the Responder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. The County and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Responder including materials, parts, or equipment furnished in connection with such work or operations. General liability

coverage can be provided in the form of an endorsement to Responder's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- d. For any claims related to this Agreement, the Responder's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Releasees. Any insurance maintained by the Releasees shall be in excess of the Responder's insurance and shall not contribute with it.
- e. Responder hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Responder may acquire against Releasees by virtue of the payment of any loss under such insurance. Responder agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Releasees have received a waiver of subrogation endorsement from the insurer.
- f. Self-insured retentions must be declared to and approved by the County. The County may require the Responder to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County.
- g. If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the Agreement or the beginning of the contracted work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement's effective date, the Responder must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contracted work.
- h. Responder shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Responder's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- i. Subcontractors: Responder shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Responder shall ensure that the County is an additional insured on insurance required from subcontractors.
- j. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, riots or war. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
11. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by the County, the injured party may elect, in accordance with law and any other agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph, “reasonable period of time” will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days.
12. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the County upon written notice delivered to Responder at least thirty (30) days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this paragraph.
13. Responder agrees to comply with all applicable federal, state or local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county, or location where the work is to be performed. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
14. This contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* (“the Act”). The Act requires the Responder and Responder’s contractors and subcontractors to pay their respective laborers, workers and mechanics performing services on this public works project no less than the current “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“Department”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates, and the Responder and Responder’s contractors and subcontractors have an obligation to check the Department’s website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department’s website. The Responder and all of the Responder’s contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage requirements and notice and record keeping duties. Failure to comply with all applicable requirements of the Act will be considered a material breach of this Agreement.
15. When applicable, Responder shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & “Right to Know” law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*



16. Responder, its officers, employees, contractors, subcontractors, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
17. Responder shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Responder shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Responder must have a written sexual harassment policy, which complies with 775 ILCS 15/3.
18. All services to be undertaken by Responder shall be carried out by competent and properly trained personnel of Responder to the highest standards and to the satisfaction of the County. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
19. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
20. This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County Illinois, Twenty-Third Judicial Circuit, State of Illinois.
21. In the event the County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Responder. In the event of a default due to non-appropriation of funds, the County has the right to terminate the Agreement upon providing thirty (30) days written notice to Responder. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
22. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the County, to the County's Representative, **KCFM Director James K. Smiley, 804 W. John St. Suite B., Yorkville, IL 60560** with copy sent to: Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois, 60560, fax (630) 553-4204.

And, in the case of Responder, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

23. Responder certifies that Responder, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (Response rigging or Response rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Responder further certifies by signing the Agreement, the Responder, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig Responses, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Also, by signing this Agreement, Responder affirms that Responder has not made any admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the Responder's company been so convicted nor made such an admission.
24. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Responder or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Responder or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
25. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
26. The Responder will include the following clause in any construction-related contract documents and Responder agrees not to modify or delete it:  
Kotecki Waiver: Responder (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend the County and its past, present and future board members, elected officials, employees, agents and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. Indemnitees are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.
27. Vendor Information Reporting Requirements. Pursuant to 35 ILCS 200/18-50.2, the County must collect and electronically publish certain data from all vendors and subcontractors doing business with the County. To comply with this statutory obligation, the Responder agrees to provide the County with written answers to the following questions within ten (10) business days after the parties' execution of this Agreement:

1. Is the Responder and/or any of the Responder's subcontractors a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons, with Disabilities Act? If so, please describe.
  2. If the answer to Question (1) is "yes", does the Responder and/or any of the Responder's subcontractors hold any certifications for those categories or are they self-certifying? If the entity holds any certifications, please describe with sufficient detail each certification received.
  3. If the Responder and/or the Responder's subcontractors self-certify, do they qualify as a small business under the federal Small Business Administration standards?
28. Responder and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
  29. The County and/or Responder's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
  30. Responder warrants to the County that all construction and related services provided shall be performed in a good workman like manner, in accordance with the terms of the contract documents, and all applicable law, codes, regulations, and other requirements, including safety standards.
  31. If at the time the Agreement is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, (hereinafter referred to as "the Illinois Workers Act"), Responder, its consultants, contractors, subcontractors, and agents agree to employ Illinois laborers on this Project in accordance with the Illinois Workers Act. Responder understands that the Illinois Workers Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." *See* 30 ILCS 570/1. Responder understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.
  32. Responder understands that the County is utilizing funds received pursuant to the American Rescue Plan Act ("ARPA") to pay, in whole or in part, for the services set forth in this Agreement. Thus, Responder agrees to comply with all applicable provisions of the ARPA, all guidance on the ARPA including, but not limited to the Interim Final Rule, issued by the U.S. Department of the Treasury, 2 C.F.R. 200 *et seq.*, and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders related to ARPA funded projects.
  33. It is understood and agreed to by the parties that all contracts entered into by a government body, such as the County, are open to public review and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), any other applicable state or federal law, and/or pursuant to subpoena and/or court order.

- 34. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- 35. The County and the Responder each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement. Furthermore, Responder hereby affirms that Responder is legally authorized to transact business in the State of Illinois.

Agreed, this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Kendall County, IL  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## **Attachment ‘A’**

### **SCOPE OF WORK**

The Responder shall furnish all labor, materials, equipment, and services to fulfill the scope of work as outlined.

The Responder shall provide Kendall County with the name and contact information for the person(s) designated by Responder to be on-site supervising all work performed by Responder’s officers, employees and/or agents pursuant to this Agreement.

#### **Scope Of Work**

##### **Project One**

##### **Needs assessment of the 111 W. Fox St. campus and surrounding sites.**

Kendall County anticipates the needs to consolidate the offices of the County Clerk, County Recorder and Voter Operations into a new standalone facility at the Fox Street Campus and changes to the existing 111 W. Fox St. facility once these departments are relocated. Work will involve meetings with stakeholders, committees and the County Board to assess the needs of all departments at this site. Final recommendations expected are the needs of each department, recommendations specifically for the County Clerk/Recorder and Voter departments as well as recommendations of changes needed to the existing 111 W. Fox St. facility. This includes a master plan for this campus & recommendations for siting a new facility if recommended, estimated cost and timeline for the new facility and for the reconfiguration of the 111 W. Fox St. facility once operations are moved to a new facility.

The project team will include staff from Kendall County Facilities Management (KCFM), Technology Services (KCTS), County Administration and Facilities Committee Chair.

##### **Project Two**

##### **Needs assessment of the Public Safety Center, Facilities Management, Coroner and Emergency Operations Center.**

The Public Safety Center was built in 1992. This facility currently houses the Sheriff’s Office, County Jail, KenCom 911 Center and Kendall County Emergency Operations department.

Currently the Sheriff’s Administrative offices has no room to house individual offices for all management staff and other offices associated with Sheriff’s operations. The office is also lacking dedicated training space for in house staff, management and field

The Facilities Management office was built in 2000. The current facility is shared with Coroner’s office. Facilities Operations are also spread out to the Courthouse and each site at both campuses.

Facilities Management desires to have a facility to house management offices, equipment & vehicle storage and central supplies.

The Coroner’s office houses management offices, morgue and garage.

#### **SubArchitect or Design Firms**

A complete listing of all subArchitect or Design Firms must be included with all Responses. The listing must include the Architect or Design Firms name, operating location, list of work to be completed and their ability to meet Kendall County insurance requirements.

#### **WORKING HOURS**

Normal working hours are Monday – Friday 7:30a.m. – 4:00p.m.

Note: This is a 24/7/365 and other hours can be arranged as needed.

## **Attachment 'B'**

### **PLACES OF SERVICE**

Services performed under this agreement shall be at the following locations:

Kendall County

111 W. Fox St. Campus, Yorkville, IL 60560

Kendall County Rt. 34 Campus

Public Safety Center

1102 Cornell Lane, Yorkville, IL 60560

Kendall County Facilities Management/Coroner's Offices

804 W. John St.

Suites A & B.

Yorkville, IL 60560

## **Attachment 'C'**

### **Miscellaneous**

#### **A. Examination of RFQ Documents**

By submitting a response, the responder represents that it has thoroughly examined and become familiar with the work required under this RFQ and that it is capable of performing quality work to achieve the project's objectives.

#### **B. Addenda/Clarifications**

Any changes to this RFQ will be made by written addendum. No verbal modification will be binding.

#### **C. Pre-Contractual Expenses**

Pre-contractual expenses are defined as expenses incurred by the Proposer in: 1) preparing its response in response to this RFQ; 2) submitting that response to Kendall County; 3) negotiating with Kendall County any matter related to this response; or 4) any other expenses incurred by the Proposer prior to the date of execution of the Proposed Agreement.

Kendall County shall not, in any event, be liable for any pre-contractual expenses incurred by the Proposers in the preparation of their qualifications. Proposers shall not include any such expenses as part of their qualifications.

#### **D. Exceptions and Deviations**

Any exceptions to the requirements in this RFQ, including the language in the contractual terms and conditions in Section V, must be included in the response submitted by the Proposer. Segregate such exceptions as a separate element of the response under the heading "Exceptions and Deviations."

#### **E. Kendall County's Rights**

Kendall County may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by Proposer, and require additional evidence of qualifications to perform the work described in this RFQ. Kendall County reserves the right to:

1. Reject any or all qualifications if such action is in the public interest.
2. Cancel the entire Request for Qualifications.
3. Issue a subsequent Request for Qualifications.
4. Remedy technical errors in the Request for Qualifications process.
5. Appoint evaluation committees to review qualifications.
6. Negotiate with any, all, or none of the RFQ respondents.

## 7. Reject and replace one or more subArchitect or Design Firms.

This RFQ does not commit Kendall County to enter into a contract, nor does it obligate Kendall County to pay for any costs incurred in preparation and submission of qualifications or in anticipation of a contract.

### III. RESPONSE CONTENTS

Qualifications shall be prepared two-sided on 8-1/2" x 11" paper. Use of 11" x 17" fold-out sheets for large tables, charts or diagrams is permissible but should be limited. Index the response and sequentially number all pages throughout or by section.

The response must include, at a minimum, the following sections:

#### 1. Transmittal Letter

Submitted on the firm's official business letterhead. The letter to transmit the response and must identify all materials and enclosures being forwarded collectively as a response to this RFQ.

Include the contact information and identify who specifically will be the contact for questions regarding the response.

#### 2. Firm Introduction

Provide a brief company history and organizational structure of the firm.

An outline of the firm's previous and current projects demonstrating qualifications to provide the scope of services requested by the RFQ.

Provide at least two references from each project used to demonstrate qualifications.

#### 3. Team Introduction

An outline of the firm team personnel assigned to this project. Include staff resumes and current project assignments.

#### 4. Work Plan and Organizational Chart

A detailed work plan that will identify the major tasks in each category in Attachment A – Scope of Services. Include the personnel classification performing the work, the number of hours anticipated for each category, and the total number of hours.

Include a Project organizational chart and general descriptions on firm approach to each category.



## 5. Schedule

Submit a project schedule showing key milestone dates as reflected in the work plan. For this response assume work can begin on March 1, 2022.

### IV. RFQ TENTATIVE SCHEDULE

Kendall County will maintain this schedule for Responder selection:

Issue Request for Qualifications: January 19, 2022

Responses Due: February 7, 2022

Interviews with Project Team Week of February 7, 2022

Presentation to Committee of Whole February 10, 2022

Selection at the County Board meeting February 15, 2022

It is expected that no more than 3 firms will be requested to interview with the Project Team.

Additional details, scheduling, and interview questions will be provided to the firms to be interviewed.

### V. SELECTION

Kendall County representatives will evaluate all qualifications received by the deadline.

The factors on which qualifications will be judged are:

#### 1. Firm Qualifications

- Similar projects and scopes completed
- Current projects being managed
- Ability to complete project in a timely manner

#### 2. Qualifications of Personnel Assigned to the Project

- Experience with similar projects
- Strength of organizational chart

#### 3. Approach and Methodology

- Project team management
- Programming and Cost estimating
- Project communications

#### 4. Demonstration of Project Understanding

- Completeness and clarity of the response
- Understanding the project objective and work tasks
- Proposed level of detail, documentation, and back-up material
- Project work plan and timeline

Selection of the AE Firm for this project will be based on the Request for Qualifications and criteria listed above.

No more than 3 firms from this process will be requested to interview with the Project Team. The top two firms identified by the Project Team will interview with the County Board. The County Board will determine the final rankings of the firms.

Kendall County shall then contact the firm ranked most preferred and attempt to negotiate a contract at a fair and reasonable compensation, taking into account the estimated value, scope, complexity, and professional nature of the services to be rendered.

Should the county and the selected consultant fail to satisfactorily reach agreement to the work plan, including budget, the county may enter into negotiations with the respondent judged second in the evaluation process, or the county may re-advertise for responses.

## **ATTACHMENT D - RESPONSE FORMS**

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# EXHIBIT A — RESPONSE SUBMISSION COVER SHEET

RFQ Number & Name \_\_\_\_\_

Responder Name (printed): \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Clarification Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_ Entity Type: \_\_\_\_\_

Federal Employer Identification Number (FEIN): \_\_\_\_\_

**Any individual signing below hereby certifies they are an authorized representative of Responder and that:**

1. Responder understands and accepts the requirements of this RFQ and all RFQ Documents. By submitting a Responsee, Responder agrees to be bound by all requirements and terms and conditions set forth in the RFQ Documents.
2. Responder acknowledges receipt of any and all Addenda to this RFQ.
3. Responder certifies all contents of the Response (including any other forms or documentation, if required under the Response Documents), and this Response Submission Cover Sheet are truthful and accurate and have been prepared independently from all other Responders, and without collusion, fraud, or other dishonesty.
4. Subject to acceptance by a majority vote of the Kendall County Board, the Responder acknowledges that by submitting this Response and signing in the space below, the Responder is contractually obligated to comply with all items in the RFQ Documents.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
Email Address

# EXHIBIT B - Response Form

RESPONDER'S NAME:

---

KENDALL COUNTY RFQ NUMBER: January 12, 2022

RFQ PROJECT NAME: Professional Design & Engineering Needs Assessment for Kendall County

- 1. PROFESSIONAL REFERENCES:** The undersigned shall provide at least three (3) professional references that can provide Kendall County, Illinois with information regarding the Responder's experience with this type of project, and these professional references are attached to this Response Form.
- 2. COMPLIANCE CERTIFICATIONS:** By initialing below, the undersigned hereby certifies all of the following in accordance with applicable state and federal law:

**COMPLIANCE WITH ILLINOIS DRUG FREE WORKPLACE ACT:** The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

\_\_\_\_\_ (Initials)

**COMPLIANCE WITH THE ILLINOIS HUMAN RIGHTS ACT:** The undersigned does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Illinois Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

The undersigned also further certifies that, pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

\_\_\_\_\_ (Initials)

**CERTIFICATION REGARDING RESPONDER ELIGIBILITY:** The undersigned does hereby certify that it has not been barred from submitting a Response to RFQ's on a public contract as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 33E-4 (Bid

rotating) of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

\_\_\_\_\_ (Initials)

**NON-COLLUSION AFFIDAVIT:** The undersigned's completed Non-Collusion Affidavit is attached to this Response Form.

*This Form and all attachments are respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.*

Responder's Name:

\_\_\_\_\_  
Mailing Address:

\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website: \_\_\_\_\_

Type of Business Organization: *(Check the box that applies)*

- Sole Proprietor
- Corporation
- LLC
- Partnership
- Limited Partnership
- Other: \_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attested by: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C**

**NON-COLLUSION AFFIDAVIT**  
*(Complete and Submit with Response Form)*

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, says that  
he/she is \_\_\_\_\_ of  
\_\_\_\_\_ (sole owner, member of firm, corporate official)  
(individual, firm or corporate name)

which has by the enactment of this document affirmed that he/she, in the preparation of the Response estimates, has not entered into any verbal and/or written agreement with any of the other Responders or their agents for the specific purpose of fixing Responses to benefit him/herself or the firm he/she represents.

The undersigned Responder further certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of government in the State of Illinois, nor has the Responder made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the Responder committed bribery or attempted bribery on behalf of the Responder and pursuant to the direction or authorization of a responsible official of the Responder.

The undersigned Responder further certifies that it is not barred from Responding on this RFQ as a result of a conviction for the violation of state laws prohibiting bid-rigging or bid-rotating.

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public  
(seal)



# EXHIBIT D

## Responder's Professional References

As part of their package, the Responder must provide at least three (3) professional/client references for services the Responder has performed within the past five (5) years that are similar in size, scope, and type of

### Reference #1:

Professional Reference Name:

---

Contact Person's Name:

---

Telephone Number: \_\_\_\_\_

Facsimile Number:

---

Mailing Address: \_\_\_\_\_ Email:

---

Description and date(s) of services:

---

---

### Reference #2:

Professional Reference Name:

---

Contact Person's Name:

---

Telephone Number: \_\_\_\_\_

Facsimile Number:

---

Mailing Address: \_\_\_\_\_ Email:

---

Description and date(s) of services:

---

---

---

**Reference #3:**

Professional Reference Name:

---

Contact Person's Name:

---

Telephone Number: \_\_\_\_\_

---

Facsimile Number:

Mailing Address: \_\_\_\_\_ Email:

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Description and date(s) of services:

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