



**REQUEST FOR QUALIFICATIONS**

**FOR**

**ENGINEERING SERVICES**

**FOR THE**

**S.R. 47 IMPROVEMENT PROJECT**

Section 14.51 to Section 15.33

City of Sidney, Ohio  
201 W. Poplar Street  
Sidney, Ohio 45365

## LEGAL NOTICE

### REQUEST FOR QUALIFICATIONS to provide PROFESSIONAL SERVICES for S.R. 47 IMPROVEMENT PROJECT

#### SERVICES TO INCLUDE: FIELD SURVEY; DESIGN; CONSTRUCTION, IRRIGATION, & LANDSCAPING PLANS; and ODOT RIGHT-OF-WAY PLANS

The City of Sidney is accepting sealed proposals from qualified consulting engineering firms interested in providing engineering services for the S.R. 47 Improvement Project.

Qualification statements, one original, one copy, and one PDF copy on CD will be received by sealed envelope in the Sidney City Hall Accounting/Purchasing Agent's Office, 201 W. Poplar Street, Sidney, Ohio 45365 on or before **2:00 PM (local time) on November 17, 2016** at which time they will be opened and read. Proposals received after this time will not be considered and no time extensions will be permitted. Receipt of a response by any Sidney office, receptionist, or personnel other than the Accountant/Purchasing Agent's Office does not constitute "receipt" as required by this solicitation. Statements sent via fax or email will not be accepted. **The selected consultant and their subconsultants are required to be ODOT prequalified for design and right-of-way services.** In addition, the consultant and subconsultants shall follow all applicable Federal and State laws and regulations. Statements must be clearly marked:

#### **"RFQ- ENGINEERING SERVICES FOR THE SR47 IMPROVEMENT PROJECT"**

Copies of this Request for Qualifications document may be obtained at the City of Sidney City Hall or by visiting our website at [www.sidneyoh.com](http://www.sidneyoh.com) or by contacting Lori Werling in the Engineering Department at (937) 498-8142, [lwerling@sidneyoh.com](mailto:lwerling@sidneyoh.com) beginning on **October 27, 2016**.

A non-mandatory, optional pre-submittal meeting will be held on November 7, 2016 at 11:00 a.m. local time in the 2<sup>nd</sup> floor conference room located at City Hall, 201 W. Poplar Street, Sidney, Ohio.

The City of Sidney reserves the right to reject any or all proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the firm offering the greatest advantage to the City of Sidney.

As required by Ohio Revised Code 153.65-.71, responding firms will be evaluated and ranked in order of their qualifications. Following this evaluation, the City of Sidney will enter into contract negotiations for professional services with the selected firm.

An Evaluation Committee will meet on **November 21, 2016** at the City of Sidney City Hall 2<sup>nd</sup> Floor Conference Room, located at 201 W. Poplar Street, Sidney, Ohio 45365 at a time to be determined.

Oral interviews will take place the week of December 5, 2016 at the Sidney City Hall 2<sup>nd</sup> Floor Conference Room, located at 201 W. Poplar St. Sidney, Ohio 45365.

For information on this Request for Qualifications, contact Gary Clough in the Public Works Department, (937) 498-8141.

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## IMPORTANT DATES

The following is a schedule of important dates for this project:

Release of Request for Qualifications	October 27, 2016
Optional, Non-Mandatory Pre-Submittal Meeting	November 7, 2017
Request for information deadline	November 9, 2016
Request for Qualifications submittals due	November 17, 2016
Evaluation Short-List – Committee Review	November 21, 2016
Oral Interviews, beginning week of	December 5, 2016
Contract Negotiations begin with Consultant	December 19, 2016
Consultant Award	January 2, 2017
Project Footprint Submitted	February 24, 2017
Begin Environmental Clearance	February 24, 2017
Environmental Clearance	January 5, 2018
Stage 1 Plan Submittal (with Preliminary Right-of-Way)	May 12, 2017
Stage 1 Plans Complete	June 16, 2017
Stage 2 Plan Submittal	December 22, 2017
Stage 2 Plans Complete	January 26, 2018
Stage 3 Plan Submittal	May 11, 2018
Stage 3 Plans Complete	June 15, 2018
Right-of-Way Plan Submittal	December 7, 2018
District Right-of-Way Certification	December 28, 2018
Plan Package Received in ODOT Central Office	January 4, 2019
Sale Date	February 14, 2019

\* Dates above are subject to change based on the number of respondents, availability of the members, or other unforeseen circumstances.

## GENERAL REQUIREMENTS

The objective of this solicitation is to obtain the services of an engineering consulting firm to provide surveying, engineering, landscape, irrigation and lighting design, permitting services for the SR 47 Improvement Project. Key components of the project include paving, bike lanes, a roundabout, landscaping and irrigation of the proposed median and roundabout, lighting, drainage system reconstruction and a mast arm traffic signal at Walnut Avenue. The project area is located on SR 47 between Fourth Avenue and Walnut Avenue (Station 14.51 to 15.33). Funding for the project will be provided by the Small City Program, Transportation Alternatives Program and local City of Sidney funds.

The selected firm shall be responsible for providing all expertise, labor, facilities, tools, materials and equipment to perform the work.

### **Minimum Qualifications**

- The selected firms shall be registered and pre-qualified in the State of Ohio to perform the professional services requested in this RFQ. The firm shall have State of Ohio registered professionals for specified fields. (i.e. Registered Architect, Landscape Architect, Engineer, Surveyor, etc.);
- The selected firms shall have been in business and have a minimum of ten (10) years' experience in providing the required services.
- Team Project Manager must be licensed in the State of Ohio and have a minimum of ten (10) years' experience in providing the required professional services.
- Team Members and sub-consultants must be licensed in the State of Ohio and have a minimum of five (5) years of experience in providing professional services for similar projects.
- The selected firm must have knowledge of current rules, permitting processes and regulations of local, state, and federal agencies regulating the project work.

All work to be performed by the Consultant at an off-site location (not in City of Sidney offices). The Consultant will be required to provide its own equipment and work site.

Neither the City of Sidney nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission, or presentation of a response or filed protest as a result of this RFP.

Sidney and firm will negotiate project terms per State and local requirements. A work order or similar document along with a purchase order will be issued for this project.

**PROFESSIONAL ENGINEERING CONSULTING SERVICES  
SR 47 IMPROVEMENT PROJECT**

**PURPOSE / INTENT**

Sidney, hereby requests Qualification and Performance Data from professionals as it relates to the provision of consulting engineering services for the SR 47 Improvement Project.

1. INSTRUCTIONS

These firms and individuals (hereinafter "Professional Consultant") shall be duly licensed and registered to practice in the State of Ohio and meet the minimum qualifications specified herein, and desire to render such services to Sidney.

The information in the RFQ (qualification package) will be used by Sidney to make this determination. Evaluation points will be assigned to information contained in the package and will be used to rank and ultimately select a firm for contract negotiation. In the event contract negotiation are unsuccessful with the top ranked firm, Sidney will negotiate with the next highest ranking firm until a contract is successfully negotiated.

2. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):

The successful proposer warrants that the services provided to Sidney shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the successful proposer responsible for same.

3. LIABILITY, INSURANCE, LICENSES, PERMITS:

Where the successful proposer is required to enter or go onto Sidney property to deliver goods, materials, or perform work or services as a result of an RFQ award, the successful proposer will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance and assure all work complies with all Federal, State, Local, Shelby County and Sidney ordinances, orders, codes, laws, rules, regulations, directives, and guidelines. The successful proposer shall be liable for any damages or loss to Sidney occasioned by negligence of the successful proposer (or agent) or any person the successful proposer has designated in the completion of the contract as a result of the proposal of this RFQ.

4. CERTIFICATES OF INSURANCE:

The successful proposer(s) will submit to the City current certificate(s) of insurance in the amount specified in Special Conditions.

5. DEFAULT/FAILURE TO PERFORM:

Sidney shall be the sole judge of nonperformance, which shall include any failure on the part of the successful proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Proposer to meet any terms of this Request for Proposal submittal, related agreement, and work authorization(s) Sidney will provide (3) days' notice to remedy the default (Fridays, Saturdays, Sundays and Holidays excluded). Failure on the successful proposer's part to correct the default within the required three (3) days shall result in the contract being terminated and upon Sidney notifying in writing the successful proposer of its intentions and the effective date of the termination. The following shall constitute default:

- Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities, and personnel as identified and set forth, and to the degree specified in the contract.
- Failure to begin the work under this contract within the time specified.
- Failure to perform the work with sufficient workers and equipment, or with sufficient materials to ensure timely completion.
- Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the contract.
- Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful proposer incapable of performing the work in accordance with and as required by the contract.
- Failure to comply with any of the terms of the contract in any material respect.
- Failure to pay subcontractors or others pursuant to work done under this contract.

In the event of default of a contract, the successful proposer shall pay the entire Sidney's attorney's fees and court costs incurred in collecting any damages. The successful proposer shall pay Sidney for any and all costs incurred in ensuring the completion of the project, subject however to the terms and conditions herein. To the extent of a conflict with this provision and the contract the successful proposer enters into the terms and conditions of the contract shall control.

6. CANCELLATION:

Sidney reserves the right to cancel this contract by written notice to the successful proposer effective the date specified in the notice, and the following will apply:

- The successful proposer is determined by Sidney to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to Sidney. In the event the successful proposer is found to be in default, the successful proposer

will be paid for all labor and materials provided to the satisfaction of Sidney as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract. The successful proposer waives any claims to the same.

- Sidney has determined that such cancellation will be in the best interest of Sidney to cancel the contract for its own convenience.
- Subsequent to award, it is determined that funds are not available to cover the cost of the services. Sidney's obligation is contingent upon the availability of appropriate funds.

7. BILLING INSTRUCTIONS-AWARDED FIRM:

Invoices, unless otherwise indicated by Sidney's Public Works Director must show purchase order numbers and shall be submitted to Public Works Director at 201 W. Poplar Street, Sidney, Ohio 45365. Payment shall be made in accordance with the City's payment policy, as amended from time to time.

8. APPLICABLE LAW AND VENUE:

The law of the State of Ohio shall govern the contract between Sidney and the successful proposer, and any action shall be brought in Shelby County, Ohio.

9. LEGAL REQUIREMENTS:

Federal, State, County, local and Sidney laws, ordinances, orders, rules, regulations, guidelines, and directives that in any manner affect the items covered herein apply. Lack of knowledge by the successful proposer will in no way be a cause for relief from responsibility.

10. INSURANCE:

During the term of the contract, the successful proposer shall procure and maintain liability and malpractice coverage and provide a copy of the declarations page from current policies for each of the following types and amounts of insurance:

- a) Workers' Compensation Insurance as required by the State of Ohio, and Employers' Liability insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If coverage is through the Ohio Bureau of Workers' Compensation, Employer's Liability coverage must be endorsed on the Commercial General Liability policy.
- b) General Liability Insurance with each occurrence limits of not less than One Million Dollars (\$1,000,000), personal injury and advertising injury liability of not less than One Million Dollars (\$1,000,000), and general aggregate of not less than One Million Dollars (\$1,000,000).
- c) Professional Liability/Malpractice/Errors or Omissions by the Vendor with minimum limits of One Million Dollars (\$1,000,000) per occurrence.
- d) Hired and Non-Hired Vehicles with limits of not less than One Million Dollars (\$1,000,000) per claim.

All proposing insurers must be currently authorized to transact business in Ohio in accordance with the Ohio Department of Insurance rules and regulations and be acceptable to Ohio. Sidney prefers to have all of its insurers maintain an A.M. Best rating of A- or better. Proposals from insurers that do not currently have an AM Best rating, or have a rating less than A- shall include the insurers most recent audited financial statements.

11. RECORDS AND AUDITS:

Successful proposer shall maintain, during the term of the contract, all books of account, receipt invoices, reports, and records in accordance with generally accepted accounting practices and standards (GAAP). The successful proposer shall maintain and make available such records and files for the duration of the contract and retain them beyond the last day of the contract term for the period of three (3) years or greater if required by Federal, State or local law. All records generated shall be deemed public records unless a specific exemption applies and as such may be required to be disclosed pursuant to a public records request.

12. DUTY TO UPDATE RECORDS:

It shall be the responsibility of any individual or firm contracted by Sidney for any Type(s) of Work to notify Sidney promptly of any substantive amendment to the information provided in this Request for Proposal package submittal, as well as to update that information on an annual basis.

13. DISPUTES:

A prospective proposer may submit a protest in writing to the Accountant/Purchasing Agent challenging the terms, conditions, or specifications of a competitive solicitation, including any provision governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract. The foregoing notwithstanding, a protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the competitive solicitation. The protest must be filed within three (3) days (excluding Fridays, Saturdays, Sundays and legal holidays) after the public posting or advertising of the competitive solicitation. Failure to file a protest as to the terms, conditions, or specifications of a competitive solicitation shall be deemed a waiver of the right to protest on those grounds. Prior to the award of any contract, bidders, proposer(s) or offeror(s), may submit a protest in writing to the Accountant/ Purchasing Agent. The protest must be filed within (3) days (excluding Fridays, Saturdays, Sundays and legal holidays) after the posting of the Notice of Intended Award for public viewing at Sidney's Engineering Office. All bidders, proposers, offerors or contractors affected by the intended award of contract will also be notified by the Accountant/ Purchasing Agent, of the intended award posting. Notwithstanding the above, it is the responsibility of all bidders, proposers, offerors or contractors affected by the proposed award to review the public posting of the intended award, and the deadlines to protest set forth herein shall not be enlarged based upon a claim of lack of knowledge thereof. Protests filed by a person or entity that does not have standing may be summarily denied without further action or decision.

In order to defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee in the form of a cashier's check or money order for an amount equal to one

percent (1%) of the total estimated contract value, but not less than \$1,000 nor more than \$10,000. Failure to pay the filing fee shall result in a denial of the protest. In the event that a protest is upheld, the filing fee shall be refunded to the protestor.

14. CONFLICT OF INTEREST AND CODE OF ETHICS:

The award is subject to any and all applicable conflict of interest provisions found in Ohio law and local ordinances and regulations. All Bidders must complete the Conflict of Interest Statement attached. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the City of Sidney.

15. PUBLIC RECORDS:

All material submitted regarding this proposal becomes the property of Sidney. Proposals may be reviewed by any person thirty (30) days after the public opening or after a notice of intent to award has been issued, whichever occurs first. Proposers should take special note of this as it relates to any proprietary information that might be included in their proposal.

Any resulting contract may be reviewed by any person after the contract has been fully executed by Sidney. Sidney has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

16. TIED PROPOSALS:

In the event of a tie, the City of Sidney shall be the sole and exclusive determiner of the final selection of a proposer.

17. INDEMNIFICATION:

Regardless of the coverage provided by any insurance, the successful bidder/proposer shall indemnify, save harmless and defend Sidney, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder/proposer, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

18. LOBBYING/NO CONTACT PERIOD:

Consistent with Sidney requirements, Sidney imposes a No Contact Period. A No Contact Period shall be imposed upon each competitive solicitation from the time of advertisement and shall remain in effect until award or approval of a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the No Contact Period is in effect, no proposer or its agent shall directly or indirectly communicate with any member of Council or their staff, the Manager, any employee of Sidney authorized to act on behalf of Sidney in relation to the award of a particular contract, or member of the Selection Committee in reference to the solicitation, with the exception of the Assistant City Manager/Public Works Director or designee. Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the No Contact Period shall render the transaction voidable.

The No Contact Period shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, and contract negotiations during any public meeting, presentations made to the Council, and protest hearings. Further, the No Contact Period shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Sidney as may be permitted by the competitive solicitation.

19. INQUIRIES/REQUEST FOR CLARIFICATION:

All questions about the meaning or intent of the RFQ Documents must be directed, in writing, to Gary Clough, Sidney Assistance City Manager/Public Works Director, as provided in the advertisement/Request for Proposal. Questions received after November 9, 2016 at 5:00 p.m. may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All inquiries, addendums and request for clarifications will be sent to all plan holders.

20. EVALUATION OF WRITTEN PROPOSALS:

Award shall be made to the firm that, in Sidney's judgment, best meets the specified criteria and which, in Sidney's opinion, best accommodates Sidney's needs and interests. The decision shall rest SOLELY with Sidney and Sidney reserves the right to modify or reject any proposal submitted to it for consideration.

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee designated by the City of Sidney consisting of three to five members. Up to three members are pre-determined from departments with experience and general knowledge and one member is from the Finance Department. Scoring for the proposals is based on a point total and not a percentage.

Awards shall be made to firms whose qualifications are determined to be the most advantageous to Sidney. Proposals will be evaluated based on the criteria listed below:

<u>Written Proposal Criteria</u>	<u>Points</u>
1. Qualifications of the Firm	50
2. Approach and Methodology	40
3. Responsiveness to the RFQ	10

Each Selection Committee member will convert the Maximum Available Point score (cardinal number) for each proposer into an ordinal number designating the ranking (as first, second, or third of each proposer). For example:

Cardinal Number	Ordinal Number
100	1
95	2
92	3
91	4

86	5
75	6

The ordinal scores from each Selection Committee member for each proposer, will be added together to calculate a total ordinal score. The proposer with the lowest total ordinal score will be ranked highest for award preference. The proposer with the second lowest total ordinal score will be ranked second highest for award preference, and so on, until all proposers are ranked

Upon completion of the technical criteria evaluation, rating and ranking, Sidney shall conduct oral interviews with a minimum of three short listed firms. The scores/rankings from the written proposal process shall not be included in the final ranking for award preference. Only the scores from the oral interviews/rankings shall be used, utilizing the scoring criteria as described on page 14 of the RFQ for final award.

21. EVALUATION CRITERIA:

The evaluation criteria define the factors that will be used by the selection committee to evaluate and score responsible and qualified proposals. Prospective proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated independently and options provided will be ranked separately by the selection committee. The contract will be awarded to the most qualified contractor per the evaluation criteria listed below.

Sidney's evaluation criterion may include, but shall not be limited to consideration of the following:

**A. Qualification of the Personnel Performing the Services (50 Points Max):**

1. Proximity of Company to Sidney
2. Number of years in business in Ohio
3. Size and structure of company
4. Technology and tools
5. Company licenses and certificates
6. Quality of references and similar project experience
7. Public Sector experience
8. Quality of Team Organization & Members
9. Experience and expertise of individual team members
10. Experience of team members working together on similar projects
11. Experience with local conditions, permitting and regulatory framework

12. Experience with Small City Grants and Transportation Alternative Program funding
13. Quality of Approach and Methodology discussion demonstrating the understanding of the project
14. Quality control processes
15. Cost control processes

**B. Approach and Methodology (40 Points Max):** Include how the Proposer will address all items as specified in the scope of services (Sec. 24 of the RFQ)

**C. Responsiveness to the RFQ (10 Points Max):** The proposer shall provide all documentation required as part of the RFQ submittal and as described in Instructions for Submitting (Sec. 23 of the RFQ).

## 22. ORAL INTERVIEW SCORING

The Selection Committee will conduct oral interviews with each of the short listed firms. Selection committee members will ask a variety of questions pertaining to the work and the information contained in each firm's RFQ submittal. Questions will not be provided in advance. Presentations are not required, requested or desired. It is highly encouraged that team members assigned to perform Sidney's work attend the interview (Project Manager, Project Engineer/Architect/Surveyor, etc.). We are interested in understanding the technical abilities of team members actually assigned to perform Sidney's work. Following the interview, the Selection Committee will score each firm based on the criteria listed in the table below.

<b>Oral Interview Cardinal Scoring Criteria</b>	<b>Max</b>
<b>Answers to Questions:</b>	
<ul style="list-style-type: none"> <li>• Technical Approach to Project and Specific Project Experience</li> </ul>	25
<ul style="list-style-type: none"> <li>• Non-Technical Approach to Project and Specific Project Experience</li> </ul>	15
<b>Team Member Interaction/Participation:</b>	
<ul style="list-style-type: none"> <li>• Principal</li> <li>• Project Manager</li> <li>• Other Team Members</li> </ul>	10
<b>Total Oral Interview Score</b>	<b>50</b>

Each Selection Committee member will convert the Maximum Available Point score (cardinal number) for each proposer into an ordinal number designating the ranking (as first, second, or third) of each proposer. For example:

Cardinal Number	Ordinal Number
100	1
95	2
92	3
91	4
86	5
75	6

The ordinal scores from each Selection Committee member for each proposer, will be added together to calculate a total ordinal score. The proposer with the lowest total ordinal score will be ranked highest for award preference. The proposer with the second lowest total ordinal score will be ranked second highest for award preference, and so on, until all proposers are ranked.

**Please note that the scores/rankings from the written proposal process are not included in the final ranking for award preference – only the scores/rankings from the Oral Interview process will be used.**

Sidney will negotiate with the highest ranked firm. In the case where negotiations with the highest ranked firm are unsuccessful, negotiations with the next highest ranked firm will be made and so forth until an agreement can be reached.

Sidney reserves the right to be the sole determination of responsiveness and responsibility of any RFQ submittals received. Professional Consultant must demonstrate that it has sufficient training and / or experience to fulfill the future contract requirements of professional consulting services for Sidney as specified per individual work authorizations.

The Award will be based on a review of all the information submitted, plus a review of references. Sidney reserves the right to visit and inspect Qualifier/Consultant facilities and locations where Professional Consultant is currently providing professional consulting services in determining its capacity to perform the services contained in the RFQ.

23. INSTRUCTIONS FOR SUBMITTING:

Firms shall submit one (1) original, one (1) copy, and (1) PDF electronic copy of the RFQ submittal in a sealed envelope plainly marked: **“Attention: Purchasing Agent– ENGINEERING SERVICES FOR THE SR 47 IMPROVEMENT PROJECT”**. The original submittal and copy shall be organized into tabs listed herein and shall be provided in three ring binders. Electronic copy (CD) of the original shall be provided along with the binders. The original submittal, copy, and each CD shall have the firm’s name, RFQ number and title and date clearly displayed on the cover/label.

Each firm shall provide a cover letter at the front of the submittal followed by a Table of Contents. Tab#1 through Tab #4 shall contain the forms and information indicated. Tab #5 shall contain the required insurance certificates. Tab #6 shall contain copies of all applicable licenses, registrations and Certificates of Authorization. Tab #7 shall contain information about your Qualifications (**max 6 – 8.5” x 11” sheets front & back**) and information about claims. Please do not submit resumes. Please provide a table listing personnel along with pertinent data (college/university; degree; special training; licenses & certifications; years of experience; areas of expertise; relevant project experience, etc.) Tab #8 shall provide information about your firms approach and methodology to deliver a successful project (**max. 4 - 8.5” x 11” sheets front and back**).

## **RFQ SUBMITTAL ORGANIZATION**

Cover Letter

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Proposal Checklist

**Tab # 1:** Proposal Submittal Form/Signed by Authorized Representative

**Tab # 2:** Acknowledgement of Addendums Form

**Tab # 3:** Conflict of Interest Form

**Tab # 4:** Drug-Free Workplace Form

**Tab # 5:** Evidence of Insurance Certification: Reference “Subsection 1.17 - Insurance”

**Tab # 6:** Current License(s)/ Certificates of Authorization / Registration(s) of the firm to perform the applicable services in the State of Ohio

**Tab # 7:** Qualifications (6 pages front and back)

- Overview of Firm
- Location of Corporate Headquarters & Applicable Branch Offices
- Overview of Capabilities
- Proof of Firm being in Business and Having a Minimum of Ten Years' Experience Providing the required Services.
- Project Team Organization/Members
  - ❖ Project Manager
    - Name, Office Location, Contact Information
    - Relevant Experience, Education, Licenses/Registrations

- ❖ Sub consultants - Project Role, Name, Location, Contact Information
- ❖ Team Members - Project Role, Experience, Education, Licenses/Registrations, Location
- Relevant Projects
  - ❖ Project Name, Location, Client, Year Complete, Description, Contact Information
- Five (5) Client References including names, titles, addresses, telephone number and e-mail address (Form Attached)
- Demonstration/Summary of Experience with Regulatory and Permitting Agencies in South Florida
- Demonstration of Cost & Quality Control Performance for Similar Work
- Pending, Ongoing and Past (last 3 years) Lawsuits and Claims with Clients, Sub Consultants and Vendors. Include Locations/Clients where firm has been barred, disqualified or prohibited from providing professional services.

**Tab # 8: Approach & Methodology (4 pages front & back)**

- Project Approach and Methodology
  - ❖ Project Understanding
  - ❖ Approach and Methodology – Design, Permitting, Construction
  - ❖ Quality Control
  - ❖ Cost Control

Each RFQ package submitted shall be signed by the individual Professional Consultant and/or by the authorized principals of the Professional Consultant's firm if other than an individual. The RFQ submittal shall be signed by a representative who is authorized to contractually bind the qualifier.

All attachments and forms for the Request for Qualifications and Performance Data requiring execution by the Consultant must be executed and returned with the submittal.

All RFQ submittals must be delivered as specified.

**QUALIFIERS MUST SUBMIT ONE (1) IDENTIFIED ORIGINAL RFQ SUBMITTAL, ONE (1) COPY, AND ONE (1) PDF ELECTRONIC COPY.**

## 24. BACKGROUND / SCOPE OF SERVICES

The objective of this solicitation is to obtain the services of an engineering consulting firm to provide surveying, engineering design, permitting and construction engineering services for the SR 47 Improvement Project. The objective of this solicitation is to obtain the services of an engineering consulting firm to provide surveying, engineering, landscape, irrigation and lighting design, permitting services for the SR 47 Improvement Project.

Key components of the project include paving, bike lanes, a roundabout, landscaping and irrigation of the proposed median and roundabout, lighting, drainage system reconstruction and a mast arm traffic signal at Walnut Avenue.

The project area is located on SR 47 between Fourth Avenue and Walnut Avenue (Station 14.51 to 15.33).

Funding for the project includes Small City Program and transportation alternatives Program funding along with City of Sidney funding.

The selected firm shall be responsible for providing all expertise, labor, facilities, tools, materials and equipment to perform the work.

The selected firm will be required to attend a minimum of two (2) City Council meetings and two (2) public meetings.

## PROPOSAL CHECK LIST

Please check each item and make sure that all required information is included in your Proposal submission. Failure to submit this information may result in your submission being rejected as being a non-responsive and responsible Proposer.

- |                  |    |  |
|------------------|----|--|
| YES_____ NO_____ | 1. | Proposal Submittal Form                                |
| YES_____ NO_____ | 2. | Acknowledgment of Addendums                            |
| YES_____ NO_____ | 3. | Conflict of Interest Form                              |
| YES_____ NO_____ | 4. | Drug Free Workplace                                    |
| YES_____ NO_____ | 5. | Insurance Certifications                               |
| YES_____ NO_____ | 6. | Licenses   |
| YES_____ NO_____ | 7. | Qualifications (Including Reference Form)              |
| YES_____ NO_____ | 8. | Approach and Methodology                               |
| YES_____ NO_____ | 9. | Original and one copy and (1) PDF Electronic copy (CD) |

**PROPOSAL SUBMITTAL FORM (TAB #1)**

To: **City of Sidney**  
**201 W. Poplar St.**  
**Sidney, Ohio 45365**

\_\_\_\_\_ (Vendor) agrees to provide  
\_\_\_\_\_ to Sidney as defined in this RFQ  
in accordance with the requirements of the Specifications and Documents.

The undersigned Proposer has carefully examined the Specifications and Proposal/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and RFQ Documents, in the manner prescribed therein and to the standards of quality and performance established by the RFQ.

The undersigned agrees to the right of Sidney to hold all Proposals for a period not to exceed 120 days after the date of Proposal opening stated in the RFQ.

The undersigned accepts the payment policies specified in the RFQ documents.

The undersigned agrees that within fifteen (15) days from the date of acceptance of this Proposal, to execute the agreement and provide the required certificates of insurance.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(Month) (Year)

**INDIVIDUAL, FIRM OR PARTNERSHIP**

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

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

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

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Social Security Number or Taxpayer Identification Number: \_\_\_\_\_

CORPORATION

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

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

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

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Taxpayer (EIN) Identification Number: \_\_\_\_\_

State Under Which Corporation Was Chartered: \_\_\_\_\_

Corporate President: \_\_\_\_\_  
(Print Name)

Corporate Secretary: \_\_\_\_\_  
(Print Name)

Corporate Treasurer: \_\_\_\_\_  
(Print Name)

CORPORATE SEAL

Attest By: \_\_\_\_\_  
Secretary

ADDENDA RECEIPT VERIFICATION

Proposer acknowledges the receipt of Addenda Nos. \_\_\_\_\_

**CONFLICT OF INTEREST STATEMENT (TAB #3)**

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of SIDNEY, and the Ohio Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to SIDNEY any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of SIDNEY. The terms below shall be defined in accordance with the policies and Code of Ordinances of SIDNEY, and Ohio Statutes.

CHECK ALL THAT APPLY.

- To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.
- To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any SIDNEY employee, elected official or appointed official.
- To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a SIDNEY purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child.
- To the best of our knowledge, no SIDNEY employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business.
- To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of SIDNEY's Community Services Department.
- The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME (PRINT OR TYPE)

**DRUG FREE WORKPLACE (TAB #4)**

Preference shall be given to businesses with drug-free workplace programs. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

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Vendor's Signature

**REFERENCE FORM (To be included in Tab# 7)**

COMPANY NAME, ADDRESS, CITY, STATE, ZIP PHONE & FAX NUMBER and EMAIL ADDRESS	
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
Email Address:	
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
Email Address:	
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
Email Address:	
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
Email Address:	