



Request for Proposal 22-25

**Architectural and Engineering
Design Services for New Fire Stations
No. 4, No. 9 and No. 13**

PROPOSALS DUE

12:00 pm, Friday, June 10, 2022

**City of Aurora
Purchasing Division
44 E Downer Place
Aurora, Illinois**

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 22-25
Architectural and Engineering Design Services

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CITY OF AURORA
REQUEST FOR PROPOSAL 22-25
Architectural and Engineering
Design Services for New Fire Stations No. 4, No. 9 and No. 13

The City of Aurora invites proposals for the anticipated hire of a Professional Architectural Services Consultant for Architectural and Engineering Design Services for New Fire Stations No. 4, No. 9 and No. 13 in Aurora, Illinois.

Sealed Proposals will be received at the City of Aurora, Attn: Purchasing Division, 44 East Downer Place, Aurora, Illinois 60507, until 12:00 p.m., CST, Friday, June 10, 2022. NO Late Proposals will be accepted.

Attached please find specifications and other pertinent documents necessary for you to respond to this Request for Proposal (RFP).

A pre-submittal meeting will be held at the date, time, and location set out below. Attendance at the meeting is recommended, but not mandatory; however, meeting minutes will not be issued.

Date: Thursday, May 26, 2022
Time: 9:00 a.m. (CST)
Location: City of Aurora City Hall Council Chambers
44 E. Downer Place
Aurora, IL 60505

Each proposal must be placed in an envelope, sealed, and clearly marked on the outside: "22-25 Proposal for Architectural and Engineering Design Services for New Fire Stations." The outside of the envelope also must be clearly labeled with the proposer company name and address.

Any Respondent who owes the City money may be disqualified at the City's discretion.

Inquires and/or questions pertaining to the provisions and specifications of this request for proposal package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora.il.us. Questions will be accepted until, 12:00 p.m. CST, May 31, 2022. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 5:00 p.m. CST, Thursday, June 2, 2022. **NO questions will be accepted or answered verbally. No questions will be accepted or answered after the May 31, 2022 12:00 p.m. cut-off date/time.**

To ensure receiving responses to questions submitted, prospective RFP Respondents need to register their interest in the RFP with the City of Aurora Purchasing Division giving a name, address or E-mail address as to where questions and responses shall be directed in writing at PurchasingDL@aurora.il.us by the questions deadline date and time May 31, 2022, 12:00 p.m.

Any RFP Respondent not registering shall be deemed to have full knowledge of questions and responses when submitting their proposal.

Sufficient proof of liability and workmen's compensation must be furnished to satisfy requirements of the City of Aurora.

The City of Aurora encourages minority business firms to submit proposals and encourages the successful firm to utilize minority businesses as applicable.

The City of Aurora reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals. Unless otherwise specified by the Proposer or the City, the City reserves the right to hold the best proposals for ninety (90) days from the opening date set forth above. The City may seek clarification from any proposer at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the proposal to the lowest responsible Proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

CITY OF AURORA

Jolene Coulter
Director of Purchasing

PROPOSER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of RFP papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Proposer is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

NAME OF CORPORATE/COMPANY OFFICIAL _____
PLEASE TYPE OR PRINT CLEARLY

TITLE _____

AUTHORIZED OFFICIAL SIGNATURE _____

DATE _____

TELEPHONE (____)_____

Subscribed and Sworn to
Before me this ____ day
of _____, 2022

Notary Public

STATE OF ILLINOIS)
) ss.
County of Kane)

PROPOSER'S TAX CERTIFICATION

(PROPOSER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the PROPOSER, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Proposer deposes, states and certifies that Proposer is not barred from bidding with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Proposer is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this _____ day of _____, 2022.

By _____
(Signature of Proposer's Executing Officer)

(Print name of Proposer's Executing Officer)

(Title)

ATTEST/WITNESS:

By _____

Title _____

Subscribed and sworn to before me this
_____ day of _____, 2022.

Notary Public
(SEAL)

**CITY OF AURORA
Request for Proposal 22-25
Architectural and Engineering
Design Services for New Fire Stations No. 4, No. 9 and No. 13**

1. INTRODUCTION

1.1 Brief Overview of the Project:

The City of Aurora is soliciting proposals from professional architecture and engineering consultants interested in providing complete design services for the construction of three new fire stations approved over the next few years.

- Fire Station No. 4, will be located near the Aurora Police Department on Indian Trail, Aurora, Illinois. The existing Fire Station No. 4 was originally built in the 1960s, no longer meets the needs of a modern fire department, and will be replaced by the proposed new fire station on the existing site. It is the intent of the Aurora Fire Department to keep the existing building operational during construction. The City is still evaluating demolishing/repurposing/selling the property following relocation into the proposed new fire station.
- Fire Station No. 9, will be located at a site TBD, Aurora, Illinois. The existing Fire Station No. 9 was originally built in the 1990s, no longer meets the needs of a modern fire department, and will be replaced by the proposed new fire station on the existing site. It is the intent of the Aurora Fire Department to keep the existing building operational during construction. The City is still evaluating demolishing/repurposing/selling the property following relocation into the proposed new fire station.
- Fire Station No. 13, will be located at the southwest corner Bilter Road and Nan Street, Aurora, Illinois. This will be a new fire station built to better respond to the needs of the community.

The City anticipates retaining professional design services to provide the Scope of Services outlined in this RFP. Architectural firms and team members with significant experience in planning, design, and construction administration of projects with similar characteristics will be given prime consideration for this project. Those firms or joint ventures that participate in this RFP process will be referred to as "Respondents". "Respondent" and its subconsultants shall be referred to collectively as the "Design Team". The successful firm or joint venture will be referred to, in the RFP, as the "Architect".

The successful Architect will be responsible for the coordination of all aspects of the design with the City of Aurora, Aurora Fire Department, sub consultants, outside agencies, contractors and others. Those interested in submitting a proposal shall have experience with the design and construction of Fire Department, Public Safety Facilities, and municipal government agencies and be able to assemble the appropriate support and complementary consultants to complete a quality fire station.

Services may include, but are not limited to:

- Project schedules (time frames);
- Surveys—site (boundary), tree (if necessary), topographical, and geotechnical;
- Complete design, including civil, structural, architectural, and mechanical;
- Site plans depicting locations of all utilities, amenities, setbacks, etc.;

- Design of all site improvements, including but not limited to, parking and landscaping;
- Interior design services, space design and programming;
- Conceptual drawings and renderings, including interior and facade design/redesign;
- Participate in any required public hearings, and internal review of plans;
- HVAC, electrical, lighting, mechanical, and plumbing systems;
- Life/Fire safety systems;
- Emergency Power Generation system (diesel fuel) to power the entire building;
- Technology/AV/Communications/Security Design;
- Access to spaces in compliance with ADA and accessibility codes;
- Signage;
- Furniture, Fixtures, and Equipment;
- Cost estimates and preliminary construction schedule estimates;
- Construction drawings and specifications suitable for permitting;
- Addressing all permitting issues;
- Development of complete solicitation documents;
- Review of questions during solicitation, and preparation of addenda;
- Comprehensive evaluation of bid responses, and preparation of recommendation for award;
- Construction supervision/administration/management; and
- Job close-out and as-built drawings, to include update of plans to ensure next project benefits from changes or errors encountered in previous solicitations and construction.

1.2 Corporate Profile:

The City of Aurora dates back to April of 1834 when Joseph McCarty settled on the island, which is now the site of downtown Aurora. The Fox River location was an ideal place for a new community and it was not long before it became a permanent settlement. In 1837, when a Post Office was established, the village became Aurora, goddess of the dawn. Later, when the city was the first in the United States to use electric lights for lighting the entire city, it achieved the nickname of “City of Lights”.

The modest camp of 1834 has grown into a teeming city. With a population of approximately 200,456, the city has steadily grown throughout the years to become the second largest city in the state.

The city is accessible through five interchanges on the East/West Tollway Corridor. Corporate offices and commercial growth on the city’s east and west sides continue to expand the city’s boundaries, now stretching from Route 59 on the east to portions beyond Orchard Road on the west. The city extends into four counties, Kane, DuPage, Kendall, and Will.

Each fire station design shall be appropriate for the location if within a residential community. Special consideration should be given to energy efficiency, sustainable and renewable design, durability, ease of maintenance and a projected useful life of 30-40 years for each facility.

2. SCOPE OF SERVICES

While each fire station will be built according to the needs of the area, all should include: workout room, emergency back-up generator, diesel exhaust system, conference room, IT closet, gear washer, station alerting system, three chow lockers in kitchen (one per shift), dirty shower area off apparatus floor.

Fire Station #4 is also our administration center. We are open to ideas of one side of station, one floor of station or a separate building on the property with Station 4. Fire Station #4 will be double deep, four wide apparatus bays with an overall depth of approximately 88'. Specialty spaces to support Fire Department operations shall be constructed to include: locker rooms independent of the bunkroom area, EMS supply and decontamination, climate controlled turnout gear storage, tool/workshop area, storage, laundry room, and hose drying. The living/sleeping areas shall be designed to accommodate concurrent 24 hour occupancy of 6 personnel including bunkrooms, toilet rooms/showers, dayroom, kitchen, dining room, fitness room, and officer quarters. A watch room and office shall be constructed and outdoor storage equipment room integral to the building with outdoor access.

Fire Station #9 shall be double-deep, three wide apparatus bay with an overall depth of 88'. Specialty spaces to support Fire Department operations shall be constructed to include: locker rooms independent of the bunkroom area, EMS supply and decontamination, climate controlled turnout gear storage, tool/workshop area, storage, laundry room, and hose drying. The living/sleeping areas shall be designed to accommodate concurrent 24 hour occupancy of 4-6 personnel including bunkrooms, toilet rooms/showers, dayroom, kitchen, dining room, fitness room, and officer quarters. A watch room and office shall be constructed and outdoor storage equipment room integral to the building with outdoor access.

Fire Station #13 shall be double deep, four wide apparatus bay with an overall depth of 88'. Specialty spaces to support Fire Department operations shall be constructed to include: locker rooms independent of the bunkroom area, EMS supply and decontamination, climate controlled turnout gear storage, tool/workshop area, storage, laundry room, and hose drying. The living/sleeping areas shall be designed to accommodate concurrent 24 hour occupancy of 8-10 personnel including bunkrooms, toilet rooms/showers, dayroom, kitchen, dining room, fitness room, and two officer quarters. A watch room and office shall be constructed and outdoor storage equipment room integral to the building with outdoor access.

2.1 Proposed Project Schedule

For planning purposes, the City plans on budgeting funding for the construction of the buildings, site improvements, demolition of the existing station, and other costs associated with the construction for starting in fiscal year 2023. The anticipated timeline for the project, for all three locations, is:

Architectural Services Procurement:	May 2022 – July 2022
Design Phase:	July 2022 – July 2023
Construction Phase:	August 2023 – August 2025
Warranty Phase:	August 2024 – August 2026

2.2 Construction Delivery Method

The City plans on contracting with a Construction Manager at Risk (CMr) by the beginning of the Design Development Phase to provide pre-construction phase services and construction phase services. The project will utilize the Competitive Sealed Proposal construction delivery method.

2.3 Design Services

The Architect will provide all professional design services necessary to:

Programming Phase

Programming Services include reviewing project needs, goals, and requirements by:

- Identifying and scheduling relevant project milestones
- Reviewing detailed scope of work with City and Fire Department
- Confirming space needs, requirements, key adjacencies, and critical operations
- Reviewing applicable code and zoning requirements with City Inspectors/Fire Department

Schematic Design Phase

Schematic Design Services includes developing design concepts that meet project needs, goals and requirements by:

- Developing at least four different viable design concept options, including description of construction phasing required with each option
- Reviewing preliminary budgetary cost estimate developed by the CMr for preferred option

Design Development Phase

Design Development Services include:

- Preparing design development documents for preferred option including drawings and other documents that specify all design elements
- Reviewing updated budgetary cost estimate provided by the CMr based on systems level design information which becomes the basis for development of the Guaranteed Maximum Price (GMP)
- Conducting presentation to the neighboring community

Construction and Post-Construction Phases

Construction documents shall be prepared including plans, specifications and final cost estimates. Current prevailing wages shall be included in the final cost estimates. The Designer will work with the City project team to review plans and perform any necessary value engineering required prior to issuance of plans for bidding.

Design for the project to be accepted and approved by the City of Aurora. Plans for the project shall be reviewed by individuals, teams, or committees of the City, and approval is necessary after each design phase. Final plans will require official approval of the City. Plans for all stages of the project should be accompanied by contract documents including specifications, standards, and special notices or provisions.

3. PROPOSAL REQUIREMENTS

3.1 Evaluation Process and Selection Criteria

The Architect will be evaluated as follows:

Step One: Statement of Qualifications - The City will appoint a selection committee to evaluate each Respondent focusing initially on qualifications. The Selection Committee will rank the Respondents.

Step Two: Interviews/Presentations - The City will contact and interview references provided by each Respondent. The Selection Committee may then make a selection solely based on their collective evaluations of the Respondents' RFP.

Step Three: Negotiations - The City will enter into negotiations based on their submitted Fee Proposal with the highest ranked Respondent to finalize a contract for the project. If a contract cannot be successfully negotiated with the highest ranked Respondent, then negotiations will be terminated with that Respondent and the City will enter negotiations with the next highest ranked Respondent until an agreement is reached or an impasse is declared.

3.2 Evaluation Criteria for Step Two

The Selection Committee shall conduct interviews regarding the project with the shortlisted top-ranked Respondents. Interview invitation letters shall be sent to the shortlisted top-ranked Respondents with specific interview location and anticipated interview format.

Respondents may present using any media format they choose, but the City provides no material or technical support. Respondents must leave any storyboards, other presentation items, and a hard copy of any presentation materials, with the City for consideration.

The proposed key personnel shall make a twenty minute presentation covering the following topics:

- Introduction
- Highlight relevant project experience of proposed key personnel and/or design team, including work with this construction delivery method
- Ideas related to this project

Following the presentation, the evaluation committee members will ask questions. The Interviews/Presentation will be evaluated as follows:

1. Overall presentation
2. Key personnel and design team qualifications and experience
3. Approach to this project

4. PROPOSAL CONTENT

The following items shall be included in your proposal:

1. **Cover Transmittal Letter** (*1 page max.*) – On company letterhead, provide a narrative which introduces the firm and team highlighting the special strengths of the firm to perform the work requested in this RFP. The letter should be signed by an authorized principal of the proposing consulting firm.
2. **Organization, Personnel and Staffing** (*8 pages max.*) – Provide a brief description of all key personnel to be involved and their relationship to the services to be provided.
 - Include names, titles, licenses, certificates, fields of expertise, and relevant state and local area experience for all proposed personnel and staff.
 - Identify the Project Manager for the proposed services.
 - Complete resumes should be provided as part of an appendix to the proposal.

- Provide an organization chart which depicts the organization of the project team, including reporting relationships to the Department's Project Manager and supervision of project team staff.
 - Indicate the on-site availability for project manager as well as other staff during the lifetime of the project.
3. **Firm Qualifications, Experience and References** (*4 pages max.*) – Provide a narrative describing the firm's qualifications to perform the project work, including past (relevant) experience and at least three client references, with contact names and information. Include information regarding your firm's experience involving the size and level of complexity of the proposed project with particular emphasis on any prior experience in a law enforcement environment. Qualifications and experience for proposed sub-consultants, if applicable, should also be included.
4. **Project Experience and History** (*10 pages max*) – Describe your firm's/team/s experience in design and contract preparation for facilities of this type with an emphasis on Fire Station/Public Safety design. Provide 3-5 examples of similar or relevant Fire Station/Public Safety project completed by your firm. Include a list of similar Federal, State, and/or Municipal Needs Analysis projects. The history should include:
- a. Customer Name
 - b. Project Name
 - c. Award Amount
 - d. Award Date
 - e. Completion Date
 - f. Reference Contact
 - g. General Description of Project
5. **Work Plan/Approach** (*6 pages max.*) – Provide a narrative which shows your firm's understanding of the project's requirements and documents a logical technical approach to the project scope of work. Include a general work plan as well as the proposed approach to undertaking the scope of work described earlier in this RFP. The narrative should include industry "best practices" used in your intended analysis.
- Using the scope of work presented in this RFP, propose a work plan detailing major tasks and subtasks and the work to be conducted in each. For each task, detail the number of hours by staff level and the hourly rate for each staff level. Extrapolate the total cost for each major task and for each staff level for a total project cost.
 - If specific project team members are critical to specific tasks, identify where they will be utilized and/or committed.
 - Include the results and deliverables expected from each major task.
 - Identify appropriate assumptions and considerations that could impact the scope and timeline for completing each task.
 - Provide a detailed list of estimated expenses by category.
 - Identify related considerations and assumptions for these expenses.
6. **Project Management and Invoicing** (*5 pages max.*) – Describe how your firm intends to manage all aspects of the work to be performed, including schedules for completion of tasks/subtasks, procedures for scheduling and cost control. The Project management proposal must include:
- Kick off meeting.
 - Regularly scheduled project team meetings.

- Written progress reports.
 - Issue/risk management techniques.
 - Invoicing system to support all work conducted and all associated equipment invoices and packing slips.
7. **Task Timelines** (2 pages max.) – Based upon the proposed project approach and work plan, provide a detailed project schedule that illustrates the duration of each task/subtask and identifies results and deliverable milestones.
8. **Fees/Cost for Services** (2 pages max.) – Submit fees in a **separate sealed envelope** to be included in the overall RFP Submission with the Respondent’s name and address clearly indicated on the envelope along with the project description as indicated below:

Respondent’s Name

RFP Response – Design Services for the City of Aurora, Aurora Fire Station No. 7

Fee Proposal

Describe the amounts (% of total fee) that will be charged, or the manner of compensation that will be calculated for each phase/task of this RFP. Describe other anticipated fees/services that will be charged (i.e. reimbursable expenses, additional services, etc.). Include a separate hourly rates schedule of fees for all proposed team members and a total project cost. Also provide pricing for any proposed equipment, software, or hardware costs and any other related expenses for the project. Discuss any budget control measures of your firm and proposed sub-consultants. Respondent shall indicate what percentage of their total project cost is directly related to administration fees.

The Fees/Cost for Services will not be used to automatically disqualify any Respondent from consideration, rather it will be a consideration in the final selection and negotiation of the AIA contract with the top ranked Respondent.

9. **Executive Summary** (1 page max.) – Provide a brief summary addressing your understanding of the Aurora Fire Department’s needs and how you can meet those needs. Include your firm’s experience in design and contract preparations for facilities of this type (Fire Department/Public Safety) and include a development of the opinion of probable costs.

5. RFP PROCESS

5.1 Submission Instructions

Submission pages must be double-sided (maximum 8½” x 11”) with minimum 10 pt. type. Each side of a page containing evaluation criteria information will be counted toward the page limits outlined above. Submissions exceeding the page limit will be considered non-responsive. Pages that have project photos, charts and/or graphs will be counted towards the page limits outlined above.

Front and back covers, table of contents pages, and divider (tab) pages will NOT be counted toward the page limits, unless they include information that can be evaluated by the selection panel.

Proposal submissions will be accepted until 12:00 p.m., CDT, Friday, June 10, 2022 at:

City of Aurora
Attn: Purchasing Division
44 E. Downer Place
Aurora, IL 60507

Received proposals will be organized following the Submission Requirements section noted above and must include at least the required information. The City of Aurora reserves the right to request additional information during the RFP review period.

Respondents shall submit six hard copies and one electronic copy (CD) of the RFP Submittals in a sealed box labeled with the Respondent's name and address clearly indicated on the envelope along with the project description as indicated below:

Respondent's Name

RFP Response – Design Services for the City of Aurora, Aurora Fire Station No. 4, 9 and 13

5.2 Pre-Submittal Meeting

A pre-submittal meeting will be held at the date, time, and location set out below. Attendance at the meeting is recommended, but not mandatory; however, meeting minutes will not be issued.

Date: Thursday, May 26, 2022
Time: 9:00 a.m. (CST)
Location: City of Aurora City Hall Council Chambers
44 E Downer Place
Aurora, IL 60505

5.3 Inquiries

Questions concerning this RFP shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora.il.us. Questions will be accepted until, 12:00 p.m. CST, Friday, May 31, 2022. **No questions will be accepted or answered after the May 31, 2022, 12:00 p.m. cut-off date/time.**

To ensure receiving responses to questions submitted, prospective RFP Respondents need to register their interest in the RFP with the City of Aurora Purchasing Division giving a name, address or E-mail address as to where questions and responses shall be directed in writing at PurchasingDL@aurora.il.us by the questions deadline date and time **Tuesday, May 31, 2022, 12:00 p.m.**

NO questions will be taken or answered verbally.

5.4 Addenda

All modifications or clarifications of this RFP will be issued in writing as an Addendum. Addenda will be posted at the City's website at www.aurora-il.org/Finance/Purchasing/bid_invitation **by 12:00 p.m. CST, Tuesday, May 31, 2022.** Respondents may only rely on information set out in this RFP, as modified by Addenda. By submitting an RFP, Respondents will be deemed to have received all Addenda.

No Addendum will be issued later than 5:00 p.m. on Thursday, June 2, 2022, except Addenda with minor clarifications, withdrawing the RFP, or postponing the RFP Submittal Date.

5.5 Estimated RFP Timeline

Pre-Submittal Meeting:	9:00 a.m., Thursday, May 26, 2022
Questions Deadline:	12:00 p.m., Tuesday, May 31, 2022
Addenda Deadline:	5:00 p.m., Thursday, June 2, 2022
RFP Submittal Date:	12:00 p.m., Friday, June 10, 2022
Anticipated Selection Date:	July 2022
Contract Notice to Proceed:	August 2022

6. STANDARD PROVISIONS

6.1 Subcontractors

Respondent shall require and verify all subcontractors maintain insurance, including workers' compensation insurance, subject to all of the requirements stated herein prior to beginning work.

6.2 Assurances

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Illinois and ordinances and regulations of the City will apply.

6.3 Project Records

The awarded Architect shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods, and the City reserves the right determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice. Upon completion of the study, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in an electronic file format (.PDF, .JPEG) on CD or USB storage device.

6.4 Deviations from Specifications

Respondents shall clearly indicate, as applicable, all areas in which the items/services he/she proposes do not fully comply with the requirements of this submittal. The decision as to whether an item fully complies with the stated requirements rests solely with the City.

6.5 No Collusion

By offering a submission to this RFP, the Respondent certifies that no attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in

this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

6.6 Submittal Withdrawal

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the City Council, if the following is established:

- a. That the respondent acted in good faith in submitting the submittal;
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would create severe hardship upon the respondent;
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent;
- d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request permission to withdraw the submittal;
- e. The respondent submits documentation and an explanation of how the error was made.

6.7 Termination Provision

The performance of the selected Architect will be continually evaluated by the City. The City will conduct performance evaluations at the City's discretion.

The Aurora Fire Chief, in his sole discretion, shall be able to terminate and cancel all or any part of the Agreement entered into with the selected Architect for any reason upon giving the Architect ten (10) days' notice in writing of its election to cancel and terminate the Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to hire additional Architect to perform the services described in the Agreement either during or after the term of the Agreement.

6.8 Proprietary Information

1. Selected Architect, involved employees, and subs will be required to sign a non-disclosure agreement.
2. Writings, (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Architect hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Architect need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Architect or one of its employees, or its Sub-consultant or the Sub-consultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Architect's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any

nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Architect, its Sub-consultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

3. If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Architect, its officers, agents, employees, or Sub-consultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Architect, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Architect, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

6.9 Confidentiality

The data, documents, reports or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Architect relative thereto shall be considered proprietary and confidential and shall not be reproduced, altered, used or disseminated by Architect or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Architect is required to safeguard such information from access by unauthorized personnel. All Architects, their employees and their subcontractors shall sign a non-disclosure agreement prior to commencement of work.

6.10 Termination Due to Non-Appropriation of Funds

This Agreement is subject to the provisions of the City Code which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The City Council, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the City is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the City Council does not appropriate funds therefore. The Architect is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the City.

Although the Architect is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Architect agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the City within that 60 day period.

The Architect is responsible for maintaining all insurance and bonds during this 60 day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the City for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

7. GENERAL TERMS & CONDITIONS

1. Architect must be currently and have been for at least one year prior, a registered architect/engineer in the State of Illinois.
2. Selection will be made by the evaluation committee and is subject to approval by the Aurora City Council. The successful Architect will be required to enter into a written agreement in a form acceptable to the city.
3. The evaluation committee and the City of Aurora reserve the right at any time and for any reason to cancel this professional services agreement procurement process, to reject any or all proposals, or to accept an alternative proposal. The evaluation committee and the City of Aurora reserve the right to reject any non-responsive proposals. The Evaluation committee may seek clarification on a proposal at any time.
4. The city reserves the right to waive any irregularity, informality, or technicality in the selection process, if it is deemed in the city's best interest to do so.
5. All costs related to the preparation of the Request for Proposal and any related activities are the sole responsibility of the proposing firm. The city assumes no liability for any costs incurred by firms throughout the entire selection process.
6. All Request for Proposals, including attachments, supplementary materials, renderings, sketches, addenda, etc., shall, upon submission, become the property of the city, and will not be returned to the submitting firm.
7. The firm's written services agreement shall include a statement of indemnification to hold the evaluation committee, the city, its officers, agents and employees, and each of them harmless from any and all lawsuits, claims, demands, liabilities, damages and losses including all costs, expenses and attorney's fees incurred in connection therewith, 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, or as a result of any negligence of the firm in performing the work covered by this RFP or any subsequent agreement.
8. Qualified Architect must have the following: commercial general liability, professional liability/errors and omissions insurance coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregated coverage are required. The City of Aurora must be named as a primary, non-contributory additional insured and a certificate of insurance provided to the city prior to the commencement of work. In addition, they should have the required statutory workers compensation and auto liability policies in place and provide a Certificate of Insurance evidencing said policies.
9. Architect must also be willing in service agreement to defend and indemnify the City of Aurora against all third-party claims or causes of action against the city arising out of the firm's willful or wanton misconduct or gross negligence in the performance of their services on behalf of the city.
10. Equal Employment Opportunity Clause, Section 6.1 of the Illinois Department of Human Rights Rules and Regulations shall be a material term of any agreement resulting from this RFP.

11. In case of default by the professional services firm, the evaluation committee and the city may procure the services from other sources and hold the firm responsible for any excess cost resulting there from.
12. The selected Architect will be exclusively responsible for all services scheduled during the development of a Scope of Services. The evaluation committee will consider the Architect to be the sole point of contact with regard to contractual matters that relate to this project which includes the payment of any and all charges resulting from an agreement. Subcontracts will be permitted only upon specific, written permission of the city.
13. Failure to read the RFP and comply with its instructions will be at the proposing firm's own risk.
14. Corrections and/or modifications to submittals received after the completion of the firm's scheduled presentation will not be accepted.
15. **CONTACT WITH CITY EMPLOYEES IS STRICTLY PROHIBITED DURING THE RFP SUBMISSION PERIOD.** All firms interested in this procurement (including the firm's employees, representatives, agents, lobbyists, attorneys and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation panel, City Officials and Administration, Department Heads, Division Managers, and other City staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public and to protect the integrity of the selection process.
16. Neither Respondents nor any person acting on Respondent's behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Aurora or their families. All inquiries regarding the solicitation are to be directed to the designated City Representative identified in this RFP. Upon issuance of the solicitation, through the pre-award phase and up to the award, aside from Respondent's formal response to the solicitation, communications publicly made during the official pre- submittal meeting, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Respondents nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Aurora or their families through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Respondent. However, nothing in this paragraph shall prevent a Respondent from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.
17. Respondents who provide false or misleading information, whether intentional or not, in any documents presented to the City for consideration in the selection process shall be excluded. Any false or misleading information in these documents would, in effect, render the entire document suspect and therefore useless.
18. The Architect will be required to execute a standard City of Aurora approved professional services agreement.

Illinois Freedom of Information Act: The Proposer acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of

Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

Entire Agreement: This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

Consents and Approvals: The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.