



REQUEST FOR PROPOSALS

Requesting:	Proposals(s) for the Parking Deck Consulting Services
Issue Date:	Thursday, April 16, 2020
Pre-Proposal Meeting:	N/A
Pre-Proposal Meeting Location:	N/A
Last Date for Questions:	Wednesday, April 22, 2020 by 12:00 p.m.
Addendum Posted:	Friday, April 24, 2020 by 3:00 p.m.
Proposals Due:	Wednesday, April 30, 2020 at 2:00 p.m.
Location:	Village of Oswego 100 Parkers Mill Oswego, IL 60543
Note:	Illinois Prevailing Wage Act(820 ILCS 130/1-12) does not apply

All questions concerning this solicitation shall be submitted via e-mail to Purchasing Manager before the date stated above. A written response in the form of a public addendum will be published on the Village of Oswego website by the said date above.

Contact with anyone other than the Purchasing Manager for matters relative to this solicitation during the solicitation process is prohibited.

Contact for this proposal:
Carri Parker, Purchasing Manager in writing at cparker@oswegoil.org

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LEGAL NOTICE

REQUEST FOR PROPOSAL FOR THE PARKING DECK CONSULTING SERVICES

The Village of Oswego will be accepting proposals for Parking Deck Consulting Services electronically until **Wednesday, April 30, 2020 at 2:00 p.m.**

Proposals must be emailed to Carri Parker, Purchasing Manager, at cparker@oswegoil.org. The subject line must read: Parking Deck Consulting Services Proposal.

Proposal packets are available at www.oswegoil.org under the Business & Development Tab-Proposals & RFPs.

Any questions regarding this legal notice or proposal specifications shall be directed to Carri Parker, Purchasing Manager in writing at cparker@oswegoil.org.

The Firm shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and Village which may in any manner affect the preparation of the proposal or the performance of the agreement.

Carri Parker
Purchasing Manager

SCOPE OF SERVICES

The Village of Oswego (“Village”) is seeking proposals from a firm with expertise in parking decks and similar structures to act as an Owners Representative, providing inspection services during construction of a precast parking deck and consultation services on appurtenances and maintenance.

The Firm shall act in the best interest of the Village to oversee the quality of materials installed; adherence to design plans; adherence to building codes and standards; and assure good construction practices related to the parking garage, its components, and appurtenances.

Attention will be focused on items for which maintenance will be assumed by the Village of Oswego at completion and acceptance of construction, as well as surrounding private side construction that could negatively affect the garage and increase maintenance needs in the future. The Village will expect regular status updates, and to be consulted as construction concerns arise.

Areas include but are not limited to

- Precast walls installation, structural grouting, caulking, and finishes as defined by ACI and PCI
- Precast beams, columns and double T’s
- Precast planks, floors, and roofs
- Cast in place flooring/ceiling mix, quality, and finishing
- Traffic coatings membranes
- Cosmetic repairs or replacements
- Structural repairs or replacements
- Connection failures or fatigue
- Fire and separation assembly
- Conduit, cabling, and electrical wiring
- Electrical control boxes
- Garage door quality, installation, and functioning
- Signage
- Lighting
- Ventilation system and exhaust fans
- HVAC/AC systems
- Sprinkler system
- Security system, including alarms, panic buttons, and cameras
- Computer servers and rooms
- Elevators and controls
- Garage entrance/exit aprons and pedestrian sidewalks
- Car charging systems
- Parking counter system

The two-level, 440 space parking deck is being built by a private Developer under the terms of a private-public agreement and is integrated into a mixed-use building. At acceptance, the Village will assume ownership and maintenance of the parking deck. The Firm shall assist the Village in

identifying long term maintenance responsibilities which will be integrated into a maintenance agreement between the Developer and the Village. Additionally, the Firm shall assist the Village in writing specifications for, and selecting, a parking counter system, and may be requested to assist with acquisition of other appurtenances.

Deliverables

- Construction inspection records and related documentation
- Any technical documentation, owner's manuals, or other documentation collected for components of the parking deck
- Specifications for a parking counter system no later than 6/1/20
- Report on short and long-term maintenance needs, completed by 9/1/20
- Reports related to additional requests for acquisition assistance, as directed by the Village

Anticipated dates

Selecting a parking counter system: Late spring/early summer, 2020 (ASAP)

Development of short- and long-term maintenance plan: Summer, 2020

Acceptance of parking garage: Fall, 2020

Substantial Completion of residential/commercial development: October 2021

I. TERM OF THE AWARD

The initial term of this contract will be for 3 years, from date of award through December 31, 2022. This contract may be extended for up to 2 additional years in increments of one year, provided the vendor performs satisfactorily and there are no changes in the terms, conditions, specifications and pricing structure unless mutually agreed to by the parties.

II. MINIMUM QUALIFICATIONS AND EXPECTATIONS

The following minimum qualifications must be met by proposing vendors in order to be considered:

Staffing:

- A dedicated, and primarily on-site, Owners Representative, responsible for day-to-day communications and coordination, will be provided for the duration of the agreement term. The Owners Representative is preferred to have a minimum of ten years of related experience and three years of management experience related to the construction of parking decks.
- Available staff or sub-consultants, each preferred to have a minimum of 7 years' experience within the related discipline, to evaluate HVAC, structural, and electrical systems.

Availability:

- The scope of services and cost proposal will be developed by the Village project manager and the Firm.

- It is the expectation that the Owners Representative remains involved through final acceptance of the parking deck and remain available on an as-needed basis through the remainder of the contract period.

III. PROPOSAL SUBMISSION

Proposals are requested from qualified Firms to furnish professional services pertinent to the project's scope outlined above. The Village requests that the cost proposals are submitted in a separate document. Please email your qualification proposal and cost proposal to, Carri Parker, Purchasing Manager, cparker@oswegoil.org, no later than **Wednesday, April 30, 2020 at 2:00 p.m.**

Following the review of the Proposals by the Village, Firms may be contacted for additional information or to participate in an interview process.

PROPOSAL REQUIREMENTS

The Proposal outlines the proposer's qualifications and proposed plan for addressing the requested item or service. Technical Proposals should specifically address each of the following elements. Proposer should present their proposal in the same sequence and with the same numbering scheme and headings shown in this section. If the Proposer believes that a subject has been adequately addressed in another part of the Technical Proposal, then a cross-reference to the appropriate part of the narrative must be provided.

I. Capability, Capacity and Qualifications of the Offeror (35%)

A. Overview of the Responding Organization.

Please provide an overview of the company including, but not limited to, the company's legal name and corporate structure, location of headquarters, professional staff and field offices, number of years in business providing the requested services. High scoring proposals will be able to demonstrate longevity of the company and principals with at least 10 years of experience and professionalism in completing various planning, design, and construction projects related to parking structures.

B. Staffing.

Provide an organizational chart indicating the anticipated roles and responsibilities of the project team for planning, design and construction-related activities. High scoring proposals will also provide biographical resumes of potential team members for each of the identified roles. High scoring proposals will also demonstrate that the proposed Construction Manager and other key staff members have experience in performing projects of similar size and scope.

If any portion of the agreement is subcontracted, indicate which team members are subcontractors. If a subcontractor is being used, proposals will demonstrate

that the subcontractors team member(s) have worked with the responding vendor on similar projects in the past.

C. References.

Provide three (3) references from the last five years demonstrating experience. Include the following information: a description of the project including location, client name and contact information, email address, scope of services delivered by your firm, duration of service, final firm fee and construction cost. High scoring proposals will provide references that include successful projects of a similar size and scope.

If any aspect of the project is subcontracted, please provide at least three (3) references for the subcontractor. The references should include client name, contact person, phone number, email address, scope of services provided, and length of time services were provided. High scoring proposals with subcontractors will include projects that the proposer and subcontractor have worked on together in the past.

II. Suitability and Quality of the Approach (30%)

A. Project Management Philosophy.

Provide your company's project management philosophy when conducting facility assessments, design and construction management. High scoring proposals will demonstrate a comprehensive knowledge of project management principles and how they are similar or different depending on the type of work being performed.

B. Project Approach.

Describe your general approach to completing each of the following project types:

1. Facility assessment
2. Construction Management
3. Construction inspection

High scoring proposals will describe the tasks and subtasks associated with each project, how team members are selected and other considerations that could impact the success of the project.

III. Milestones and Deliverables (20%)

A. QA/QC Considerations

Please provide a sample QA/QC document used during a typical commercial parking deck project. High scoring proposal will include detailed information on tolerance(s) of selected materials and inspection of workmanship.

B. Lifecycle Maintenance Chart

Provide a lifecycle maintenance chart for a precast double tee parking structure. High scoring proposal will include detailed information on annual maintenance and inspections with minimal impact to available parking as well as larger maintenance projects that require closure to the public.

IV. Outcomes to be Achieved (15%)

- A. Describe how your firm will be able to achieve the outcomes described in the Scope of Services/Desired Outcomes. High scoring proposals will be able to provide specific information that demonstrates alignment with desired outcomes specified in Scope of Services/Outcomes Desired.

PRICING ELEMENTS AND ASSUMPTIONS FOR PROPOSERS

Pricing Proposal will be evaluated as part of the Suitability and Quality of the Approach criterion during the proposal and interview evaluations.

The proposers should consider the following as they develop their pricing proposals:

- No project specific pricing proposals will be provided as part of this RFP.
- Proposers shall provide the hourly rates for every job title that could potentially work on a project.
- Proposers shall indicate if they will require annual rate adjustments and the maximum annual adjustments, if applicable.
- Historically the Village has not paid travel costs for this type of service.
- It is the Village's expectation that the pricing proposal will be further refined throughout the course of the procurement process as the scope of services is more clearly defined.

SELECTION CRITERIA AND PROCESS

A selection committee comprised of Village staff will review, evaluate and score all proposals and interviews based on the criteria.

The Selection Committee may conduct discussions with any proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Selection Committee shall not disclose any information derived from one proposer to any other proposer.

I. SELECTION PROCESS

The awarded proposer will be selected based on a three-phase evaluation process.

Phase 1 – Technical Proposal Evaluation

This phase will serve to shortlist the responding proposers to enter into the interview phase. The selection committee will review, evaluate and score all of the proposals based upon the information provided in the proposal using the criteria and weights defined above. The top

proposers with the highest evaluation scores may be invited to interview with the selection committee.

Phase 2 – Interviews

If the Village decides to conduct interviews, the shortlisted proposers will be scheduled to attend interviews with the selection committee (and SMEs, if applicable). Proposed Owners Representative and Structural Engineer as named in the proposals, are required to be in attendance. Other key team members are strongly encouraged to be present as well.

Following the interviews, the shortlisted candidates may be re-scored by the committee using the criteria and weights defined above to finalize the qualification scores.

Phase 3 – Scope and Agreement Negotiations

The proposer with the highest qualification score will be invited to enter into negotiations with the Village regarding the scope of services and agreement. Failure to reach consensus will result in the proposer not being considered further; the Village may elect to begin negotiations with the proposer with the second-highest qualification score or conduct a new procurement.

Following the completion of this phase, Village staff will recommend the selected proposer for Village Council/City Manager approval.

EXHIBIT A – GENERAL TERMS AND CONDITIONS

BY SUBMITTING A RESPONSE, THE PROPOSER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. PROPOSERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING PROPOSALS, FAILURE TO DO SO WILL BE AT THE PROPOSER'S OWN RISK AND HE CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

Interpretation of Documents: Each request for interpretation of the Documents shall be made in writing. Interpretations and supplemental instructions will be in the form of written addenda to the Agreement Documents. An addendum, if deemed necessary, will be posted on the website, <http://www.oswego.il.org/business-and-development/proposals-and-rfps.aspx>. Price proposals must be sent in a separate sealed envelope.

Submittal of Proposal: Proposals must be submitted to the attention of Carri Parker, Purchasing Manager, at the address, date and time as stated in the legal notice. Proposals arriving after the specified time will not be accepted. Mailed proposals that are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Firms should carefully consider all delivery options (US Postal Service, UPS, Federal Express, Emery Express, private delivery service, etc.) and select a method that will successfully deliver their proposal by the required time and date.

Withdrawal of Proposal: Firms may withdraw or cancel their proposal, in written form, at any time prior to the scheduled time for the opening of the proposals.

Firm Qualifications: No award will be made to any Firm who cannot satisfy the Village that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The Village' decision or judgment on these matters shall be final, conclusive, and binding.

Preparation of Proposal: The Firms submittal shall include all requirements of the specification as found in the proposal documents. The Village will strictly hold the Firm to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the Firm.

Compliance with Laws: The Firm shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of proposals or the performance of the agreement.

Addendum: Any addendum issued in response to a proposer's question(s) shall be posted on the Village's website. No addendum will be posted within three business days of the proposal due date.

Samples: Samples or drawings requested shall be delivered free of charge with the proposal. Rejected samples shall be removed by the proposer at his own expense after receipt of same. Accepted samples will be retained during the life of the contract.

Alternates: Any reference in these specifications to the manufacturer's name, trade name, or catalog number, unless otherwise specified, is intended as a standard only. The Village' written decision of approval or disapproval of the proposed substitute shall be final.

Alternate proposals will be considered only if received prior to the time stated for receipt of proposals. Submit alternate proposals in a sealed envelope, identified as required for proposals except that the phrase "Alternate Proposal" shall be used. Firms are cautioned that, if the alternate proposal involves an increase in the proposal sum, the proposal deposit, if required, shall be ample or be increased to cover the alternate base proposal sum or the entire proposal may be rejected.

Proposal Review: The Village reserves the right to reject any or all proposals and/or to waive any irregularities or disregard any informality on the proposals when, in its opinion, the best interest of the Village will be served by such action. Furthermore, the Village reserves the right to award each item to a different Firm, or all items to a single Firm unless otherwise noted in the specification. The Village may determine as follows: 1) an equal or alternative is a satisfactory substitute, 2) an early delivery date is entitled to more consideration than price, 3) an early delivery date is to be disregarded because of the reputation of the Firm for not meeting delivery dates, 4) a Firm is not a responsible Firm, and 5) what exceptions or deviations from the written specifications will be accepted.

Rights of Review: The Village of Oswego reserves the right to reject any or all quotes or to request additional information from any or all applicants as determined to be in the best interest of the Village.

Proposal Execution: The Firm chosen will be required to enter into an agreement with the Village of Oswego for the proposed work prior to the commencement of any work. The Firm chosen will also be required to provide a certificate of insurance demonstrating compliance with the minimum insurance requirements.

The Village reserves the right to negotiate the final terms and conditions of the agreement to be executed. If the Village and Firm are unable to agree upon the agreement, the Village reserves the right to discontinue negotiations, select another Firm or reject proposals. Upon completion of negotiations agreeable to the Village and the Firm, a agreement shall be executed.

Proposal Award: Upon successful responses and reference verification, a recommendation by the Village staff to the Village Board will be made to authorize the award of the agreement to the selected Firm.

Proposal Results: Following the proposal opening and review, pending agreement awards will be posted on the Village' current web site at <http://www.oswegoil.org/business-and-development/proposals-and-rfps.aspx>.

Delivery: Where applicable, all materials shipped to the Village must be shipped F.O.B. delivered, designated location, Oswego, Illinois. If delivery is made by truck, arrangements must be made in advance by the Firm with concurrence by the Village for receipt of the materials. The materials must then be delivered where directed. Truck deliveries will be accepted at Public Works between 7:00 a.m. and 3:30 p.m. and all other Village locations between 8:00 a.m. and 4:00 p.m. weekdays only.

Inspections: The Village shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the entire expense of the successful Firm.

Changes in Work: If Village finds it necessary to require corrections to completed work due to errors made by the Firm; the Firm shall correct the work at no additional cost to the Village. If Village requires changes for previously accepted work, the Firm shall make such changes as directed by the Village and will be compensated at the same rates established in the proposal.

Guarantees and Warranties: All guarantees, and warranties required shall be furnished by the Firm and shall be delivered to the Village before the final payment on the agreement is issued.

Cancellation of award/termination: In the event, any of the provisions of this proposal is violated by the Firm(s), the Purchasing Department will give written notice to the Firm(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the Village for immediate cancellation. Upon cancellation hereunder, the Village may pursue any and all legal remedies as provided herein and by law.

The Village reserves the right to terminate any agreement resulting from this RFP, at any time and for any reason, upon giving 90 days prior written notice to the other party. If said agreement should be terminated for convenience as provided herein, the Village will be relieved of all obligations under said agreement. The Village will only be required to pay to the Firm(s) that the amount of the agreement actually performed to the date of termination. Access to any and all work papers will be provided to the Village after the termination of the agreement.

The awardee(s) will have the option to terminate the agreement upon written notice to the Purchasing Manager. Such notice must be received at least 90 days prior to the effective date of termination.

Cancellation of the agreement by awardee may result in removal from the Firm list for a period of three years.

Documentation: When the written specification requires the Firm to submit written findings or analysis reports with their proposal submittal, the Firm shall provide the full document to the Village electronically as a PDF file on flash drive.

Proposal Ownership: All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the Village and will not be returned to the proposer.

Default: In the event that the awarded Firm(s) should breach this agreement the Village reserves the right to seek remedies in law and/or in equity.

Legal Requirements: It shall be the responsibility of the Firm to be knowledgeable of all federal, state, county and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Firm(s) will in no way be a cause for relief from responsibility.

Firm(s) doing business with the Village are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

Federal and State Tax: The Village is exempt from federal and state taxes for tangible personal property. Firm(s) doing business with the Village will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Village, nor will any Firm be authorized to use the Village' Tax Exemption Number in securing such materials.

Conflict of Interest: All Firms must disclose the name of any officer, director, or agent who is also an employee of the Village. All Firms must disclose the name of any Village employee who owns, directly or indirectly, any interest in the Firms' business or any of its branches.