County of McHenry
Request for Qualifications

RFQ#13-31

24-Hour ADT Traffic Counts - Various Locations on the McHenry County Highway System

April 19, 2013

This Request for Qualification based submittal (RFQ) is for the purpose of contracting with a qualified engineering firm to assist the County of McHenry in performing 24-hour ADT traffic counts at various locations on the McHenry County Highway System. The project consists of performing 24-hour volume, speed, and classification counts on McHenry County highways. The locations shall be determined by the McHenry County Division of Transportation. The approximate number of counts needed is 250. It is the intent to solicit interest from those firms that are prequalified by the Illinois Department of Transportation to perform this type of work.

GENERAL REQUIREMENTS: This is a Request for Qualifications (see attached). Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made. **One (1) original and three (3) hard copies and one (1) PDF copy on CD of the complete proposal are to be submitted. The PDF file shall be named using the following format: ConsultantName_2013TrafficCount_RFQ.**

SUBMISSION LOCATION:

Mail/Overnights:
McHenry County Purchasing
2200 N Seminary Ave #200
Woodstock IL 60098
In Person:
McHenry County Purchasing
667 Ware Road #200
Woodstock IL 60098

Phone: 815-334-4818
Fax: 815-334-4680

CONTACT PERSON: Mr. Donald Gray
Director of Purchasing

SUBMISSION DATE AND TIME: **2:00 PM (CST)—May 7, 2013**

Qualifications received after the submittal time will be rejected and returned unopened to the sender. (See attached schedule of events)

SCHEDULE OF EVENTS	
April 19, 2013----------	RFQ Available
April 26, 2013 ----------	Vendors Questions Submitted via fax to 815-334-4680 by 4:00 P.M.(CST)
May 1, 2013----------	Vendors Questions Answered via fax and Posted on Website by 4:00 P.M.(CST)
May 7, 2013----------	RFQ due in Purchasing at 2:00 P.M.(CST)
May 7, 2013 to June 4, 2013----------	Staff Evaluation
June 5, 2013----------	Recommendation made to Transportation Committee
July, 2013----------	Anticipated Notice to Proceed

GENERAL INFORMATION

Request for Qualifications

Definition: Request for Qualifications (RFQ) is a method of procurement permitting discussions with responsible Offeror and revisions to Qualifications prior to award of a contract. Qualifications will be opened and evaluated in private. **Award** will be based on the criteria set forth herein.

Receipt and Handling of Qualifications: Qualifications shall be opened in private by the Evaluation Committee to avoid disclosure of contents to competing Offerors.

Evaluation of Proposal: The Qualifications submitted by Offerors shall be evaluated solely in accordance with the criteria set forth in the RFQ.

Discussion of Proposal: The Evaluation Committee may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Qualifications. During the course of such discussions, the Evaluation Committee shall not disclose any information derived from one proposal to any other Offeror.

Negotiations: The County of McHenry reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFQ. The County may require the RFQ and the offeror's proposal be incorporated in full or in part as Contract Documents. This implies that this RFQ and all responses, supplemental information, and other submissions provided by the Offeror during discussions or negotiations may be held by the County of McHenry as contractually binding on the successful Offeror.

Notice of Unacceptable Proposal: When the Evaluation Committee determines an Offeror's proposal to be unacceptable, such Offeror shall not be afforded an additional opportunity to supplement its proposal.

TERMS AND CONDITIONS

Authority: This Request for Qualifications is issued pursuant to applicable provisions of the ***McHenry County Purchasing Ordinance***, approved December 1, 2006. This ordinance is incorporated by reference into this RFQ as if it were contained herein. If you desire a copy of this ordinance, please visit the website at www.co.mchenry.il.us (listed under BIDS/RFP Heading)

Reserved Rights: The County of McHenry reserves the right at any time and for any reason to cancel this Request for Proposal, to reject any or all Qualifications, or to accept an alternate proposal. The County reserves the right to waive any immaterial defect in any proposal. ***Unless otherwise specified by the offeror, the County has no less than ninety (90) days to accept.*** The County may seek clarification from an Offeror at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

Incurred Costs: The County of McHenry will not be liable in any way for any costs incurred by respondents in replying to this RFQ.

Award: Award shall be made by the McHenry County Board to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation criteria set forth herein below.

Non Discrimination: Contractor 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 Contractor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Contractor must have a written sexual harassment policy, which meets Illinois State Statutes, 775 ILCS, 15/3.

Security: The contractor represents and warrants to the County of McHenry that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the County of McHenry that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the County of McHenry, the Corporate Authorities, and all County of McHenry elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

Purchase Extension: This contract shall be offered for purchases to be made by other counties and governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the Offeror. The County of McHenry shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.

Prevailing Wage: The State of Illinois requires under Public Works contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act (820 ILCS 130) as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. A copy of the prevailing wage rates is posted on the McHenry County website at www.co.mchenry.il.us under BIDS and RFP's. If wage rates change during the course of the project, the new rates will be available in the County of McHenry Purchasing Office. Contractors may access the Illinois Department of Labor website for updates www.state.il.us/agency/idol.

It shall also be mandatory upon the contractor to whom the contract is awarded to insert into each subcontract and into the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract. It shall also be mandatory upon each subcontractor to cause to be inserted into each lower tiered subcontract and into the project specifications for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers workers, and mechanics performing work under the contract. A contractor or subcontractor who fails to comply is in violation of the Act.

Special Provision for Wages of Employees on Public Works: The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wags required; and (iii) the contractor or subcontractor is aware that filing a certified payroll that her or she knows to be false is a Class B misdemeanor.

Procurement of Green Products and Technologies: As approved by the McHenry County Board in April 2008, it is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products. The County should strive to influence private purchases through the example of using government specifications and standards that are green or environmentally friendly when making its purchases.

Whenever available and cost-justified, the County should purchase those materials including the purchase of recycled products containing post-consumer materials rather than residual materials resulting from the processing or manufacturing from another product. To the extent practicable, all products standards shall emphasize functional or performance criteria which do not discriminate against the use of recycled materials.

McHenry County should cooperate to the greatest extent feasible with other governments and organizations to develop a comprehensive, consistent, and effective procurement effort intended to stimulate the market for recycled products, reusable products, products designed to be recycled, and other environmentally responsible products.

McHenry County shall continue to participate in and shall encourage other public jurisdictions to participate with the County in the purchase of products containing recycled content. Participation in such cooperative systems shall be aimed at obtaining maximum practical recycled content in County purchases, to obtain best available price for products with recycled content, to facilitate or encourage lower prices industry-wide and to encourage development of industries and markets dealing with recycled content products.

Procurement of Products That Are Energy Star Qualified: McHenry County shall select, where life cycle and cost-effective, ENERGY STAR and other energy efficient products, when acquiring energy-using products. This information will be required by the bidder in their bid submittal.

ADDENDUM: Should the Offeror require any additional information about this RFQ, please fax to Purchasing (815-334-4680) any questions by the deadline as outlined in the schedule of events. ANY AND ALL changes to these specifications are valid only if they are included by Written Addendum to All Bidders. NO interpretation of the meaning of the plans,

specifications, or other contract documents will be made orally. If required, all addenda will be faxed to bidder if a Notice of Intent to Bid has been completed and faxed to the Purchasing Office. In addition, all addenda are posted on the County of McHenry's website. Failure of the bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this RFQ as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused by a bidder to improperly submit a bid.

Taxes: The County of McHenry is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax.

Payments: The Contractor shall furnish the County with an itemized invoice. Payment shall be made in accordance with applicable provisions of the "Local Government Prompt Payment Act."

Contractor Responsibilities: The selected Contractor will be required to assume responsibility for all services offered in this proposal. The County will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Any contract resulting from this RFQ may not be assigned, in whole or in part without written consent of the County. If the Contractor attempts to make such an assignment without the written consent of the County, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

Interpretation or Correction of Request for Qualifications: Offerors shall promptly notify the Director of Purchasing of any ambiguity, inconsistency or error which they may discover upon examination of the Requests for Qualifications.

Interpretations, corrections, and changes to the Request for Qualifications will be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding.

Law Governing: Any contract resulting from this RFQ shall be governed by and construed according to the laws of the State of Illinois. Venue for disputes will be McHenry County, Illinois.

Recourse for Unsatisfactory Materials: Payment shall be contingent upon the County's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the County's satisfaction by the successful bidder at no additional charge.

Cancellation: Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The County will give written notice of unsatisfactory performance and the contractor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, the County deems the contractor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the County's right to seek any other remedies allowed by law.

Rejection Of Bids/RFQ's, Waiver Of Irregularities: McHenry County reserves the right to reject any or all bids/RFQ's, to waive irregularities, and to accept that bid/RFQ which is considered to be in the best interest of the County. Any such decision shall be considered final.

Insurance:

General: The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is

issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

(a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

$500,000 per occurrence and $1,000,000 in the aggregate;

(b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

$300,000 per occurrence combined single limit for:
Bodily Injury Liability and Property Damage Liability;

(c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of $100,000 for each incident.

Certificate of Insurance: The successful bidder agrees that with respect to the above-required insurance that:

(a) The County of McHenry shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;

(b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;

(c) The County of McHenry shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;

(d) Subcontractors, if any, comply with the same insurance requirements; and

(e) have McHenry County named as an additional insured and the address for certificate holder ***must read*** exactly as:

County of McHenry, **a body politic**
2200 N. Seminary Avenue
Woodstock, IL 60098

(f) Insurance Notices and Certificates of Insurance shall be provided to:

McHenry County, Purchasing Department
2200 N. Seminary Avenue, Room 200

The County shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of this Agreement and thereafter with the certificated evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

The County shall be named as additional insured on all liability policies, and the parties acknowledge that any insurance maintained by the County shall apply in excess of, and not contribute to, insurance provided by successful bidder.
The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company. The County shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change, and said notification requirements shall be stated on the Certificate of Insurance.

Acceptance or approval of insurance shall in no way modify or change the indemnity or hold harmless clauses in this agreement, which shall continue in full force and effect.

Hold Harmless Clause: The Contractor agrees to indemnify, save harmless and defend the County of McHenry, their agents, servants, and employees, and each of them against and hold them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County of McHenry, their agents, servants, or employees or any other person indemnified hereunder.

Choice of Law and Venue: Any disputes under a resulting contract, will be resolved in the County of McHenry, Illinois. Any resulting contract shall be governed under the laws of the State of Illinois.

Evaluation: Evaluation of Qualifications will be done by the County staff. Qualifications will be evaluated on experience in doing projects of a similar nature and adherence to specifications. These criteria are to be utilized in the evaluation of qualifications for development of the short list of offerors to be considered for interviews and/or potential negotiations. Individual criteria may in all probability be assigned varying weights at the County's discretion to reflect relative importance. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

1. Experience/qualifications of Offeror: Offeror's abilities and specific experience; proposed staff and specific staff experience; years in business experience with contracts for services similar in scope. (This includes resumes of all staff to be assigned to County projects).
2. Proposed methodology to complete the services.
3. Capabilities features of the proposed services and the degree to which the services meet the needs of the County.
4. References of only similar contracts. The offeror must have a demonstrated history of professional, reliable and dependable service to governmental entities.

5. Demonstrated quality assurance procedures and schedule to ensure a timely, effective and professional provision of services.

Selection Procedure: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting Qualifications, on the basis of the factors involved in the RFQ. Negotiations shall then be conducted with each of the offerors if so selected. Price shall be considered, but will not be the sole determining factor. After negotiations are conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal and award the contract to that offeror.

Award: It is the intent of the County of McHenry to award this RFQ to the lowest, responsible, responsive Offeror whose proposal meets or exceeds the requirements as outlined herein. Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFQ, and other information or factors deemed relevant by the County, shall be used in the final award decision.

References: A minimum of three (3) references where services of a similar nature have been provided must be listed as required herein.

DIRECTIONS FOR SUBMISSION:

Qualified individuals or firms are to submit **One (1) original and three (3) hard copies and one (1) PDF copy on CD of the complete proposal to**:

Mr. Donald Gray
Director of Purchasing
McHenry County Administration Building
2200 N. Seminary Avenue, Room 200
Woodstock, Illinois 60098

All data and documentation submitted as part of this RFQ shall become the property of McHenry County, Illinois. After award of this contract, all responses, documents, and materials contained in the RFQ shall be considered public information and will be made available for inspection in accordance with the Illinois Freedom of Information Act.

All qualifications must be received by **2:00 p.m. (CST) on May 7, 2013**. Absolutely no proposal will be accepted after the time specified. Late qualifications shall be rejected and returned unopened to the sender. The County of McHenry does not prescribe the method by which qualifications are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of reason, in the transmission of qualifications.

QUALIFICATIONS ENVELOPES ARE TO BE CLEARLY MARKED WITH THE RFQ TITLE, TIME & DATE OF OPENING.

	YES	NO
Does your company have a formal safety policy and your employees participate in safety training?		
Upon request, would you be able to provide the County with a copy of your safety policy?		

- PROJECT DESCRIPTION –

Due to the significant volumes of traffic on the McHenry County Highway System, it is the intent of the McHenry County Division of Transportation to hire a consulting engineering firm to perform 24-hour ADT traffic counts at various locations throughout the McHenry County Highway System (approximately 250 locations).

The anticipated scope of work for this project will be to perform volume, speed, and classification traffic counts to be completed by October 15, 2013.

McHenry County will assist the consultant with obtaining the following information:

- Location map of all the 24-hour counts to be performed

Additional Work that should be included in the Scope of Services:

- Performance of volume, speed, and classification counts using International Road Dynamics Inc. (formerly PAT America) brand traffic counters, which is the brand of counters currently used by the McHenry County Division of Transportation
- Traffic shall be counted on any Tuesday, Wednesday, or Thursday excluding holidays
- Successive counts on the same road shall be performed on the same day as directed by the McHenry County Division of Transportation
- All data files to be saved in Microsoft Excel format (example will be provided by the McHenry County Division of Transportation) and turned over to the McHenry County Division of Transportation on CD ROM for all counts performed in both Excel and Adobe PDF format.

-END OF PROJECT DESCRIPTION-

SUBMITTAL FORMAT REQUIREMENTS

In preparing submittals for McHenry County, the following requirements must be adhered to:

- Include a Table of Contents with page numbers, identifying the approach, exhibits, resumes, etc.

- The consultant, in responding to the RFQ, shall demonstrate a clear vision of the desired project outcome, as well as the methodologies and philosophies necessary to achieve the desired outcome. "Boiler-plate" type submittals typically do not rank high. Submittals that demonstrate creative, unique, and cost effective philosophies and experience typically rank higher than "boiler-plate" approaches.

- The consultant will submit an organizational chart of the staff that will work on the project, relating how each staff member will relate to each other, subcontractors (if necessary) of the firm and any branch offices of the firm as applicable.

- Project Manager/key staff members must be clearly identified in the RFQ, and the resumes of the *Project Manager* and *key staff* must be included. The resumes for each key team member shall not exceed **ONE** page (single sided), and should include only the similar experience relevant to the task(s). Do not include resumes of personnel who are part of the firm, but will not be involved in a majority of the project work.

- All resumes shall **CLEARLY** differentiate between work experience gained at the current firm and work experience gained while working for other firms. Resumes should indicate the number of years of experience in the field and number of years of experience with the firm for each project team member. Professional Registration information shall also be provided.

- List and describe in a short paragraph (1/2 page single sided max.) up to a maximum of seven similar or more complex projects completed within the last five years in northern Illinois. Also include a maximum of three less complex projects (1/2 page single sided max.) also completed in the last five years in northern Illinois. The purpose of this section is to evaluate the firm's recent experience performing similar projects as it pertains to the application to this project.

- Any work that is to be subcontracted or performed by others in a "team" proposal shall be clearly defined. Background and resumes for key individuals on the "team" from other firms or sub-consultants shall also be included for review by the County. Subconsultant resumes shall conform to the same format dictated for the consultant. Please note that County welcomes both individual and "team" submittals and offers both the same fair and equitable treatment.

THIS PAGE IS MANDATORY.

REFERENCES

List three (3) references that you have done similar work, service or supplied similar products to within the last twelve (12) months (Only correct contact names and phone numbers will be acceptable).

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

AUTHORIZED NEGOTIATORS:

Name: _____

Phone # _____

Title: _____

Name: _____

Phone # _____

Title: _____

THIS PAGE IS MANDATORY.

RUBBER STAMPED, FAXED, COPIED, OR TYPED SIGNATURE WILL DISQUALIFY YOUR BID MUST BE AN ORIGINAL SIGNATURE

CERTIFICATIONS

Vendor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended. _____ Yes _____ No

Vendor certifies that it is aware that all contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) _____ Yes _____ No

Under penalties of perjury, I certify that _____is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

___Individual
___Sole Proprietorship
___*Partnership
___**Corporation
___Not-for-Profit Corporation
___Medical and Health Care Services Provider Corporation
___Real Estate Agent
___Government Entity
___Tax Exempt Organization (IRC 501(a) only)
___Trust or Estate

*State full names, titles and addresses of all responsible principles and/or partners on attached sheet.

**State of Incorporation _____

_____
(Individual - Partnership - Company - Corporation)

_____
(Business Address)

_____
(City, State, and Zip Code)

_____
(By Signature) (Title)

_____
(Witness Signature) (Title)

_____
(Telephone No) (Fax No)

_____
(Date) End of Document