

REQUEST FOR QUALIFICATIONS (RFQ) FOR SERVICES PERTAINING TO ECONOMIC DEVELOPMENT AND MARKETING

Overview

The Village of Algonquin is seeking a qualified Economic Development individual or firm to proactively market opportunities for business development in the Village in conjunction with Village staff. The consultant will work on behalf of the Village to identify the growing and emerging industry, office and retail sectors and attract businesses that have the greatest potential in Algonquin, or that fulfill an unmet need in the market.

The Village of Algonquin invites firms or individuals to submit proposals for Economic Development services and Marketing as described in this Request for Qualifications (RFQ). Please read each section carefully for information regarding the proposal and submittal instructions.

All work will be performed in close conjunction with Village staff. Coordination of efforts and responsibilities will be on a collaborative basis as the project proceeds. Responsibilities of the consultant will include the following:

Market the Algonquin Corporate Campus

Primary Goal: Identify and attract users or tenants desirable to the area in accordance with the vision of the Village

- Review and update infrastructure capacity and location information for marketing and site selection purposes including power, gas, fiber, water, and sanitary sewer
- Coordinate property listing information for marketing and distribution
- Coordinate with Village, utility providers, and DCEO on responses to Site and/or RFI Inquiries
- Coordinate, communicate and build relationships with Brokers, Developers and Site Selectors

Market the Village's Retail Corridors

Primary Goal: Generate interest in retail corridors throughout the Village

- Distinguish potential users or developers for key redevelopment opportunities (such as downtown and East Algonquin Road)
- Identify and pursue key users for vacancies in all retail corridors
- Highlight and market buildable sites in all retail corridors
- Coordinate, communicate and build relationships with Brokers, Developers and Site Selectors

General Community Marketing

Primary Goal: Create a line of marketing materials that is current and creates interest in Algonquin and its many positive attributes

- Advise Village on updates and information necessary to develop an updated Community Profile and other marketing documents and tools (both print and internet)

- Advise Village on updates and information necessary to update informational folders for the Algonquin Corporate Campus
- Evaluate presence at ICSC, AIRE or similar events and assist in coordinating efforts and assist in the preparation of marketing materials for such events
- Identify key advertising opportunities – Newspaper, radio, real estate journals, etc. and assist in the preparation of marketing strategies
- Additional services, information or special projects that may be requested from time to time

About the Village of Algonquin

The Village of Algonquin is a financially strong northwest suburb of Chicago near the urbanized fringe. Located partially in both Kane and McHenry Counties, Algonquin is located on the exciting Randall Road corridor, and has a population of just over 30,000 persons. Algonquin’s household median income is \$99,873, and nearly 75% of its population is employed in white collar jobs.

The Village has planned and set aside about 800 acres for business and industrial development, dubbed the “Algonquin Corporate Campus”. **Marketing the Algonquin Corporate Campus for employment growth is the main focus of this position.** The Village’s vision is to create well-paying jobs that will support the continued growth of quality housing, high end retail, and other amenities for the community. With an average commute time of over 37 minutes, the Village also would like to provide its residents a broader variety of jobs closer to home.

In addition, the Randall Road corridor has been the center of retail development in Kane and McHenry Counties for 20 years. Other prime corridors include East and West Algonquin Road (Route 62) and North and South Main Street (Route 31). Large vacant tracts are still available on Randall Road for retail and mixed uses, and both vacant sites and redevelopment opportunities exist on Algonquin Road and Main Street.

Request for Qualifications

SECTION 1: General Information

As a result of responses to this RFQ, the Village plans to review submissions and conduct interviews with selected firms it determines can best meet the requirements outlined below. Subject to “Reservation of Rights” below, it is anticipated that a contract will be awarded for the work described. The contract is anticipated to be awarded for a period of one year, with renewal based upon the performance of the requested duties and availability of budgeted funds. It is anticipated that this will be a part-time consultant contract position, no employment with the Village is offered as part of this RFQ.

The Village has budgeted \$100,000 for this first year of assistance, which is anticipated to include the costs of any materials, advertising and attendance at key industry marketing events.

SECTION 2: Scope of Project and Procurement Details

The services will provide consultation, representation and services for various matters pertaining to Economic Development. Depending upon the circumstances, the services could vary, but it is anticipated to primarily include the responsibilities listed in the Overview, above.

SECTION 3: Timeframe

- July 17, 2017 Release RFQ
- August 4, 2017 Requests due
- August 21-25, 2017 Consultant interviews (tbd)

The Village retains the right to adjust this timeframe as necessary, without prior notice.

SECTION 4: Evaluation Criteria

All proposals submitted in response to this request for qualifications will be evaluated using the following criteria:

1. The firm's demonstrated expertise with the scope of services described above.
2. The qualifications of personnel to be assigned to the project, including experience in the industry, certifications, and membership in related professional organizations.
3. The reputation of the firm, based on references.
4. Cost to Algonquin, based on the scope of work

All timely responses received to this RFQ will be reviewed and interviews may be conducted with selected submitters that Algonquin determines can best meet the above requirements. If there is a direct cost to Algonquin with performing any scope of work identified above, that cost will be evaluated against other factors based upon the professional judgment of those involved in the evaluation. A committee including representatives from Village staff, elected leaders, and committee volunteers in Algonquin will make the selection decision.

As applicable, hourly rates, titles and names of personnel, the submitter proposes to use will be requested and negotiations will be held as necessary to select the consultant Algonquin believes can best satisfy its requirements at rates it perceives are reasonable for the services provided. Subject to "Reservations of Rights" below, it is anticipated a contract will be awarded for a period of one year in length, with options for renewals.

SECTION 5: Submittal Requirements

Submissions should be submitted in the order presented:

- 1) Cover Letter. Indicate the submitter's interest in entering into a contract with VILLAGE OF ALGONQUIN for the services VILLAGE OF ALGONQUIN requires as described in this Request for Qualifications. Include a certification that states you agree to exert your "best efforts" in fulfilling your responsibilities under a contract to support the Village with the required services as described above.

- 2) General background. Include the date the consultant practice began, its growth pattern, types of projects, number of personnel employed, number of personnel specializing in industrial and commercial marketing and number of personnel specializing in working with public agencies.
- 3) Firm Experience and Technical Expertise. Provide a detailed explanation of the experience and technical expertise of the firm working with public agencies to market the community and attract industrial/office/business and retail users.
- 4) References. Provide at least three names, address, emails, and phone numbers of individuals able to discuss performance and reputation of the firm relative to work of the nature specified to support Algonquin.
- 5) Outline a pricing structure and proposal, with all proposed pricing for the scope outlined above. Specify hourly rate and titles for relevant staff and any other expenses in the estimation of cost.
- 6) Acknowledgement and acceptance of the SUPPLEMENTAL CONDITIONS TO VILLAGE OF ALGONQUIN PURCHASE AGREEMENT and VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS documents, **attached hereto**.

SECTION 6: Submission of Proposals

Please submit one (1) electronic version in PDF format, which must be submitted no later than **3:00 p.m., Friday, August 4, 2017**. Submissions via e-mail are preferred and shall be made to russellfarnum@algonquin.org. Please ask for a confirmation of receipt with your submittal, and do not rely upon short delivery times close to the deadline. The Village is not responsible for submittals that are blocked, returned, or rejected by any server, with or without notice to the sender.

Submission of RFQ by fax or paper copy is not acceptable. Submissions may be delivered to the Village in person on USB drive or other portable storage device or sent (by U.S. Postal Service or other reliable means) to the following address:

Village of Algonquin
Attn: Russell Farnum
Response to RFQ
2200 Harnish Drive
Algonquin, IL 60102

There will be no public opening for this RFQ. Late submissions may be rejected and returned at the discretion of the Village. Questions may be referred to Russell Farnum at 847-658-2700 ext. 3300, or at the e-mails listed above.

Reservation of Rights

The Village of Algonquin, in its sole discretion, has the right to reject or refuse any or all submissions, reject or refuse any or all interviews, and/or make any decision that the Village, in its discretion, deems best for the community.

SUPPLEMENTAL CONDITIONS TO VILLAGE OF ALGONQUIN PURCHASE AGREEMENT NO.

1. Acceptance of Purchase Agreement: The Purchase Agreement is an offer to buy or rent and not an acceptance of an offer to sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Agreement may be accepted by the commencement of any Work hereunder or the delivery of any goods herein ordered, and, in any event, shall be deemed accepted in its entirety by Vendor unless Owner is notified to the contrary within ten (10) days from its date of issue.

2. Amendment, Modification or Substitution: This Purchase Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by Owner. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Agreement. No substitutes will be accepted unless authorized in writing prior to delivery or performance.

3. Extra's and Change Orders: No claim by Vendor that any instructions, by drawing or otherwise, constitute a change in Vendor's performance hereunder, for which Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of Owner by a person have actual authority to do so. No claim for additional compensation on the basis that Vendor has incurred any expense by reason of any act or failure to act or Owner or its contractor, subcontractor, materialmen or any other party shall be valid unless made in writing within 30 days of the alleged act or failure to act and approved by Owner, provided however, that if the Vendor should be delayed in furnishing the articles, items, equipment or materials (hereinafter sometimes referred to as "goods") or services or Work (hereinafter sometimes referred to "Work") ordered herein, by the omission neglect or default of Owner, its agents or employees, Vendor shall be entitled to no additional compensation or damages for such delay, and shall be entitled only to an extension of time for a period equal to the time lost as a result of the aforesaid causes, determined by Owner. Any charges for extra not so authorized will not be paid.

4. Cancellation: Time of delivery of this Purchase Agreement is of the essence and Owner may, by written notice of default to Vendor, cancel the whole or any part of this Purchase Agreement (a) if Vendor fails to make delivery of the goods or perform the services within the time specified herein or any extensions thereof; or (b) if Vendor fails to perform or so fails to make progress as to endanger performance there under, and in either circumstance does not cure such failure within a period of two (2) days after receipt of notice from Owner specifying such failure. Owner, by written notice to Vendor, may cancel the whole or any part of this Purchase Agreement when it is in the best interest of Owner or when Owner has been notified of modification of the specifications pertaining thereto. If this Purchase Agreement is so canceled, without any fault of the Vendor, the Vendor shall be compensated for such cancellation as follows: (a) for goods not identified to this Purchase Agreement and service not performed, no compensation; (b) for goods, except rented equipment and specially manufactured goods, which have been identified but not accepted in writing, 15% of the purchase price for handling and overhead, plus Vendor's reasonable transportation costs, if any; (c) for specially manufactured goods, the lesser of (i) a percentage of the purchase price equal to the percentage of the special manufacturing completed on the date cancellation or (ii) the purchase price, less the fair market value of the specially manufactured goods on the date of cancellation; and (d) for all other claimed losses, including Vendor's lost profits no compensation.

5. Taxes: This project is tax exempt. The Owner's tax-exempt number is **E 9995 0855 05**.

6. Compliance With Laws: During the performance hereunder, Contractor/Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor/Vendor's compliance with any Laws or Regulations.

7. Vendor Warranty: Vendor warrants in addition to all warranties which are imposed or implied by law or equity that all goods and Work furnished there under (a) shall conform to any specifications and drawings applicable to this Purchase Agreement; (b) shall be merchantable and of good quality and workmanship; (c) shall be fit for the purpose intended as well as the propose for which such goods or Work are generally used; and (d) except for rented equipment, shall be free from defects for a period on one (1) year, or such longer period as is specified in the Contract Documents identified in the Purchase Agreement, from the date such Work is performed or such goods are utilized or installed, and if installed as part of a structure or utilized equipment, for one (1) year or such longer period as is specified in the Contract Documents identified in the Purchase Agreement, from the date any such structure or equipment is accepted in writing by Owner, Vendor expressly agrees that the statute of limitations with respect to Vendor's warranties shall begin to run on the date of acceptance by Owner.

8. Remedies: Vendor shall, for the duration of its warranties under paragraph 7 herein, at the discretion of Owner and at the expense of Vendor, replace, repair and insure any and all faulty or imperfect goods or Work furnished or performed by Vendor there under. In the event Vendor fails to do so, Owner may furnish or perform the same and recover from Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of inspection, testing, removal, replacement, re-installation, destruction of other materials resulting there from, any increased cost or expense to Owner in its performance under contracts with others, and reasonable attorneys fees incurred by Owner in connection with Vendor's default and Owner's enforcement of its rights under this Purchase Agreement. The foregoing remedies shall be available in addition to all other remedies available to Owner in equity or at law including the Uniform Commercial Code.

9. Indemnity: Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of Vendor, its agents, employees, subcontractors, successors and assigns. In any and all claims against the Owner or any of its agents or employees, by any employee of Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Vendor assumes the entire liability for its own negligence, and as part of this Purchase Agreement waives all defenses available to Vendor as an employer which limit the amount of Vendor's liability to the Owner to the amount of Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

10. Insurance and Bonds:

10.1 Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Agreement, and shall name the Owner as an additional insured on its commercial liability insurance policies for Vendor operations under this Purchase Agreement. Liability insurance limits shall be in such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS attached to this Agreement. Vendor shall furnish the Owner with a certificate of insurance and such other documentation (including a copy of all or part of the policy) at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Village deems necessary to establish compliance with this provision.

10.2 Vendor shall furnish and pay for surety bonds and with surety or sureties satisfactory to Owner, guaranteeing the full performance of all of the conditions and terms hereof and guaranteeing that Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Vendor in connection with the Work. Such performance and payment bond shall be in an amount determined by Owner.

10.3 Breach of this paragraph is a material breach subject to immediate termination.

11. Inspection and Acceptance: Owner shall have the right at all reasonable times to inspect and test all goods furnished by Vendor and all Work performed or furnished by Vendor. Notwithstanding any prior inspection, the passage of title or any prior payment, all goods and Work furnished there under are subject to final inspection and acceptance by Owner at its job site. If, after inspection, Owner rejects any goods furnish by Vendor there under, Owner may, at its election, return those goods to Vendor at Vendor's expense, including the cost of any inspection and testing thereof. If Vendor fails to proceed promptly with the correction or replacement of any rejected goods or Work, Owner may replace or correct such items by purchase or manufacture and charge the cost incurred thereby to Vendor or terminate this Purchase Agreement for default in accordance with paragraph 4 herein. By inspecting and not rejecting any goods and Work furnished there under, Owner shall not be precluded thereby from subsequently revoking its acceptance thereof if the goods or Work are later discovered to be nonconforming with this Purchase Agreement or the specifications and drawings applicable hereto, even if the defect does not substantially impair value to Owner.

12. Controlling Law, Severability: The validity of this Purchase Agreement or any of its provisions and the sufficiency of any performance there under shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. Owner is entitled to recover its reasonable attorneys' fees incurred in enforcing the terms of this Purchase Agreement. If any provision or requirement of this Purchase Agreement is declared or found to be unenforceable that balance of this Purchase Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

13. Shipment and Risk of Loss: All goods furnished by Vendor should be shipped in the manner and at the times indicated on the face hereof at the expense of Vendor, it being understood that the risk of loss with respect to such goods is with Vendor until such goods come into the actual possession of Owner, regardless of the mode of delivery or earlier passage of title.

14. Patents: Vendor warrants that (a) goods furnished there under, and the sale and use thereof, will not infringe any valid United States patent or trademark; and (b) Vendor shall indemnify Owner for its costs to defend any suit instituted against Owner, its agents or customers, charging infringement of any United States patent or trademark by virtue of the possession, use or sale of any goods furnished there under is enjoined because of patent infringement. Vendor within a reasonable amount of time shall at Vendor's expense procure for Owner its agents or customer, the right to continue using such goods with non-infringing goods or modify such

goods so that they become non-infringing or remove such goods and refund to Owner any sums paid therefore, including transportation and installation charges.

15. Return Privilege: In the event that Vendor is to furnish goods which are standard catalogue items as of the date of this purchase Agreement. Owner shall have the right at its option, to return to Vendor up to 20% of such standard catalogue items. Vendor shall refund to Owner or credit against the unpaid amount there under the purchase price of such returned items, less Vendor's reasonable transportation costs and 15% of the value of the returned items for restocking.

16. Delivery: Unless indicated to the contrary on the face hereof, it shall be the responsibility of Vendor to arrange for and complete delivery of all goods. If the goods furnished there under are equipment, Vendor shall give Owner two (2) working days' advance notice of delivery.

17. Notices: All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Purchase Agreement shall be in writing and shall be hand delivered, or sent by courier, or via facsimile with confirmation to the addresses shown on the Purchase Agreement.

18. Records, Reports and Information: Vendor agrees to furnish Owner with reports and information regarding the Work performed under this Purchase Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Vendor and the results thereof. Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Work performed under this Purchase Agreement for a minimum period of five (5) years after completion of the Work, and such records shall be subject to audit by the Owner upon reasonable advance notice to Vendor on a mutually agreed date and time.

19. Assignment: Neither party shall assign this Purchase Agreement without written consent of the other, which consent shall not be unreasonably withheld, except that Owner may unilaterally assign its rights under this Purchase Agreement, upon reasonable notice to Vendor, to the General/Prime Contractor identified on this Purchase Agreement.

20. Waiver: Either party's failure to insist in any one or more instances, upon the strict performance of any provision hereof or to exercise any right hereunder shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of Vendor and Owner with respect to such future performance shall continue in full force and effect.

CONTRACTOR/VENDOR:

Date

VILLAGE OF ALGONQUIN
PURCHASE ORDER INSURANCE REQUIREMENTS

A. At all times while providing, performing, or completing the Work, Contractor (Contractor/Vendor and Vendor/Consultant) shall maintain the following minimum insurance coverage in the form, and from companies, acceptable to Owner.

1. **Commercial General Liability Insurance**

Limits: Each Occurrence and in the Aggregate \$1,000,000

Such insurance shall include completed operations, contractual liability and personal/advertising injury coverage. The policy will name the Village of Algonquin as an additional insured on a primary non-contributory basis.

2. **Commercial Automobile Liability Insurance**

Limits: Each Occurrence \$1,000,000

3. **Workers Compensation/Employers Liability Insurance**

Limits: Coverage A Statutory
Limits: Coverage B \$1,000,000

The policy will contain a waiver of subrogation clause in favor of the Village of Algonquin.

4. **Umbrella Excess Liability Coverage** *Required if an "x"*

Limits: Each Occurrence and in the aggregate \$2,000,000

The policy will name the Village of Algonquin as an additional insured on a primary non-contributory basis.

5. **Professional Liability Coverage** *(required if professional services are being provided)*

Limits: Each Occurrence \$1,000,000

The Contractor shall provide the Village with a copy of the professional liability insurance policy and any endorsements.

B. All insurance required of the Contractor shall state that it is primary insurance as to additional insureds with respect to all claims arising out of the operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.

C. All required coverage shall be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

D. Prior to commencing work under this Agreement, the Contractor shall furnish the Village with a copy of all certificates showing the minimum coverage in insurance companies acceptable to the Village. All Certificates of Insurance required to be obtained by the Contractor shall provide coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final pay request. All Certificates of Insurance shall name the Village as additional insured as provided in these Requirements.

E. The Contractor agrees that the obligation to provide insurance as required is solely the Contractor's responsibility and cannot be waived by any act or omission of the Village, including, but not limited to:

1. allowing work by Contractor or any subcontractor of any tier to start before receipt of Certificates of Insurance; or
2. failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance received.

F. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.

G. Such insurance coverages and limits are minimums, and shall not be construed in any way as a limitation on the duty of the Contractor to carry adequate insurance or on Contractor's liability for losses or damages under this Contract.

H. The Contractor shall notify the Village, in writing of any possible or potential claim for personal injury or property damage arising out of the work of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the contractor.

I. The Contractor shall require every subcontractor of any tier, if any, not protected under the Contractor's policies, to maintain insurance of the same nature in amounts, and under the same terms, as required of the Contractor.