**Instructions for RFP Template**

**Revised June 7, 2022**

The attached document is an *example* of what the final RFP document will look like.

The red textis the project information to be completed, on this form, by the Project Manager and reviewed and approved the Section Manager. After approval by the Section Manager and/or Administrator, the Section Manager is to e-mail this document to OSS. The following information is to be included:

* Project Overview
* Scope of Services
* Deliverables
* Meeting Requirements
* Consultant/Personnel Requirements
* Project Schedule

Delete the red text and enter information specifically for your project.

The scoring criteria cannot be changed unless the change is approved by Director Gallagher or Deputy Director Kelly Scocco. If either of them allow a change in the scoring criteria be sure to note that below and provide a copy of the e-mail approving the change.

Be sure to retain the numbering convention for easy future reference.

If one of these subject areas is not included, please tell us why it’s not included in the “NOTE to OSS” section below.

The text highlighted in yellow will be added by Office of Support Services.

If there is anything that OSS should know about this document that is not included, please provide that info below.

**NOTE to OSS:**

**City of Columbus**

**Solicitation Number: RFQXXXXXX**

**Request for Proposals for**

**Project Name [must come from CIB list]**

**Department of Public Service**

**Capital Improvement Project No: xxxxxx-xxxxxx**

**[Other department name]**

**Capital Improvement Project No: xxxxxx-xxxxxx**

**Version Dated: June 07, 2022**

**Response Due Date and Time:**

**Day DateTime, Eastern Time**

**Submit Electronic Proposal Package through Bonfire at:**

**<https://columbus.bonfirehub.com/login>**

**MBE/WBE GOAL FOR THIS PROJECT: Not Applicable**

**There have been many changes to the RFP documents and there are new forms to complete when submitting PROPOSALS. PLEASE REVIEW ALL SECTIONS OF THE DOCUMENTS. A virtual pre-PROPOSAL meeting will be held on February 24, 2022, at 10:00 A.M. (see SECTION 5 “RFP pre-PROPOSAL MEETING” for connection details.) *potential offerors ARE VERY STONGLY ENCOURAGED TO ATTEND THIS PRE-PROPOSAL* TO LEARN ABOUT THE DOCUMENT CHANGES.**

**PROPOSAL SIGNATURE FORM**

***This page, signed by an officer of the offering firm or a designated agent empowered to bind that entity in a contract with the Department of Public Service, should accompany each proposal submitted for consideration.***

I, the undersigned, having carefully examined the Request for Proposals (RFP), propose to furnish services in accordance therewith as set forth in the attached proposal.

I hereby certify that, to the best of my knowledge, this submission is complete and all statements made therein are true and accurate.

I also affirm I am duly authorized to sign and submit this response on behalf of the Offeror named below.

I further acknowledge that by signing this form I am representing that, in the event this proposal is accepted, the Offeror is willing and able to execute a contract in the form shown in the RFP with no changes to the terms and conditions unless approved by the Department of Public Service, with the understanding that the scope and compensation provisions will be negotiated and included in the final contract.

By my signature below, I attest that I have read, understand and agree to the terms, conditions and requirements set forth in the RFP and associated documents.

***Failure to sign and return this form may result in the rejection of the accompanying proposal.***

**OFFEROR CONTACT INFORMATION:**

OFFEROR (Company Name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT PERSON PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT PERSON EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AUTHORIZATION TO PROPOSE:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Title

**LOCATION OF LEAD OFFEROR FORM**

This form will be used to determine the scoring for the location of the lead offeror per Evaluation Criteria Section 7.1 of this Request for Proposal (RFP). Failure to submit this form will result in the proposal receiving one point for the location of the lead offeror. This form does not count toward the submission page limit for this RFP.

Location of Lead Offeror status (check only one box below):

Lead Offeror meets the definition of a City of Columbus local business (has a current and fixed local occupancy and is a taxpayer in good standing) by meeting all of the following criteria (10 points):

* Owns or leases office space within the corporate limits of the City of Columbus.
* The office space is occupied and used by at least one executive officer of the business entity.
* The office space has been owned or leased by this business for no less than twenty-four consecutive months immediately prior to the due date of this RFP; or if the business has relocated within the City of Columbus during the preceding twenty-four months, it has owned or leased office space within the City of Columbus for twenty-four consecutive months immediately prior to the due date of this RFP.
* The office space is not just a Post Office box or similar mailing address; is not a moveable work site such as a construction trailer or offices at a construction job site; is not a location zoned for residential use, unless such a location is the sole office space owned and/or leased by the business entity; and is not a location rented or used by the business entity for temporary business functions such as meetings or teleconferences.
* Has filed tax returns for both net profits and payroll taxes with the City of Columbus for no less than two consecutive fiscal years preceding the due date of this RFP.
* Is current and compliant in the payment of any City of Columbus taxes on payroll and net profits; of, if not current and compliant, has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement at the due date of the RFP.

Lead Offeror is located within Franklin County, either not within the City’s corporate limits or does not meet all of the criteria for a City of Columbus local business as detailed above (7 points).

Lead Offeror is located within one of the counties adjoining Franklin County, Ohio (5 points).

Lead Offeror is located within the State of Ohio (3 points).

Lead Offeror is located outside the State of Ohio (1 point).

I hereby certify that the Location of Lead Offeror status claimed above is true and accurate. I also affirm I am duly authorized to sign and submit this information on behalf of the Offeror.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Title

**TERMS AND CONDITIONS FOR SUBMITTING PROPOSALS**

**SPECIAL CONDITIONS**

Special conditions included in the specifications, if inconsistent with provisions included in this "Terms and Conditions for Submitting Proposals" section, shall take precedence over any provisions in this "Terms and Conditions for Submitting Proposals” section.

**SUBMISSION OF PROPOSAL**

Proposals must be submitted according to the information contained in the Request for Proposal form.

All proposals and other material submitted in response to this Request for Proposal (RFP) become the property of the City of Columbus. The City may choose to retain or return these materials to the offeror, at the offeror’s expense.

**ACCEPTANCE AND REJECTION**

This proposal submitted by the Consultant to the City of Columbus will be accepted or rejected within a period of 180 days from proposal due date. The City reserves the right to waive technicalities and to request new proposals (rebid) for the advertised project. Each Request for Statements of Qualifications and Request for Proposals issued by the City may be cancelled and a proposal may be rejected in whole or in part when it is for good cause and in the best interests of the City.

**WITHDRAWAL OF PROPOSALS**

Consultants may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals. However, no Consultant shall withdraw or cancel a proposal for a period of 180 calendar days after said advertised closing time for the receipt of proposals.

**DEFAULT PROVISION**

In case of default by the Consultant, the City of Columbus may terminate and may procure the articles or services from other sources and hold the Consultant responsible for any excess costs occasioned or incurred thereby.

**SIGNATURE REQUIRED**

By submitting this response electronically, offeror is affixing an electronic signature as defined by the Ohio Uniform Transactions Act. Said signature represents that he/she has the authority to bind the entity to the terms and conditions contained herein

**APPLICABLE LAWS**

The Revised Code of the State of Ohio, the Charter of the City of Columbus, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, purchases, and wage theft prevention, are made a part hereof.

**REMEDIES**

All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Consultant arising out of or relating to this Contract or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio. Terms and conditions, submitted with this proposal, which are contrary to City Code or Charter shall be disregarded for the purpose of any subsequent contract.

**CONTRACT**

The Consultant to whom an award is made will be required to execute a written contract with the City of Columbus, Ohio, within seven days after receiving such contract for execution.

**TAXES**

The City, being a municipality, is tax exempt. Federal and/or State Taxes are not to be included in prices quoted. The successful Consultant will be furnished an exemption certificate if needed.

**PUBLIC RECORDS REQUESTS**

The City of Columbus, as a political subdivision of the State of Ohio, is subject to Ohio Revised Code Chapter 149, known as the Ohio Public Records Law. Consequently, the Offeror understands that ALL documents submitted in response to this RFP are considered public records and WILL be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law. If you contend that certain CLEARLY MARKED portions of your response constitute an exception to Ohio’s public records law, you MUST submit your legal basis in support of that assertion with your response.

If a public records request is made for any portion of the documents that you have submitted and you have NOT clearly marked such documents as information constituting an exception to Ohio’s public records law, your information will be released immediately.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio’s public records law, AND you have submitted the legal basis supporting such claim, the City will release a redacted version of your information to the requestor and notify you that a request was made and that a redacted version of your response was released. Should the requestor indicate that the redacted version is not sufficient for their purposes, you then will be IMMEDIATELY responsible for obtaining an order from a Court of competent jurisdiction in Franklin County, Ohio, enjoining release of your clearly marked information constituting an exception to Ohio’s public records law.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio’s public records law, but you have NOT submitted the legal basis supporting such claim, the City WILL RELEASE your information to the requestor and notify you that a request was made and that your response was released.

DO NOT mark your entire response/submittal as information constituting an exception to Ohio’s public records law. If your entire response/submittal is so marked, the City of Columbus will not consider your offer.

**COSTS INCURRED FOR PROPOSAL SUBMISSIONS**

The City is not liable for any cost associated with the preparation of the proposal or any other costs incurred by any offeror prior to the execution of the Contract. The rejection of any proposal in whole or in part, at the City’s sole discretion, will not render the City liable for incurring any cost or damage.

**CONTRACT COMPLIANCE**

All consultants shall identify all sub-consultant(s) who will perform any type of contracting on City proposal(s). All consultants shall include in their proposal response the anticipated scope of work and percentage of work that will be performed by all sub-consultant(s), along with their contract compliance number(s).

All consultants, including sub-consultants, who are party to a contract as defined in Columbus City Code 3901.01, must hold valid contract compliance certification numbers before a contract can be executed. The consultant and all sub-consultants must have valid contract compliance certification numbers within seven business days of the City issuing a notification of intent to award the contract. If the consultant or any subconsultants do not all have valid contract compliance certification numbers by that time, the City may rescind the contract award and award another offeror.

Go to Vendor Services to verify that vendors have a valid contract compliance number. Vendor Services can be accessed via:

[http://vendorservices.columbus.gov/](http://vendors.columbus.gov/sites/public/VendorPortal/Enterprise%20Portal/default.aspx?&WDPK=initial&WMI=VendProfileDefault&redirected=1&WCMP=COLS&WMI=VendProfileDefault)

Vendor Services contact information is:

**Email:**[**vendorservices@columbus.gov**](mailto:vendorservices@columbus.gov) **Phone: 614-645-8315**

Contact the City’s Office of Diversity and Inclusion for assistance with identifying potential minority owned or female owned consultants.

Tia Roseboro

Email: [THRoseboro@Columbus.gov](mailto:THRoseboro@Columbus.gov)

Phone: 614-645-2203

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**REQUEST FOR PROPOSAL**

#### Project Information

#### 1.1 Project Name: James Road/Stelzer Road Preliminary Engineering (name must be from CIP list)

Capital Improvement Project No: xxxxxx-xxxxxx

1.2 Project Overview**:**

This project involves the preparation of an Engineering Source Document to propose and evaluate alternatives reflecting the complete streets concept for a streetscape project for Stelzer Road from Allegheny Avenue/James Road to Ole Country Lane, tying into the Franklin County improvement. The source document should utilize the streetscape concepts presented in the *Port Columbus International Airport Streetscape and Landscape Concepts for International Gateway and Stelzer Road* as a guide.

The selected Consultant shall attend a scope meeting anticipated to be held on/about June 15, 2012. If the Project Manager is not available, the Consultant may designate an alternate(s) to attend.

1.3 References:

1.3.1 Port Columbus Area Development Partnership – Joint Economic Development Strategy <http://td.ci.columbus.oh.us/Bizdevelopment/PlanList/index.asp>

1.3.2 Port Columbus International Airport Streetscape and Landscape concepts for International Gateway and Stelzer Road (see attachment on Consultant Services web site).

1.3.3 City of Columbus Bicentennial Bikeways Plan and Pedestrian Thoroughfare Plan.

1. General Design Requirements: <https://www.columbus.gov/publicservice/Design-and-Construction/document-library/CIP-Design-Resources/>

**2. Scope of Services:**

The scope of services follows; however, the consultant is encouraged to suggest deletions or additions within their Understanding of the Project/Project Approach if they believe changes will better meet the objectives of the project. The final project scope and contract pricing will be determined in meetings between the Department of Public Service and the offeror the Department selects for potential contact award.

The scope of services that follows generally describes services the selected consultant is expected to be capable to perform. With each task assigned under this General Engineering contract, a task-specific Scope of Services and associated fee for services will be agreed to by the Department and consultant prior to proceeding.

2.1 Refine concepts to add street trees, lighting, grass medians, and street furniture. Coordinate with the City Forester, Jack Low, to determine street tree selection and planting standards. Note any street light and planting limitations/restrictions near the Columbus Regional Airport Authority.

2.2 Identify stakeholders who would have an interest in or would be impacted by a streetscape project and roadway improvements. Utilize *Port Columbus Area Development Partnership - Joint Economic Development Strategy* as a reference.

2.3 Prepare aTraffic Engineering Study for the corridor from Allegheny Avenue to Ole Country Lane tying into the Franklin County improvement.

2.3.1Existing and 2030 design year volumes.

2.3.2 Perform 24 hour counts on Stelzer Road between the new International Gateway interchange and Johnstown Road and between 17th Avenue and Aircenter Drive.

2.3.3 Perform manual turning movement counts from 7-9 AM and 3-6 PM at the intersections of Stelzer with Allegheny/Old James, 17th Avenue, Aircenter Drive and Johnstown Road to identify the typical weekday AM and PM volumes. No Monday AM peak-hour or Friday PM peak hour counts are to be taken. Perform 24 hour counts at these same intersections and allow for separation of the turning movements on the side street approaches for signal warrant analyses.

2.3.4 Traffic signal warrants for all existing traffic signals. Include collision diagrams reflecting the most recent three years of data available.

2.3.5 Capacity analysis for existing traffic using HCS software.

2.3.6 Utilizing the regional travel demand model MORPC will project Average Daily Traffic (ADT) and determine Design Hourly Volumes for all movements at selected intersections. Known or expected development traffic should be superimposed upon forecasted growth to determine DHV. Refer to the traffic study currently being prepared by NetJets for trip generation impacting the Stelzer Road/Johnstown Road intersection and utilize the data gathered for that study to the extent possible. Review potential development as noted in the *Port Columbus Area Development Partnership - Joint Economic Development Strategy*. Coordinate with the City’s Department of Development to ascertain proposed generators not included in the MORPC model.

2.3.7 The consultant will determine the required geometry using HCS software for capacity analysis for a Level of Service D after acceptance of forecasted traffic volumes. Geometry and a LOS will be determined for any locations where a LOS D would not be feasible.

2.3.8 Review existing plans to be provided for intersection project for Seventh Avenue at Stelzer. Verify need for proposed improvements and analyze for substandard design elements.

2.3.9 Investigate improvements needed at intersection of Stelzer and Johnstown Road, including alternative intersection control treatments such as a roundabout. Provide schematics and capacity analyses.

2.3.10 Analyze the operation of the Stelzer Road/Fifth Avenue/Seventh Avenue movements. Make recommendations for appropriate improvements to improve mobility. Determine improvements needed on the adjacent street system if the Stelzer Road/Fifth Avenue ramps would be eliminated.

2.3.11 Refer to Interchange Modification Study available from ODOT for IR 670/International Gateway and Part 1/Part 2 construction plans to confirm consistent future traffic volumes, roadway geometry and lane use.

2.3.12 The TES will include photographs documenting existing conditions.

* 1. Typical Section

2.4.1 Refine, if necessary, typical section presented in the *Port Columbus International Airport Streetscape and Landscape Concepts for International Gateway and Stelzer Road.*

2.4.2 Investigate how to address transit, pedestrian and bike facilities for users of all ages and abilities. Refer to *City of Columbus Bicentennial Bikeways Plan* and *Pedestrian Thoroughfare Plan*. Propose treatments to ensure pedestrian safety.

2.4.3 Develop conceptual cost estimates for alternatives. Include utility relocation and/or burial costs.

2.5 Access Management Plan

2.5.1 Address access management including existing median openings from Sixth Avenue to Johnstown Road to restrict unsafe movements. The access management analysis should be based on three years of crash data and the ODOT access management spacing standards.

2.6 Provide preliminary recommendations for Best Management Practices for storm water management.

2.7 Map existing right-of-way limits and potential rights-of-way limits for each alternative. Assess potential right-of-way impacts.

2.8 Identify existing utilities and location of facilities. Research existing easements and develop alternatives for relocation or consolidation of facilities to improve aesthetics and provide cost estimates.

2.9 Analyze existing sidewalk widths on Fifth Avenue bridge and railroad bridge for compliance with City of Columbus standards and compatibility with recommended pedestrian/bicycle approach treatments. Identify improvements needed to accommodate recommended treatment. Refer to concepts presented in *Port Columbus International Airport Streetscape and Landscape Concepts for International Gateway and Stelzer Road*.

2.10 Assist the City with completion of an OPWC application, if requested.

2.11 Develop and implement a subsurface investigation program based on ODOT *Geotechnical Bulletin GB 1*. Provide alternative pavement designs, cost estimates and Life Cycle Cost Analysis for each pavement alternative and make recommendation regarding pavement design. Include a minor rehabilitation alternative if appropriate based on pavement condition.

2.12 IF AUTHORIZED

2.12.1 Upon acceptance of the Engineering Source Document proceed with development and submittal of the Line, Grade and Typical Section for Stelzer Road from Allegheny/James intersection to Ole Country Lane and preliminary cost estimate.

● Include Conceptual Maintenance of Traffic plan.

● Develop and recommend construction project phasing.

2.12.2 Upon completion of all traffic counts and capacity analyses, develop an alternative typical section that provides an acceptable level of service and retains to the extent possible the streetscape features reflected in the *Port Columbus International Airport Streetscape and Landscape Concepts for International Gateway and Stelzer Road.*

2.12.3 Subsurface Utility Engineering, Level A, from Allegheny Avenue to Ole Country Lane.

2.13 Project Deliverables:

2.13.1 Engineering Source Document containing all information referenced in preceding Scope of Services.

2.13.2 Line Grade and Typical drawings.

2.14 Meetings:

2.14.1 The Consultant shall allocate time to attend monthly coordination/progress meetings with the City. No more than two representatives from the consultant shall attend.

2.14.2 The Consultant shall provide for the following additional, if-authorized, meetings: Two meetings with City officials and other affected parties as applicable where materials shall be presented formally and include a PowerPoint presentation.

**3. Consultant/Personnel Prequalifications**

3.1 ODOT prequalification required:

The team shall be prequalified in all of the following work types and meet all applicable ODOT inspection certifications and training requirements for the listed work types at the time the proposal is submitted:

3.1.1 Roadway: Bicycle Facilities and Enhancement Design

3.1.2 Roadway: Non-Complex Roadway Design

3.1.3 Roadway: Complex Roadway Design

3.1.4 Interchange Justification/Modification Study

3.1.5 Safety Study

3.1.6 Right of Way Plan Development – Limited

3.1.7 Right of Way Plan Development – Complex

3.1.8 Subsurface Utility Location Services

3.1.9 Bridge Design: Level 1.1 Bridge Design

3.1.10 Bridge Design: Level 1.2 Bridge Design

3.1.11 Bridge Design: Level 2 Bridge Design

3.1.12 Bridge Inspection: Level 1 Bridge Inspection

3.1.13 Bridge Inspection: Level 2 Bridge Inspection

3.1.14 Bridge Inspection: Underwater Dive Bridge Inspection

3.1.15 Soils/Geotechnical Services: Geotechnical Engineering Services

3.1.16 Soils/Geotechnical Services: Geotechnical Testing Laboratory

3.1.17 Soils/Geotechnical Services: Geotechnical Field Exploration Services

3.1.18 Soils/Geotechnical Services: Geotechnical Drilling Inspection Services

3.1.19 Traffic Signal Design: Basic Traffic Signal Design

3.1.20 Traffic Signal Design: Traffic Signal System Design

3.1.21 Highway Lighting Design: Limited Lighting Design

3.1.22 Highway Lighting Design: Complex Lighting Design

3.1.23 Environmental Services: Environmental Document Preparation – EA/EIS

3.1.24 Environmental Services: Environmental Document Preparation – CE

3.1.25 Environmental Services: Environmental Document Preparation – Section 4(f)

3.1.26 Environmental Services: Ecological Surveys

3.1.27 Environmental Services: Stream and Wetland Mitigation

3.1.28 Environmental Services: Waterway Permits

3.1.29 Environmental Services: Air Quality Analyses

3.1.30 Environmental Services: Noise Analyses and Abatement Design

3.1.31 Environmental Services: Archaeological Investigations

3.1.32 Environmental Services: History/Architectural Investigations

3.1.33 Environmental Services: ESA Screening, Phase I ESA and Phase II ESA

3.1.34 Environmental Services: ESA Remedial Design

3.1.35 Right of Way Acquisition Services: Project Management for Right of Way Acquisition Services

3.1.36 Right of Way Acquisition Services: Title Research

3.1.37 Right of Way Acquisition Services: Value Analysis

3.1.38 Right of Way Acquisition Services: Appraisal

3.1.39 Right of Way Acquisition Services: Appraisal Review

3.1.40 Right of Way Acquisition Services: Negotiation

3.1.41 Right of Way Acquisition Services: Closing

3.1.42 Right of Way Acquisition Services: Relocation

3.1.43 Right of Way Acquisition Services: Relocation Review

3.1.44 Construction Inspection and Administration: Project Inspector

3.1.45 Construction Inspection and Administration: Project Structure Inspector

3.1.46 Construction Inspection and Administration: Coatings Inspector

3.1.47 Construction Inspection and Administration: Traffic Signal and Lighting Inspector

3.1.48 Construction Inspection and Administration: Soils and Aggregate Inspector

3.1.49 Construction Inspection and Administration: Construction Engineer Level 1 / Construction Manager

3.1.50 Construction Inspection and Administration: Construction Engineer Level 2

3.1.51 Construction Inspection and Administration: Construction Management Firm

3.1.52 Cost Accounting System: Unlimited

To begin the ODOT prequalification process, go to

<https://www.transportation.ohio.gov/working/engineering/consultant-services>, then click on “Consultant Prequalification Requirements & Procedures” under “Prequalification Information and Supporting Materials”.

To confirm ODOT prequalifications go to <https://www.transportation.ohio.gov/working/engineering/consultant-services>, click on “Firm Prequalified List” under “Prequalification Information and Supporting Materials”.

The City is not able to answer questions about ODOT prequailifications other than to state what was listed as a required ODOT prequalification and why. For all other questions concerning ODOT prequalification, contact ODOT by going to <https://www.transportation.ohio.gov/working/engineering/consultant-services>, then clicking “Contact Us” or Help Center” at the bottom of the page.

3.2 Other prequalifications required

3.2.1 list them (note – curb ramp training is no longer required for any projects)

3.2.2

**4. Project Schedule:**

RFP Due: February 4, 2009

Consultant Selected: March 2009

City Council Legislation: March 2009

Notice to Proceed: April 2009

**5. RFP Pre-Proposal Meeting**: None

**6. Proposal Submittal Instructions:**

6.1 Proposals will be received electronically via Bonfire until 10:00 AM Eastern Time on XXX, 2014. Only proposals received via Bonfire prior to the due date and time and will be reviewed and considered for contract award. Proposals should not be able to be submitted via Bonfire after the due date and time. If any proposals should be received after this date and time, they will be rejected by the City. Proposals sent or delivered to the City using any other method will not be reviewed.

To Submit a proposal via Bonfire go to:

<https://columbus.bonfirehub.com/login>

Note: The Bonfire link listed above for submitting proposals is not a help link. See Section 6.2.3 for help with submitting a proposal through Bonfire. See Section 6.3 for information concerning submitting a question concerning this Request for Proposal.

6.2 Electronic Submittals

6.2.1 Proposals shall be submitted as a PDF document. Please do not embed any documents within the uploaded file as such documents will not be accessible or evaluated.

6.2.2 Notes Regarding Submissions

6.2.2.1 Proposals will only be visible and accessible to the Department or evaluators after the Closing Time.

6.2.2.2 Uploading large documents may take significant time, depending on the size of the file(s) and the Internet connection speed of the Offeror.

6.2.2.3 Offerors are solely responsible for ensuring their proposals have been successfully uploaded and received by Bonfire before the Closing Time specified in the RFP. Technical problems uploading a submission, or longer than expected upload times, causing a response to miss the due date and time will not be considered valid reasons for accepting a late response.

6.2.2.4 The City cannot see any uploads in Bonfire prior to the Closing Time specified in the RFP. The City is unable to tell you if your upload was successful until after the Closing Time specified in the RFP.

6.2.2.5 Minimum system requirements:

* Use a browser supported by Bonfire: Internet Explorer 11 or Microsoft Edge (Windows); Google Chrome (Windows and Mac): or Mozilla Firefox (Windows and Mac).
* JavaScript and browser cookies must be enabled.

These minimum requirements are in place to ensure a secure and stable submission process. If you have a question about system requirements, contact Bonfire per the contact information in Section 6.2.3 of this document.

6.2.3 Bonfire Technical Help

The City of Columbus is using a Bonfire portal for accepting and evaluating proposals digitally. Offerors must contact Bonfire for technical help related to submissions at:

* <https://columbus.bonfirehub.com/portal/support>
* or [Support@GoBonfire.com](mailto:Support@GoBonfire.com)
* or 1-800-354-8010 (extension 2)

6.3 Questions Concerning the Request for Proposal Information

The deadline for question submittal for this RFP is October 23, 2018.

Direct questions via e-mail only to: [capitalprojects@columbus.gov](mailto:capitalprojects@columbus.gov)

The subject line should reference the Recycling Program Consultant Study.

In order to receive consideration, questions must be received by the “deadline for question submittal for this RFP” listed above. Any interpretations of questions so raised, which in the opinion of the City or its representative require interpretations, will be issued by addenda posted on the Bonfire website. A notice stating addenda was posted on Bonfire will also be posted on the City’s Vendor Services website. The City or its representative will not be bound by any oral interpretations which are not reduced to writing and included in the addenda.

No contact regarding an RFP is to be made with the City after the RFP has been posted other than through the generic e-mail listed in this section, or in response to an email from the City sent following up on a question submitted to the generic e-mail address. Making contact with anyone else regarding this RFP after it has been issued, and prior to the due date and time, may result in the disqualification of any proposal submitted by the company of the person that made the contact.

For technical questions regarding submissions/Bonfire, see Section 6.2.3.

6.4 Evaluation

Proposals will be evaluated based on the evaluation criteria listed in Section 7 below and in accordance with Columbus City Code, Title 3, Chapter 329.

6.5 Proposal Page Limit and Page Format

6.5.1 Proposals may not exceed twenty (20) letter-size (8.5” x 11”) pages and shall include the information specified in 6.6.3. A “page” is one side of a sheet of 8.5” x 11” paper with text, graphics, etc. If only one side of a sheet of paper has text, graphics, etc., then that is counted as one page. If both sides of a sheet of paper have text, that is counted as two pages. Proposals exceeding the twenty page limit will be rejected.

6.5.2 The Proposal Signature Form and the Location of Lead Offeror form are required forms. Those documents shall be signed by a person authorized to obligate the Offeror’s firm and included as the front pages of the Offeror’s proposal.

6.5.3 Page numbers are desired and requested to be centered at the bottom of each page.

* The Proposal Signature Form and the Location of Lead Offeror Form are either not to be numbered or are to be numbered with Roman numerals (i) and (ii),
* The page numbering is to start with the first page of the Proposal Content (Section 6.6 below).

6.5.4 Font size should be 12 point. A font type of Times New Roman or Arial is preferred but any font type can be used. The purpose of this standard font size is for all proposals to have roughly the same amount of space for their response, giving each Offeror an equal opportunity to present their ideas and information, while staying within a 20 page limit. Offerors not following this criteria may be reformatted by Public Service to meet this standard. Reformatted proposals that exceed the 20 page limit will be rejected per 6.5.1.

6.5.5 Cover letters are not required. If submitted, a cover letter will count against the 20 page limit of the proposal.

6.5.6 Unless listed as an exception in Section 6.5.7, appendices or additional information in any form (even if the information is uploaded into Bonfire as an additional document) will be counted against the page limit.

6.5.7 Pages that will not count against the page limit are:

* Proposal Signature Form
* Location of Lead Offeror Form
* Documentation from ODOT verifying ODOT prequalification status
* Documents uploaded to verify other prequalification requirements
* Section tab dividers (unless they contain text other than that necessary to identify the section)
* Title pages (unless they contain more information than just titles)

6.6 Proposal Content

6.6.1 The purpose of this section is to standardize the information received and the order in which it is presented, aiding the evaluation committee in reviewing and scoring proposals by preventing them from having to hunt for information scattered throughout a proposal. Following this format also helps the Offeror as it minimizes the chance that required information, or information critical to scoring of the proposal, will be overlooked.

6.6.2 Provide the information requested in response to this RFP in the order outlined below. The Department of Public Service may reject any proposal that does not provide the information in the order stated below.

6.6.3 Proposals are to address each of the following subjects in the order specified below, organizing the required information using the headings provided below. These elements correspond to the evaluation criteria noted in Section 7. **Note that page breaks are not required between sections.**

Section A. Proposal Signature Form and Location of Lead Offeror

Provide the completed and signed Proposal Signature Form located near the beginning of the RFP and locate it at the beginning of your PDF submission.

For the Lead Offeror (Lead Consultant), provide the completed and signed Location of Lead Offeror Form located near the beginning of this RFP document and include it as the page immediately following the Proposal Signature Form.

Section B. Anticipated Project Team

Identify the Project Team, including sub-consultants, the percentage of contract dollars anticipated to be paid to each firm, along with the address of each team member’s office. (The percentage of contract dollars is not to be listed as a range.) The overall subcontracted percentage listed in the contract that results from this RFP is expected to be at least the amount the Offeror listed in the proposal. Also include the DUNS Number or CAGE Code, City of Columbus contract compliance certification number, the City certification business type, and the contract compliance expiration date for each firm.

Replicate the table below in your proposal, providing the requested information for each firm on your team.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Project Team | | | | | | |
| Firm Name | Full Address of Firm | DUNS Number or United States CAGE Code | City Contract Compliance Number (CC#) | Current City Certification Type (MAJ, MBE, WBE, etc.) | Contract Compliance Expiration Date | % of Contract Dollars |

Immediately beneath the table state the following:

* Number of Columbus based employees for the Lead Consultant.
* Number of employees company-wide for the Lead Consultant. (State this second number even if the number is the same as the number of Columbus based employees.)

Include an organizational chart showing key individuals that are assigned to the project along with resumes of the Project Manager and key Project Team members’ containing professional information relevant to the project.

Project Manager. Present the education, experience, and availability of the Project Manager. Availability shall be indicated as hours per week on average.

Project Team. Present the education, experience, and availability of the key team members. Availability shall be indicated as hours per week on average. Also include what the various firms will be assisting with on the project.

ODOT Prequalification. Replicate the table below (minus the information in the example) in the proposal, providing the information on ODOT Prequalification of work types (Section 3.1 of this RFP) if ODOT prequalification is required for this project. Include a copy of the ODOT documentation verifying prequalification status issued to each firm named in this section showing they are ODOT prequalified for the work types. The ODOT verification documentation is not to be placed with the other information in this section but is to be uploaded in Bonfire as a separate PDF attachment named “ODI prequalification letters”. The ODOT documentation uploaded in this manner will not count against the proposal page limit.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ODOT Prequalification Table | | |  |  | |
| RFP Section | Prequalification Work Type | Firm | | |
| 3.1.5 | Safety Study | Company A | | |

Other Prequalifications Required.

If other prequalifications are required per Section 3.2 of this RFP, replicate the table below (minus the information in the example) in your proposal, and provide the requested information. Any documentation listed as needing to be submitted with the proposal as proof of meeting these prequalifications is to be uploaded in Bonfire as a separate PDF attachment named “Other prequalification documentation”. (Do not include this documentation in the response to this section.) This documentation will not count against the proposal page limit if uploaded in this manner.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Other Prequalification Required Table | | |  |  | |
| RFP Section | Prequalification | Firm | | |
| 3.2.1 | Level Four Storm Sewer Design Certification | Company A | | |

Address topics discussed in Section 7.2.

Section C. Relevant Experience and Past Performance

Present the proposed Project Manager’s and Project Team members’ experience and past performance on specific projects relevant to this project. For each project identified include: Team member(s), project name, project owner and contact information, design contract amount, and the date the contract was awarded. Projects with greater relevancy to this project will be given greater consideration.

Address topics discussed in Section 7.3.

Section D. Understanding of the Project/Project Approach

Present the Consultant’s understanding of the scope, challenges, and limits within the context of the project. Include an explanation of public involvement, innovative approach, and cost containment measures for design and construction.

Address topics discussed in Section 7.4.

Section E. Environmentally Preferable Offeror

Innovative/Green Approach – Description of green and innovative approaches with their impact on project scope, budget, and schedules. Description of the team’s experience with City of Columbus Stormwater Control Practices (SCP).

Address topics discussed in Section 7.5.

### 7. Evaluation Criteria:

7.1 Location of Lead Offeror (Maximum 10 points)

The City of Columbus places a high value on talent in the Central Ohio region and emphasizes its use on City projects as much as possible. Evaluation points for location are awarded based upon the location of the Lead Offeror as follows:

7.1.1 Location is within the City of Columbus corporate limits and meets all criteria for a City of Columbus local business as defined in City Code 329.01(aa) (10 points)

7.1.2 Location is within Franklin County, either not within the City’s corporate limits or does not meet all of the criteria for a Columbus local business as defined in City Code 329.01(aa) (7 points)

7.1.3 Location is within one of the counties adjoining Franklin County, Ohio (5 points)

7.1.4 Location is within the State of Ohio (3 points)

7.1.5 Location is outside the State of Ohio (1 point)

It is the responsibility of the Offeror to clearly indicate the location of the Lead Offeror. Failure to do so, or failure to submit the Location of Lead Offeror Form, may result in the Offeror being assigned 1 point for location.

7.2 Anticipated Project Team (Maximum 40 points)

The score in this category is based on the training, education, experience, and availability of the individuals assigned to the project.

7.2.1 Project Manager (20 points maximum). Points will be awarded based on the education, experience, and availability of the proposed Project Manager. An example of the preferred Project Manager is someone with many years of local experience in the type of work that is to be performed on the project with a demonstrated history of managing projects, leading a team of professionals, and communicating with concerned citizens or groups. The proposed Project Manager shall be evaluated according to the following criteria:

7.2.1.1 Education – education consistent with the requirements of the project.

7.2.1.2 Relevant Experience – experience relevant to the type of project advertised in this RFP. Projects cited should be adequately described to enable an evaluation committee member to determine the project scope, size, and complexity.

7.2.1.3 Overall Experience – years practicing as a professional engineer, number of years with the lead firm, and number of years of experience with the type of work required by the project.

7.2.1.4 Communications Experience – experience working with citizens, neighborhood groups, utility companies and City departments. Specific examples should be given.

7.2.1.5 Availability – the number of hours of availability of the Project Manager for the project per week.

7.2.2 Project Staff (20 points maximum)

Other project team members will be evaluated according to their experience with similar projects and City of Columbus or other local experience. Teams with the most relevant experience with this type of project will receive more points, as explained above. Forming partnerships with other firms to create a stronger, better qualified Project Team also will receive more points. Points will also be awarded based on how the lead consultant expects to share the work with the other team members.

7.3 Past Performance (Maximum 15 points)

The Consultant should describe the proposed Project Manager’s and key staff’s past performance on similar projects. Resultant scores shall be determined based on similar project performance (projects not performed for the Department of Public Service) as well as past performance on Department of Public Service projects. Scores will be based on quality of work, ability to meet deadlines, previous communication history, organizational skills, and the ability to maintain a project budget. Responses should address these areas on each project referenced. The referenced projects should have some correlation with the projects identified in the previous section for the experience of the Project Team. Firms with similar past projects and experience working together as a Project Team will receive more points.

7.4 Understanding of Project/Project Approach (Maximum 30 points)

The Consultant should demonstrate a thorough understanding of the project and how the Consultant’s entire team will successfully execute the project. The score will be based on the completeness of the responses. The Consultant should make a clear presentation of how the project team is organized, their understanding of the project requirements including the challenges and areas of risk, and a detailed plan for execution.

Specifically, the Consultant’s proposal should contain a narrative description tailored to the project, describing staff assignments and the approach the Consultant intends to take to complete the project. The proposal should identify unique characteristics of the project and the challenges those elements present as well as options to overcome those challenges.

Increased value is placed on innovative concepts that may save time or money or that will lead to a more successful project. These concepts should be well conceived, clearly defined, and demonstrate a thorough understanding of the project and best engineering practices.

7.5 Environmentally Preferable Consultant (Maximum 5 points)

The consultant should give due consideration to environmental elements in the project. The City is seeking an offeror who will assist the City by providing services that will have a lesser or reduced effect on human health and the environment. Such approaches will be considered for feasibility and must be clearly defined including their impact on project scope, budget, and schedule. Factors that will be considered by the evaluation committee include:

1. The use of green technology within the project and the Consultant’s experience with City of Columbus Stormwater Control Practices (SCP).
2. The team members that will be working on the environmental initiatives and their experience working on similar initiatives.
3. Inclusion of green memo initiatives with the project should also be clearly defined.
4. If the environmental elements are cost-effective, including, but not limited to, life-cycle costs.
5. If the environmental elements are known or anticipated to perform as needed.
6. If the environmental elements are available in the necessary timeframe.
7. If a competitive market exists for the environmental elements.
8. If reliance on the proposed environmental elements would adversely impact the quality and reliability of the good or service to be procured.

**8. Incentive Credit**

City certified MBE/WBE firms that submit a proposal may be eligible to receive an incentive credit of 5% of the total evaluation points used to score Requests for Proposals and Requests for Statements of Qualifications. To be eligible for the incentive credit the firm must:

* Be the prime consultant.
* Be certified by the City’s Office of Diversity and Includion (ODI) as an MBE/WBE capable of providing the type of professional services sought by the City at the proposal due date.
* Be a member of the ethnic and gender groups determined by the City’s 2019 Disparity Study to have a statistically significant disparity in the awarding of City professional services contracts. (The eligible groups for Professional Services RFP’s are African Americans, Hispanic Americans, and Caucasian Females.)
* Submit a completed FORM B13 (Bid Discount / Proposal Incentive Credit Request Form) with the proposal.

FORM B13 is to be submitted as a PDF document and uploaded in Bonfire separate from all other proposal documents.

* This PDF document is to be named “FORM B13”.
* The document formatting requirements of the RFP (such as font type and size) will not apply to this document.
* This document will not apply to the proposal page limitation as long as it is limited to information requested on the form.

ODI will review the request and determine if the offeror is eligible to receive the incentive credit. If ODI approves the request, the offeror’s evaluation score will be increased by 5%.

A copy of FORM B13 should have been included as one of the RFP documents and posted on Bonfire. A copy of the form is also available at:

<https://www.columbus.gov/publicservice/Design-and-Construction/document-library/Consultant-Selection/>

### 9. Selection Process:

The Department of Public Service will appoint an Evaluation Committee (Committee) to evaluate proposals received. The Committee will be composed of at least three voting members. Voting members include staff from the Department of Public Service and may include staff from other City departments and/or representatives from other organizations as appropriate.

The Committee will evaluate all offerors and proposals received and rank the offerors based upon the evaluation criteria specified in the RFP. A certified MBE/WBE offeror's proposal may include a request for an incentive credit equal to five percent of the offeror's final evaluation score to be applied to the MBE/WBE offeror's final score. The Office of Diversity and Inclusion will review the request, and approve its application if the offeror is a certified MBE/WBE at the time the RFP was received by the City. The Committee may select two or more of the highest qualified offerors with which to hold additional discussions. Offerors not selected for further discussions may be excluded from further consideration for the contract upon notification by the Committee or city agency. The discussions may include, but are not limited to, presentations by the offerors to the Committee to elaborate upon their qualifications, proposals, and/or other pertinent information. The Committee may permit revisions of proposals so long as all offerors who are selected for additional discussions are given equal opportunity to revise their proposals.

Based upon the content of the proposals received including any revisions thereto, and upon any additional discussions with the offerors, the Committee will rank the remaining offerors based upon the evaluation criteria specified in the RFP. If an incentive credit was approved for a certified MBE/WBE offeror, it will also be applied to this ranking.

The Committee will submit its ranking of the offerors along with a written explanation to the Director of Public Service. The Director has discretion consistent with appropriate departmental and/or citywide administrative rules in selecting the offeror with which to enter into contract negotiations. The department will enter into contract negotiations with the selected offeror to determine the terms and conditions of the contract, including compensation to be paid by the City. If negotiations fail, negotiations with this offeror will be terminated, and the department may enter into contract negotiations with another offeror as selected by the Director. This process may continue until a contract is successfully negotiated.

Columbus City Council must approve the contract via a legislative request submitted by the Department of Public Service before a contract can be executed.

Per City Code Section 329.11 (Issuance of addenda – Cancellation of invitation for bids, requests for statements of qualifications, and requests for proposals), the Director of Finance and Management (or designee) or the Department of Public Service may issue addenda to cancel any invitation for bids, request for statements of qualifications, and/or requests for proposals, and may reject any or all bids or proposals in whole or in part when it is in the best interests of the City.

**Appendix B: Draft Professional Services Agreement**

**This contract is not to be signed and returned with the proposal. It is included as an example of the contract the awarded consultant will sign. The City is unlikely to agree to changes in the terms and conditions contained in this contract. Any requests concerning potential changes to the terms and conditions need to be presented as a question per the instructions for submitting questions in Section 6.3 of this RFP and will be answered per the instructions in that section.**

**PROFESSIONAL SERVICES CONTRACT**

**BETWEEN**

**CITY OF COLUMBUS, OHIO**

**AND**

**Consultant**

**FOR**

**PROJECT NAME**

**CAPITAL IMPROVEMENT PROJECT xxxxxx-xxxxxx**

This Contract is made and entered into by and between the City of Columbus, Ohio, acting through the Director of Public Service, pursuant to and under the authority of Ordinance No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, passed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by the Council of the City of Columbus and approved by the Mayor of said City, hereinafter designated as the CITY, and Consultant, located at address, hereinafter designated as the CONSULTANT. The Purchase Order/Contract number is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties.

**WITNESSETH:** That the CITY and the CONSULTANT, for mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

**SECTION 1 – GENERAL CONSIDERATIONS**

The CONSULTANT shall, for the agreed fees, furnish all technical and professional services necessary to fully and adequately perform and complete the Scope of Services (the “Services”) set forth in Exhibit A to this contract.. In so doing, the CONSULTANT shall comply with and follow all reasonable requests and instructions from the CITY, particularly with respect to the time, timing, and manner of performance of said Services and all applicable federal, state, and local laws, ordinances, rules, regulations, standards, policies, and practices governing the performance of the Services contemplated herein.

**SECTION 2 – PROVISION OF SERVICES BY THE CONSULTANT**

2.1 The CONSULTANT shall perform, or cause to be performed, the Scope of Services described in Exhibit A to this contract. All services and deliverables associated with the performance and accomplishment of the Scope of Services are hereinafter collectively referred to as the “PROJECT”. The CITY reserves the right to expand or reduce the Scope of Services or to cancel the PROJECT in whole or in part at its discretion at any time.

2.2 The CONSULTANT shall follow the latest version of the General Design Requirements, available online at <http://columbus.gov/Templates/Detail.aspx?id=74163>.

2.3 The CONSULTANT shall follow Executive Order 2015-01,Tree Protection and Mitigation, available online at <https://www.columbus.gov/Templates/Detail.aspx?id=65160>.

2.4 This Contract is NOT valid if the Scope of Services is NOT attached.

2.5 Evaluation of Services

The CONSULTANT understands, accepts, and agrees that the prosecution of the work delineated in Exhibit A of this contract shall be the primary basis for measuring the performance of the CONSULTANT and its sub-consultants during the PROJECT. By signing this Contract, the CONSULTANT consents to the CITY evaluating its performance and that of its sub-consultants and understands that any such evaluation may be used in future selections of consultants. Upon request, the CITY shall provide the CONSULTANT and its sub-consultants with written notice of any unsatisfactory evaluations and the reasons therefore, to which the CONSULTANT shall be entitled to submit a response.

**SECTION 3 – PAYMENT FOR SERVICES**

3.1 Contract Amount

3.1.1 The maximum amount to be paid for services rendered by CONSULTANT for this contract is $XXXXXXX, in accordance with Exhibit C “Cost Summary.” The maximum contract amount includes Basic Services, If Authorized Services, and Contingency.

3.1.2 If there are If Authorized Services or Contingency amounts for a project/task, the CITY shall issue a Notice to Proceed for each specific project/task as necessary to authorize the use of these funds. These sources of funds are not available for use without a Notice to Proceed specifically authorizing their use and stating how much is authorized for use.

3.1.3 The CITY is not obligated to spend the maximum amount authorized under this Contract.

3.1.4 Nothing contained in this Contract shall require the CITY to pay for any unsatisfactory work or work that is not in compliance with the Scope or terms of this Contract.

3.1.5 The CITY is not liable for the cost of any work the CONSULTANT performs in excess of the maximum contract amount minus any Contingency amount and/or If Authorized Services amount not yet authorized by the CITY. If the CONSULTANT performs work in excess of this amount prior to a properly executed contract modification or prior to written authorization for the use of Contingency or If Authorized Services funds, CONSULTANT understands and agrees such work is performed “at risk” by the CONSULTANT, the CITY is not obligated to pay CONSULTANT for this work, and the CONSULTANT may not receive payment for this work.

3.2 Invoicing and Payments

3.2.1 The CITY reserves the right to determine the payment schedule for each project/task authorized under this Contract. The CONSULTANT shall not invoice for a project/task more frequently than monthly without approval from the Department of Public Service’s Office of Support Services.

3.2.2 The consultant will submit a payment report with each invoice in a form, system, or format as required by the Department of Public Service. The primary purpose of the report is to allow tracking of payments to subconsultants/subcontractors but does include other information. The CONSULTANT will bill the CITY using the progress payment invoicing method. This method pays the CONSULTANT in proportion to the estimated percentage of the project that has been completed at the time of invoicing. (For example, if the CITY and the CONSULTANT agree the project is 75% complete, the CONSULTANT is entitled to be paid 75% of the dollar amount authorized for the contract to-date.) The “Progress Payment Invoice Template – Non-Task Contract” format will be used for all invoices submitted for this Contract. This invoice template includes the payment report currently in use. This template, and a memo to consultants explaining the switch to progress based payments, is located at:

[https://www.columbus.gov/publicservice/Design-and-Construction/document-library/Consultant-Selection/](https://www.columbus.gov/publicservice/Design-and-Construction/document-library/Consultant-Selection/%20%20%20)

The consultant will not be paid unless this report is completed and included with each invoice.

3.2.3 The invoice and affidavit are to be submitted via email as a PDF to: [Publicserviceinvoices@columbus.gov](mailto:Publicserviceinvoices@columbus.gov).

Do not combine invoices or projects on the PDF. The PDF is to be for one invoice and one project.

3.2.4 Routine and/or minor direct costs (expenses usually thought of as reimbursable expenses) are considered part of overhead costs and are to be negotiated into the price of the Contract. The CONSULTANT will not be reimbursed for these costs as a line item on an invoice. These costs include, but are not limited to: travel; mileage reimbursement; meals; parking; technology fees; copies; equipment rental; etc. These type of expenses will not be reimbursed even if negotiated as a separate line item in pricing for the contract.

3.32.5 CONSULTANT is not to bill CITY for time spent preparing proposals or invoices. This includes, but is not limited to, scope of services/fee negotiations; requests for use of Contingency funds or If Authorized funds; preparing proposals for contract modifications, etc. None of this type of work is eligible to be reimbursed by CITY to CONSULTANT and it is not to be considered when determining the progress payment percentage for invoices.

3.2.5 Payment terms are NET 30 upon receipt of a properly prepared and completed invoice that includes a progress report and a notarized Subconsultant Reporting Form/Payment Affidavit. Incomplete invoices, missing information, or delays in answering CITY questions about invoices will delay payment.

**SECTION 4 – MINORITY BUSINESS ENTERPRISE AND WOMAN OWNED BUSINESS ENTERPRISE (MBE/WBE) CONTRACT GOAL**

This contract was bid with an anticipated City of Columbus MBE/WBE Program goal of XX%. After the City of Columbus Office of Diversity and Inclusion’s (ODI) review of the Utilization Plan and other related information the Consultant submitted with their bid response, ODI has approved an MBE/WBE Program goal of XX% for this contract. Failure by the Consultant to meet this overall contract goal, and/or failing to spend the dollar amount/listed percentage with each City certified MBE/WBE firm approved for use toward the contract’s MBE/WBE goal, may subject the Consultant to penalties. Potential penalties were described in the “Penalties for Non-Compliance” section of the “RFP ATTACHMENT A: CITY OF COLUMBUS MBE/WBE PROGRAM SPECIAL PROVISION” document that was part of the bid documents for this contract and are incorporated here by reference.

This contract was bid with an anticipated City of Columbus MBE/WBE Program goal of XX%. After the City of Columbus Office of Diversity and Inclusion’s (ODI) review of the Utilization Plan and other related information the contractor submitted with their bid response, ODI has approved issuing this contract without an MBE/WBE Program goal. The contractor is not subject to following the City’s MBE/WBE Program or the terms and conditions of the “RFP ATTACHMENT A: CITY OF COLUMBUS MBE/WBE PROGRAM SPECIAL PROVISION” document that was part of the bid documents for this contract, nor is the contractor subject to the Penalties for Non-Compliance described in the Special Provision document.

This contract was not bid with a City of Columbus MBE/WBE Program goal and an MBE/WBE Program goal is not assigned to this contract. The requirements of the City’s MBE/WBE Program are not applicable to this contract.

**SECTION 5 – PERIOD OF SERVICES**

The CONSULTANT shall commence work on the Scope of Services immediately upon the issuance of written authorization by the CITY and shall continue until the delivery of the entire scope of services are complete and accepted by the CITY. The CONSULTANT will maintain a sufficient force of personnel to complete the services authorized as set forth in the Contract.

**SECTION 6 – CITY RESPONSIBILITIES**

6.1 The CITY shall make available for the use of the CONSULTANT copies of all existing information in the possession of the CITY which may be pertinent to the performance of the professional services under this Contract.

6.2 So as not to delay the CONSULTANT’s work, the CITY shall respond within a reasonable time to the CONSULTANT’s requests for written decisions and determinations pertaining to the Contract. The CITY shall not, however, be responsible for professional engineering or legal judgments.

6.3 The CITY shall give written notice to the CONSULTANT whenever the CITY becomes aware of any event, occurrence, condition, or circumstance which may substantially affect the CONSULTANT’s performance of services under this Contract.

6.4 The CITY shall examine all deliverables presented by the CONSULTANT.

6.5 The CITY shall assist and cooperate with the CONSULTANT to allow the professional services to be executed in a timely and effective manner.

**SECTION 7 – STANDARDS OF PERFORMANCE, ERRORS, AND OMISSIONS**

7.1 Services provided by the CONSULTANT under this Contract shall be performed in a manner consistent of that profession currently practicing under similar circumstances.

7.2 The CITY shall not be responsible for discovering deficiencies in the technical accuracy of the CONSULTANT’s service. The CONSULTANT shall be solely responsible for the accuracy of the services and shall promptly make necessary revisions or corrections resulting from its negligent acts, errors, or omissions without any additional compensation from the CITY.

7.3 Acceptance of services, including payment for same, shall not relieve the CONSULTANT of the responsibility for subsequent correction of its negligent acts, errors, omissions, or for clarification of ambiguities.

**SECTION 8 – OWNERSHIP OF DOCUMENTS**

The CONSULTANT agrees that the CITY shall become the sole and exclusive owner of all designs, design plans, images, drawings, models, survey notes, reports, specifications, studies, records and other data and documents, in whatever form, prepared or gathered under this Contract (“the Design Documents”). The CONSULTANT hereby irrevocably assigns, transfers and conveys to the CITY all right, title and interest in and to the Design Documents and all intellectual property rights and proprietary rights arising out of the Design Documents, including copyrights, patents, trademarks, and derivative works and interests. The CONSULTANT warrants to the CITY that the Design Documents will be free from any claims or encumbrance of intellectual property or proprietary rights of the CONSULTANT or any third party, including any employee, agent, consultant, sub-consultant, subsidiary, or affiliate of the CONSULTANT. Upon completion or termination of this Contract, the CONSULTANT will immediately turn over to the CITY all Design Documents not previously delivered to the CITY.

To the extent any of the CONSULTANT’s rights in the Design Documents are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, the CONSULTANT hereby irrevocably and unconditionally waives such rights and enforcement thereof and agrees not to challenge the CITY’s right in and to the Design Documents. Notwithstanding the foregoing, if CITY or its employees, agents, consultants or officers uses the Design Documents on any other project, extensions of the subject project, or in any other way not contemplated by this Contract, it shall do so at its sole risk and without liability or legal exposure to the CONSULTANT or anyone working through the CONSULTANT.

**SECTION 9 – ENTIRE AGREEMENT AND MODIFICATIONS**

This Contract represents the entire and integrated agreement between CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by the Director of Public Service of the CITY and the CONSULTANT and approved by the appropriate City Authorities.

**SECTION 10 – Suspension of Payments by the City**

The CITY may, by written notice of suspension to the CONSULTANT, suspend any/all payments to the CONSULTANT hereunder if the CONSULTANT fails to perform any of their obligations under this Contract, including the carrying out of the services described in Section 2, provided that such notice of suspension (I) shall specify the nature of the failure, and (ii) shall request the CONSULTANT to remedy such failure within a period not exceeding thirty (30) days after receipt by the CONSULTANT of such notice of suspension.

**SECTION 11 – CONTRACT TERMINATION**

If either the CITY or the CONSULTANT violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party shall give the other party written notice of a proposed correction to such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party to the other party. The option to terminate shall be at the sole discretion of the aggrieved party. If it is determined for any reason the failure to perform is without the defaulting party’s control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience. This section shall not apply to any failure(s) to perform that result from the willful or negligent acts or omissions of the aggrieved party.

When it is in the best interest of the CITY, the CITY may terminate this Contract, in whole or in part by providing fourteen (14) calendar days or other appropriate length of time written notice to the CONSULTANT prior to the effective date of termination.

If this Contract is so terminated either for cause or for convenience, the CITY is liable only for payments required by the terms of this Contract for services received and accepted by the CITY. The CONSULTANT shall deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing this Contract (hereafter “Design Documents”), whether completed or in process. No payment shall be due to the CONSULTANT following termination of the Contract until the CONSULTANT provides the CITY with all Design Documents in its possession or control.

**SECTION 12 – RECORDS TO BE MAINTAINED, ACCESS TO RECORDS**

12.1 The CONSULTANT shall maintain account books, records, documents and other evidence directly pertinent to performance and billing of the scope of services defined in this Contract in accordance with generally accepted professional and accounting practices. The CITY, or its duly authorized representative, shall have access to such account books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The CONSULTANT shall provide proper facilities for such access and inspection. The CONSULTANT shall not charge the CITY for time spent assisting the CTY in reviewing said documents.

12.2 The CONSULTANT shall maintain and make available accounting records during performance of the services under this Contract and until three years from date of final payment for the Contract. In addition, those records which relate to any appeal, agreement, litigation, or the settlement of claims arising out of such performance or cost, or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeals, litigation, claims, or exception.

12.3 Where subcontracting work exists, the CONSULTANT shall maintain written procedures related to subcontracting, and copies of all subcontracts and records related to subcontracts. For cause, the Office of Diversity and Inclusion or other City department may request in writing copies of subcontracts for review and compliance with program standards and objectives.

**SECTION 13 – WORKERS’ COMPENSATION**

The CONSULTANT and sub-consultants shall comply with all Workers’ Compensation laws of the State of Ohio. The CONSULTANT and sub-consultants shall take out and maintain, during the life of the Contract, adequate workers’ compensation insurance for all employees employed at the site of the project and, in case any work is sublet, the CONSULTANT shall require the sub-consultants similarly to provide workers’ compensation insurance for the latter's employees, unless such employees are covered by the protection afforded by the CONSULTANT. The CONSULTANT shall furnish copies of the worker's compensation certificates showing that the CONSULTANT and sub-consultants have paid the industrial insurance premium.

**SECTION 14 – LIABILITY, INSURANCE, INDEMNITY, LICENSES, AND PERMITS**

14.1 The CONSULTANT shall indemnify, protect, and hold harmless the CITY from any claim, loss or damage arising from any negligent or wrongful act or omission of the CONSULTANT arising from the CONSULTANT’s performance under the terms of this Contract. The CITY will not indemnify the CONSULTANT and is prohibited from doing so.

14.2 The CONSULTANT agrees to indemnify and hold harmless the CITY and their respective officials, employees and other agents and representatives, against loss, claim, liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorney’s fees to the extent permitted; by law, which may be incurred in connection with, or in any manner of any damage or loss arising from disclosure of proprietary information.

14.3 The CONSULTANT shall take out and maintain in full force and effect during the life of the Contract such liability (Bodily Injury and Property Damage) insurance as shall protect it from claims from damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the Contract, whether such operation be by itself or any sub-consultant or by anyone directly or indirectly employed by either of them. Such insurance shall include the CITY as additional insured. The CONSULTANT shall maintain coverage of the types shown below for at least the dollar amounts shown. The CONSULTANT must attach a copy of the Certificate(s) of Insurance to this Contract: An umbrella type policy with at least the limits shown below may be substituted for this requirement with the CITY named as an additional insured.

14.3.1 Bodily Injury Liability and Automobile Insurance in an amount not less than One Million Dollars ($1,000,000.00) for injuries, including those resulting in death, to any one person, and in an amount not less than One Million Dollars ($1,000,000.00) on account of any one accident or occurrence.

14.3.2 Property damage insurance in an amount not less than One Million Dollars ($1,000,000.00) from damages on account of any one accident; and One Million Dollars ($1,000,000.00) on all accidents.

14.3.3 Valuable Papers Insurance in an amount sufficient to assure the restoration of any drawings, manual pages, field notes, or other similar data relating to the work under this Contract, in the event of their loss or destruction, during the life of this Contract.

14.3.4 Professional Liability Insurance in an amount as necessary to provide coverage for any negligent acts, errors, omissions, or negligence by the CONSULTANT and its technical sub-consultants. Sub-consultants of the CONSULTANT who are manifestly not providing professional services need not carry Professional Liability Insurance.

14.3.5 Insurance may not be changed or cancelled unless the insured notifies the CITY in writing not less than thirty days prior to such change or cancellation. If any part of the Contract is sublet, the CONSULTANT is responsible for the part sublet being adequately covered by insurance hereinabove described.

14.4 Where consultants are required to enter or go onto CITY property to deliver materials or perform work or services as a result of this contract, the CONSULTANT will assume full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance when required. The CONSULTANT shall be liable for any damages or loss to the CITY occasioned by negligence of the CONSULTANT (or CONSULTANT’s agent) or any person the CONSULTANT has designated in the completion of this Contract as a result of the Request for Proposals. Particular attention is directed to the statutory requirements of the State of Ohio relative to the licensing of a corporation organized under the Laws of any other State.

**SECTION 15 – EQUAL OPPORTUNITY CLAUSE**

Any requirement of the CONSULTANT stated in this SECTION 15 is also a requirement of all subconsultants. The CONSULTANT shall ensure that all subcontract agreements contain this nondiscrimination assurance in its entirety. The CONSULTANT agrees to abide by the following:

15.1 The CONSULTANT will not unlawfully discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. Such action shall include, but not be limited to, the following: hiring; employment up-grading, demotion, or termination; tenure; rates of pay or other forms of compensation; terms, conditions, or privileges of employment; and selection for training. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.

15.2. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that the CONSULTANT is an equal opportunity employer.

15.3. It is the policy of the CITY that business concerns independently owned, operated, and controlled by MBE/WBE’s shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the CITY.

15.4. The CONSULTANT shall permit access to any relevant and pertinent reports and documents by the Office of Diversity and Inclusion Director for the sole purpose of verifying compliance with Title 39 of the Columbus City Codes, and with the Office of Diversity and Inclusion regulations. All such materials provided to the Office of Diversity and Inclusion Director by the CONSULTANT shall be considered confidential.

15.5. The CONSULTANT will not obstruct or hinder the Office of Diversity and Inclusion Director or his/her deputies, staff and assistants in the fulfillment of the duties and responsibilities imposed by Title 39 of the Columbus City Codes.

15.6. The CONSULTANT and each subconsultant will include a summary of the Equal Opportunity Clause in Section 15.1 of this contract in every subcontract. The CONSULTANT will take such action with respect to any subconsultant as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.

15.7. The CONSULTANT agrees to refrain from subcontracting any part of this contract or contract modification thereto to any entity not holding a valid certification number as provided for in Title 39 of the Columbus City Codes.

15.8. Failure or refusal of a CONSULTANT or subconsultant to comply with the provisions of Title 39 of the Columbus City Codes may result in cancellation of this contract.

The consultant shall ensure that all subcontract agreements contain this nondiscrimination assurance. Section 15 in its entirety is to be a part of any such agreements.

**SECTION 16 – CITY INCOME TAX TO BE WITHHELD**

The CONSULTANT hereby further agrees to withhold and pay all CITY income taxes due or payable under the provisions of Chapter 362, Columbus Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its sub-consultants shall be required to agree to withhold and pay any such CITY income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that the CONSULTANT, or any of its sub-consultants, owes CITY income taxes, the CONSULTANT agrees that the CITY may withhold the amount due to the CITY from any amount due to the CONSULTANT for services performed under this Contract.

**SECTION 17 – APPLICABLE LAW, REMEDIES**

This Contract shall be governed in accordance with the laws of the State of Ohio, the Charter of the City of Columbus, and all CITY ordinances insofar as they apply to the laws of competitive bidding, contracts, purchases, and wage theft prevention, and are made a part hereof. All claims, counterclaims, disputes, and other matters in question between the CITY, its agents and employees, and the CONSULTANT arising out of or relating to this Contract or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

**SECTION 18 – NONEXCLUSIVE REMEDIES**

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

**SECTION 19 – CAMPAIGN CONTRIBUTIONS**

The CONSULTANT hereby certifies the following: that it is familiar with Ohio Revised Code (“O.R.C.”) Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this Contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this Contract and for one year thereafter.

**SECTION 20 – SURVIVORSHIP**

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

**SECTION 21 – FORCE MAJEURE**

21.1 Non-performance by either of the parties of any of its obligations (other than to pay money) under this Contract shall be excused during the time and to the extent that such performance is prevented, wholly or in part, by Force Majeure.

21.2 The party claiming the benefit of this clause shall promptly give written notice to the other party specifying the cause and extent of its inability to perform any of its obligations under this Contract and the likely duration of such nonperformance. In the meantime such party shall take all reasonable steps to remedy or abate the Force Majeure.

21.3 No party shall, by virtue of this clause be required against its will to settle any strike, lockout or other industrial disturbances.

21.4 Performance of any obligation affected by Force Majeure shall be resumed as soon as reasonably possible after the termination or abatement of the Force Majeure. If by reason of Force Majeure a party is unable to perform any obligation under this Contract for a period of thirty days, the other party may, on giving fifteen days written notice to that party, cancel this Contract in whole or in part.

21.5 Cancellation of this Contract under this clause shall not prejudice the rights of either party against the other in respect of any matter or thing occurring under this Contract before cancellation.

21.6 Force Majeure is defined as any event or circumstance beyond its reasonable control including, but without limitation, any delay, failure, damage or loss due to fire, flood, storm, explosion, any act of God, industrial disturbance, failure of electrical supply or telecommunication networks, vandalism, sabotage or civil disturbance, or worldwide pandemic.

**SECTION 22 – MISCELLANEOUS**

22.1 The CITY and the CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Contract. The CONSULTANT shall not assign this Contract without the written consent of the other. City Council approval is required to accept assignment of the Contract. A written agreement between all parties is required to execute the assignment. A written agreement between the CITY and the CONSULTANT may be needed outlining the scope of services, if any, at that time.

22.2 Nothing contained in the Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or the CONSULTANT.

22.3 Severability and Reformation: Any provisions or parts of this Contract held to be invalid or unenforceable under law shall be deemed to be stricken and all remaining provisions shall continue to be valid, binding and in full force and effect upon the parties. The parties agree that if any provision is unenforceable, for any reason whatsoever, that such provision will be appropriately reformed and given effect to the extent that it may be enforceable.

**SECTION 23 – WAGE THEFT**

Pursuant to Columbus City Code Section 377.14, the CONSULTANT must comply with Chapter 377 of Columbus City Code. This includes but is not limited to reporting requirements and the obligation to review the commission list of consultants and sub-consultants that received an adverse determination. Penalties for failure to comply with the wage theft prevention code include suspension for three years, up to permanent debarment.

**SECTION 24 – PUBLIC RECORDS REQUESTS**

The CONSULTANT acknowledges the CITY, as a political subdivision of the State of Ohio, is subject to Ohio Revised Code Chapter 149, known as the Ohio Public Records Law. Consequently, the CONSULTANT understands and agrees that all contract documents, all information produced as a result of this contract, and all other documents, notes, emails, etc., related to this contract (collectively referred to as “DOCUMENTS” for the rest of SECTION 24 of this contract) are considered public records and will be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law. If you contend that certain CLEARLY MARKED portions of DOCUMENTS constitute an exception to Ohio’s public records law, you MUST submit your legal basis in support of that assertion with the DOCUMENTS.

If a public records request is made for any portion of the DOCUMENTS and you have NOT clearly marked such DOCUMENTS as constituting an exception to Ohio’s public records law, the DOCUMENTS will be released immediately. If a public records request is made for DOCUMENTS and you HAVE clearly marked portions of the DOCUMENTS as constituting an exception to Ohio’s public records law, AND you have submitted the legal basis supporting such claim, the City will release a redacted version of the DOCUMENTS to the requestor and notify you that a request was made and that a redacted version of the DOCUMENTS was released. Should the requestor indicate that the redacted version is not sufficient for their purposes, you then will be IMMEDIATELY responsible for obtaining an order from a Court of competent jurisdiction in Franklin County, Ohio, enjoining release of an unredacted version of your clearly marked DOCUMENTS constituting an exception to Ohio’s public records law.

If a public records request is made for such DOCUMENTS and you HAVE clearly marked portions of the DOCUMENTS as information constituting an exception to Ohio’s public records law, but you have NOT submitted the legal basis supporting such claim, the City WILL RELEASE the DOCUMENTS to the requestor and notify you that a request was made and the DOCUMENTS were released.

**SECTION 25 – PUBLICATIONS/USE OF CITY NAME**

The CONSULTANT agrees to submit to the CITY’s Contract Administrator all advertising, sales promotion, and other publicity matters relating to this Contract wherein the CITY’s name is mentioned or language used from which the connection of the CITY’s name therewith may, in the CITY’s judgment, be inferred or implied. The CONSULTANT further agrees not to publish, or use such advertising, sales promotion, or publicity matter without the prior written consent of the CITY except that may be required under law.

**SECTION 26 – INDEPENDENT CONSULTANT STATUS**

The CONSULTANT shall perform its duties as an independent consultant and not as an employee of the CITY. Neither the CONSULTANT nor any agent or employee of the CONSULTANT shall be or shall be deemed to be an agent or employee of the CITY. The CONSUTANT shall pay when due all required employment taxes and income tax on any monies paid pursuant to the Contract. The CONSULTANT shall acknowledge that the CONSULTANT and its employees are not entitled to unemployment insurance benefits unless the CONSULTANT or a third party provides such coverage and that the CITY does not apply for or otherwise provide such coverage. The CONSULTANT shall have no authorization, express or implied, to bind the CITY to any agreements, liability, or understanding except as expressly set forth in the Contract. The CONSULTANT shall be solely responsible for the acts of the CONSULTANT, it’s employees and agents.

**SECTION 27 - PROTECTION OF CITY’S CONFIDENTIAL INFORMATION**

The CONSULTANT acknowledges that some of the material and information which may come into its possession or knowledge in connection with the Contract or its performance, may consist of confidential information, the disclosure of which to, or use by, third parties could be damaging. Therefore, access to information concerning individual recipients of the CITY’s services to individual clients, among other items, shall not be granted except as authorized by law or agency rule. The CONSULTANT shall agree to hold all such information in strictest confidence, not to make use thereof for other than the performance of the Contract, to release it only to authorized employees or sub-consultants requiring such information, and not to release or disclose it to any other party. The CONSULTANT shall agree to release such information or material only to sub-consultants who have signed a written agreement expressly prohibiting disclosure. The CONSULTANT shall further agree to either destroy or return all such information at the end of the term of the Contract.

This section does not impose any obligation on the CONSULTANT if the information is: (1) publicly known at the time of disclosure; (2) already known to the receiving party at the time it is furnished to the CONSULTANT; (3) furnished by the CITY to others without restrictions on its use or disclosure; or (4) independently developed by the receiving party without use of the proprietary information.

**SECTION 28 - SUB-CONSULTANT PARTICIPATION**

28.1 The CONSULTANT is authorized and agrees to contract only with the sub-consultants listed in the table below, and to utilize their services as appropriate based on the final scope of services defined for this Contract.

|  |  |  |  |
| --- | --- | --- | --- |
| **Sub-Consultant** | **Type of Services** | **Minimum Contract Participation Percentage** | **Minimum Contract Participation Dollar Amount** |
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28.2 If the CONSULTANT is not meeting the percentages outlined in this Contract as determined by the Director of Public Service, the Director or designee reserves the right to cancel the Contract.

28.3 The CONSULTANT shall require each sub-consultant, to the extent of the Services to be performed by the sub-consultant, to be bound to the CONSULTANT by the terms of the Contract, and to assume toward the CONSULTANT all obligations and responsibilities that the CONSULTANT, by virtue of this Contract, assumes toward the CITY. However, nothing contained in this Contract shall create any contractual relationship between a sub-consultant and the CITY, and consent by the CITY to the use of sub-consultants by the CONSULTANT does not relieve the CONSULTANT from performing and delivering the work stated in this Contract.

28.4 Should the scope of services require the use of a sub-consultant not defined above, the CONSULTANT shall notify the CITY’s project manager of the need to add a sub-consultant. The request shall be in writing, either via letter or email, and shall include the name of the additional sub-consultant and the type of services required that were not detailed in the Contract. The Director of Public Service or designee must approve this request in writing (via letter or email) or the requested subconsultant cannot be added to the contract.

28.5 Sub-consultants cannot be removed from the contract without just cause (with just cause determined at the sole discretion of the Director of Public Service) and requires the prior approval of the Director of Public Service, or designee, for the sub-consultant to be removed. Should the CONSULTANT desire to remove a sub-consultant from the contract, the CONSULTANT must notify the CITY’s project manager of the need to remove the sub-consultant. The request must be in writing, either via letter or email, and include the name of the sub-consultant, the reason for the removal, and details of any attempts to resolve the issue(s) prompting the removal request with the sub-consultant. The request also needs to state how any remaining work the sub-consultant was to accomplish will be performed. (Performed by the CONSULTANT, an existing contract sub-consultant (name the sub-consultant), or a new sub-consultant (name the sub-consultant) that will be added to the contract.) The Director of Public Service, or designee, will respond to the removal request in writing (via letter or email). Even if a removal request is approved, the Director of Public Service reserves the right to require any remaining contract work anticipated to have been performed by the removed sub-consultant to be performed by another sub-consultant that is, or will be made, part of the contract.

**SECTION 29 – ORDER OF PRECEDENCE**

In the event of a conflict between the terms and conditions of any RFP or contract documents issued for this contract, the following order of precedence will prevail:

1. Any Special Provision issued with this RFP
2. This contract
3. Addenda issued for the Request for Proposal (RFP) for this contract
4. The RFP issued for this contract
5. The proposal received from the consultant in response to this RFP

**SECTION 30 – NOTICES**

Unless otherwise provided within this contract, all notices shall be in writing and considered duly given if the original is (i) hand delivered; (ii) delivered by facsimile or electronic mail, or (iii) sent by U.S. Mail, postage prepaid. All notices shall be given to the addresses set forth below. Notices hand delivered or delivered by facsimile or email shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of deposit with the United States Postal Service.

CITY: Department of Public Service

Office of Support Services

111 N. Front Street, 4th Floor

Columbus, Ohio 43215

Attn: Andrea Lossick, Fiscal Manager

[allossick@columbus.gov](mailto:allossick@columbus.gov)

CONSULTANT:

**SECTION 31 – ATTACHMENTS REQUIRED**

The following documents are hereby incorporated into and made part of the Contract:

31.1 Signature Affidavit, if required

31.2 Non-collusion Affidavit

31.3 Exhibit A, Scope of Services/Improvements, dated

31.4 Exhibit B, Estimate of Cost Allocation by Task Activity, dated

31.5 Exhibit C, Cost Summary/Fee Breakdown, dated and Current ODOT Rate Letters

31.6 Exhibit D, Task List, dated

31.7 Exhibit E, City of Columbus MBE/WBE Program Special Provision (if applicable)

31.8 Proof of Insurance with the CITY named as additional insured: City of Columbus, 111 N. Front Street, Columbus, Ohio 43215; Certificate must include the project name and CIP number.

31.9 Current Workers’ Compensation Certificates

**SECTION 32 – DOCUMENTS INCORPORATED BY REFERENCE**

The following documents are hereby incorporated herein by reference:

32.1 The latest version of the General Design Requirements

(Available online at <http://columbus.gov/Templates/Detail.aspx?id=74163>)

32.2 Executive Order 2015-01 Tree Protection and Mitigation

(Available online at <https://www.columbus.gov/Templates/Detail.aspx?id=65160>)

**SECTION 33 – EXECUTION, APPROVAL AND CERTIFICATION**

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

**CITY OF COLUMBUS**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jennifer Gallagher

Director, Department of Public Service

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**CONSULTANT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

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Title

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Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Compliance No. Exp. Date

# CONTRACT SIGNATURE AFFIDAVIT

(Must be completed when the individual signing the Contract is NOT the President, Vice President or CEO of the Company.)

STATE OF:

COUNTY OF:

, being duly sworn, deposes and says that

he/she is of , a

**(Title)** **(Company Name)**

Corporation, LLC, or LLP organized and existing under and by virtue of the laws of the State of

, and having its principal office at

**City, State, Zip Code**

Affiant further says that he/she is familiar with the records, minute books and by-laws of

**(Company Name)**

Affiant further says that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is

**(Name of Person Signing Contract)** **(Title)**

Of the Company and is duly authorized to sign the Contract for:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For said Company by virtue of

**(State whether the provision of by-laws or a resolution of the Board of Directors. If resolution, give date of adoption.)**

Signature of Affiant\*\*

**\*\* Affiant must be someone other than the individual signing the Contract.\*\***

Sworn to before me and subscribed in my presence this day of

20

Notary Public

My Commission Expires:

**NON-COLLUSION AFFIDAVIT**

STATE OF »\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF »\_\_\_\_\_\_\_\_\_\_\_\_\_

»\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ being first duly sworn, deposes (Person)

And says that he/she is »\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Sole owner, partner, president, secretary, etc.)

of»\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Firm)

the party making the foregoing proposal; that to the best of his/her knowledge and belief:

1. The prices in the Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other consultant or with any competitor.

2. Neither the CONSULTANT nor any of its officers or directors have any financial or ownership interest in or are affiliated in any way with any other consultant on the same Contract.

3. Unless otherwise required by law, if prices have been quoted in the Proposal, the prices have not been knowingly disclosed by the CONSULTANT and will not knowingly be disclosed by the CONSULTANT prior to the RFP opening, directly or indirectly, to any other consultant or to any competitor.

4. No attempt has been made or will be made by the CONSULTANT to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

» \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Affiant)

Sworn to and subscribed before me »\_\_\_\_\_\_\_\_\_\_ day of» \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_

»\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Notary Public)

»\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_County, Ohio.

My Commission expires:

»\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_

**EXHIBIT A: SCOPE OF SERVICES/SCOPE OF IMPROVEMENTS**

**EXHIBIT B: LABOR BY TASK/PDP TASK LIST**

# EXHIBIT C: COST SUMMARY/FEE BREAKDOWN AND CURRENT ODOT RATE LETTERS

**EXHIBIT D: PDP TASK LIST**

**EXHIBIT E: CITY OF COLUMBUS MBE/WBE PROGRAM SPECIAL PROVISION**

This contract was not assigned a City of Columbus MBE/WBE goal. The special provision is not applicable to this contract.

This contract was assigned a City of Columbus MBE/WBE goal. The “City of Columbus MBE/WBE Program Special Provision” listed as Attachment A to the Request for Proposals for this project is applicable to this contract and included as Exhibit E to the contract.

**ATTACH CERTIFICATE OF INSURANCE WITH THE CITY NAMED AS AN ADDITIONAL INSURED AND THE PROJECT NAME AND CIP NUMBER INCLUDED ATTACH WORKERS’ COMPENSATION CERTIFICATES**