



City of Sharon, Pennsylvania

**PROFESSIONAL SERVICES
TO CONDUCT A INVENTORY FOR
CITY OF SHARON, PENNSYLVANIA**

April 2015

SECTION 1 – PROPOSAL INSTRUCTIONS

1.1 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the RFP Process to:

City of Sharon
Scott Andrejchak, City Manager
155 W Connelly Blvd
Sharon, PA 16146
Telephone: (724) 983-3225
E-Mail: citymanager@cityofsharon.net

All communications/questions concerning this RFP must be submitted in writing referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.2 (RFP Schedule). Written responses will be prepared by the City and sent to all proposers by email on or before the date listed in *Section 1.2*. Changes to this RFP will be made only by formal written correspondence issued by the City.

A copy of this proposal and any additional documentation may be found at the City of Sharon's website at:
cityofsharon.net

1.2 RFP SCHEDULE. The following is the anticipated schedule for the RFP Process:

Issue RFP:	Monday, April 13, 2015
Mandatory Pre-Proposal Meeting:	Meeting will be at Sharon City Building, 155 W Connelly Blvd, Sharon PA 16146; Council Chambers, Friday, May 1, 2015 at 2:00PM
Last Day to Submit Questions:	Friday, May 8, 2015
Written Responses to Questions:	Friday, May 22, 2015
Due Date for Proposals:	Friday, June 12, 2015 at 12:00PM EST

1.3 PRE-PROPOSAL MEETING. The City shall conduct a **MANDATORY** pre-proposal meeting. The date and location of the meeting is listed in Section 1.02 (RFP Schedule). The intent of the pre-proposal meeting is to:

- Review the Request for Proposal
- Answer questions

This may be the only opportunity for the Contractors to meet with the City. Each proposer should limit representation at this meeting to no more than three (3) persons. **Attendance at this meeting is mandatory for all who intend to submit a proposal.**

1.4 SUBMITTING A PROPOSAL. Each Contractor seeking consideration for performance of services related to the project must submit a Proposal. Proposers are to submit one (1) original copy signed by an officer authorized to bind the company and three (3) copies of their written proposal. All proposals shall be sealed, properly addressed with the name of the Contractor and sent to:

Street Inventory RFP
City of Sharon
Attn: Scott Andrejchak
155 W Connelly Blvd
Sharon, PA 16146

Sealed proposals must be received at the above address by the date/time indicated in Section 1.2 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer. Faxed and e-mailed proposals will not be accepted.

The City reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which in the judgment of proper officials, is in the best interest of the City. The City reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFP or issue subsequent Requests for Proposal. The City reserves the right to approve or reject any sub-Contractors proposed for work under this proposal or waive any minor irregularities

The City reserves the right to select the successful proposer on the basis of proposals received, without seeking further information for clarification from proposers. Upon review of proposals, the City may designate the most qualified proposals as finalists. These finalists may be invited to make oral presentations and participate in a question and answer session with the City. The City shall have the right to visit selected user sites, should this be deemed necessary.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP.

The City does not guarantee that any contract will be awarded as a result of this RFP. In the event that a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

1.5 REQUIRED PROPOSAL CONTENTS. All brochures and supplemental documentation shall be included with the original and all of the copies. If not, the proposal may be considered as non-responsive. Contractors are required to submit the following information in their proposal:

- **Letter of Transmittal:** The proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFP. The letter must be on the form provided in Exhibit A.
- **Company Profile and Background.** Provide the following information:
 - Location** - The street address of the proposer's company headquarters.
 - Local Office of Proposer** - Provide the location of the proposer's office nearest to Sharon, PA. Include the local office, a contact name, address, telephone, and fax numbers.
 - Company's Primary Business** - State the proposer's primary business, the number of years in the proposer's industry, and the number of employees assigned to these related activities.
 - State the legal make-up of your company:** sole proprietorship, partnership, corporation, etc.
 - Please list and Lawsuits that you are currently engaged in.** Please provide any and all suits either with the City of Sharon or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).
- **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the City's primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Complete Form found in Exhibit A.
- **Proposal Response** as per Section 2.
- **Project Management Plan**
- **Statement of Exceptions to RFP requirements:** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the city's RFP are to be identified and failure to do so shall make the proposal non-responsive.
- **References:** Provide a list of references on form provided as Exhibit B. The City is particularly interested in contacting your governmental clients in Pennsylvania.

1.6 Items that Disqualify a Vendor Immediately.

- Incomplete or non-responsive proposal
- Failure of proposer to attend or send a representative to the pre-proposal meeting
- If the proposer has any outstanding local or state taxes, fines or fees or is in violation of any local code ordinances.

1.7 CRITERIA. The selection committee will evaluate each proposal submitted based on the following criteria. After receipt and review of the written proposal, the City may elect to have the proposal presented in person, or clarifications submitted in writing.

Proposers shall not assume that any information shared with the City prior to this RFP will be considered in the Evaluation process of this RFP. Evaluation team may or may not have prior knowledge of any discussions and processes. Evaluation will be completed on the information submitted in proposal only.

Evaluation Criteria for Goods and Services		
Item	Description	Percentage Possible
1	Cost/Price/Lump Sum Fee	60%
2	Previous Experience	20%
3	Key Personnel for this Project	5%
4	Project Management Plan	5%
5	Perform Within Time Limits	5%
6	Mercer/Lawrence County Business	5%
	Total Points	100%

SECTION 2 – SCOPE OF PROJECT

2.1 **PURPOSE AND NEED / PROJECT DESCRIPTION.** The City of Sharon is seeking proposals from professional consulting firms to perform professional services for a street and roadway inventory. The goal is to perform a data collection inventory of all *city-owned* streets and thoroughfares in Sharon, make recommendations for their rehabilitation and fix a cost estimate on a street-by-street basis depending on conditions. State roads are not included in this project. Alleys are also excluded from this project.

2.2 **BACKGROUND INFORMATION.** The City of Sharon has allocated funds to contract with a professional firm to perform a complete inventory of the streets and roadways in the City of Sharon, consisting of a total of approximately 57 miles (state and local combined).

2.3 **SCOPE OF WORK / PROJECT REQUIREMENTS.**

There are two “owners” of street:

- City of Sharon
- Commonwealth of Pennsylvania/PennDOT

This inventory should be gathered using the latest data capture techniques and the information will be used by the city for the following:

- Estimate costs of total road reconstruction within City of Sharon
- Provide cost estimates for future borrowing/bond financing
- Provide reasonable estimates for the preparation of a capital improvement program

Perspective bidders will be given a CD or paper document containing an Excel spreadsheet with partial street information. (Note: the data was produced by PennDOT and it identifies all roadways in Sharon along with their length and width. There are some inaccuracies in this data & it should not be solely relied upon for the completion of this project.

SCOPE OF WORK:

The selected vendor will be expected to perform the following:

1. Data Collection
 - a. Successful vendor will gather physical data about each roadway in the City of Sharon.
 - 1) Roadway Length
 - 2) Roadway Width
2. Construction Recommendation
 - a. Successful vendor will provide the city with recommendations on a street-by-street basis. Recommendations will pertain to each particular roadway and will include a professional recommendation for reconstruction and/or maintenance. Recommendations may include, but are not limited to: full depth reclamation, chip seal, mill and pave and overlay and/or any generally accepted roadway construction practices.
3. Condition Assessment
 - a. Successful vendor will grade each roadway with numeral one (1) representing roadways that are in excellent condition, number two (2) representing good condition, number three (3) representing poor condition and number four (4) representing roadway failure.
 - b. Successful vendor will also make a recommendation on which roads should be addressed by the City of Sharon the soonest based on current degradation of roadway surface, increased costs associated with inaction by the city and the level of perceived traffic flow i.e., roadway use by general public
 - c. Successful vendors shall not perform traffic counts to complete this project
4. Cost Estimates
 - a. Successful vendor will provide reasonable cost estimates on a street-by-street basis.
 - b. Estimates shall be based on level of reconstruction and/or maintenance recommended by the vendor, vendor’s previous experience with bidding similar projects, going rate for asphalt and materials, roadway length, roadway width and/or any cost-estimating practices that are generally accepted by licensed engineers and contractors within western Pennsylvania/Eastern Ohio.
 - c. Successful vendors shall assume prevailing wage rates apply to each project
 - d. Successful vendors shall not include design costs within the construction estimates
5. Deliverability
 - a. Successful vendors shall provide their information by hard copy, with each page denoting a particular street,

- its recommended reconstruction needs and the cost of construction.
- b. Successful vendors shall provide electronic copies (PDF) of the hard copy document.
 - c. Successful vendors shall provide electronic copies (non-PDF) of the document in MS Word format so the document can be updated by the city at a future date.
 - d. Successful vendors shall also supply the City of Sharon with an Excel spreadsheet containing data gathered in completion of the project that includes, but is not limited to roadway length, width and conditions.

QUALIFICATIONS:

The successful vendor will provide information regarding a minimum of three (3) projects identifying sufficient experience providing roadway construction, design or engineering services to local governments or state agencies. Vendor should provide names and contact information of key employees at agencies where vendor has successfully designed a road resurfacing project. All personnel engaged in work for this project shall likewise be so qualified and permitted to perform any necessary duties.

Vendor shall describe a Plan For Management of the project. The plan shall include anticipated problems encountered and proposed solutions, and any innovative approaches in performing the Scope of Work.

Vendor shall provide a time line for work identified in the Scope of Work.

2.4 PRICING STRUCTURE. Prices proposed will remain firm for acceptance within 180 calendar days after the RFP closing date.

The fee structure shall be presented per duties identified in the scope of work. Hourly rates shall also be provided.

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

3.1 **PROPOSER AFFIDAVIT.** If the successful proposer should be a corporation not incorporated under the laws of the State of Pennsylvania, a certificate from the Secretary of State showing the rights of the successful proposer to do business in the State of Pennsylvania shall be furnished. Each proposer is required to submit with their bid, an Affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

3.2 **PROPOSER'S FINANCIAL OBLIGATION TO THE CITY.** No bid may be accepted or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

3.3 **PROPOSER'S INCURRED COSTS.** Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall become the property of the City, and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

3.4 **STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – These are standard terms are subject to change by the City prior to the award of the contract**

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on December 31, 2016.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide all services necessary to complete the Services that are described in an Attachment, Scope of Services, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION

The total remuneration in this Agreement shall not exceed twenty thousand dollars (\$20,000). Contractor shall submit invoices, not more than twice, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY'S RESPONSIBILITIES

The City will furnish Contractor, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Contractor shall have no liability for defects in the Services attributable to Contractor's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and City has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to City, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 6. INDEMNIFICATION

Contractor shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this Agreement.

ARTICLE 7. INSURANCE

During the term of this Agreement, Contractor shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of PAio and having an "A" rating or better by A.M. Best:

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.
- (5) Contractor shall maintain errors and omissions insurance in the amount of \$500,000.00.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage

Contractor also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the City evidence of same.

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. However, Contractor shall have the unrestricted right to their use. Contractor shall, to the extent required by law, comply with the Pennsylvania Right to Know Law.

Contractor shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Contractor.

ARTICLE 9. TERMINATION

This Agreement may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Contractor's assets is appointed by a court of competent jurisdiction.
2. Contractor is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Contractor's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Contractor to remedy such failure within thirty (30) days from the date of written notice from City.
4. Contractor's violation of any applicable federal, state, or local law applicable to the Services required by this Agreement.
5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Company desires to terminate this Agreement.

Any such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The City may terminate this contract at any time upon 30 days written notice to the vendor.

In the event of termination, the City may, at its option, exercise any remedy available to it under Pennsylvania law.

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

Neither the City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Contractor under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

B. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of Pennsylvania, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Mercer County, Pennsylvania.

C. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Sharon constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option and may bar Contractor from receiving future City contracts.

D. WAIVER

A waiver by the City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

E. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision.

F. INDEPENDENT CONTRACTOR

By executing this Agreement for professional services, Contractor acknowledges and agrees that it will be providing services to the City as an "independent contractor". As an independent contractor for the City, Contractor shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Contractor shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Contractor, its employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Sharon. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Contractor acknowledges its employees are not public employees for purposes of the Pennsylvania Public Employee Relations Act.

G. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services.

H. THIRD PARTY RIGHTS

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

I. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Council of the City of Sharon.

J. INTEGRATION

This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.



City of Sharon, PA

PROFESSIONAL SURVEYING SERVICES TO CONDUCT A STREET INVENTORY

April, 2015

EXHIBIT A – LETTER OF TRANSMITTAL

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the City of Sharon specification applying thereto unless exception are stated above.

The Proposer's name and address exactly as it would appear in a contract:

Entity Name: _____

Street Address: _____

City, State, Zip: _____

Proposer's Phone Number: _____

Proposer's Fax Number: _____

Proposer's E-mail Address: _____

Form of Ownership Sole Proprietorship Franchise Partnership Corporation
 Joint Venture LLC Other (Specify): _____

If a corporation, state of incorporation: _____

Federal Identification Number (or SSN if sole proprietorship): _____

Please include your IRS Form W9 with your proposal.

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.



City of Sharon
PROFESSIONAL SERVICES TO CONDUCT A STREET INVENTORY
April, 2015

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: _____

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company. Do not use the City of Sharon as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

