

City of Columbus

Solicitation Number: DPS001

Request for Proposals for Smart City Challenge – Communications and Outreach

Department of Public Service

Version Dated: July 6, 2016

**Response Due Date and Time:
Wednesday, July 20, 2016
1:00 P.M., Eastern Time**

**Submit Electronic Proposal Package to:
DPSRFP@columbus.gov**

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 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, including, but not limited to: the Department’s standard contract terms and conditions and any special terms and conditions incorporated in the solicitation documents.

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

OFFEROR INFORMATION:

OFFEROR (Company Name): _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____ EMAIL: _____

AUTHORIZATION TO PROPOSE:

Signature (Manually signed in ink)

Date

Printed Name

Title

**CERTIFICATIONS AND REPRESENTATIONS
(GRANT FUNDS)**

1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in 2 CFR 215, Appendix A, Section 7 (currently \$100,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in OMB Circular A-110 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

TERMS AND CONDITIONS FOR CONSULTANTS INFORMATION FOR CONSULTANTS

SUBMISSION OF PROPOSAL

Proposals must be submitted according to this proposal form.

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) on the required material. Each invitation for Bids, Request for Statements of Qualifications, and Request for Proposals issued by the City shall state that the Bid or Request may be cancelled and that any bid or 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 his/her proposal for a period of 180 calendar days after said advertised closing time for the receipt of proposals.

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, and purchases, are made a part hereof.

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.

LIABILITY, INSURANCE, LICENSES AND PERMITS

Where consultants are required to enter or go onto City of Columbus property to deliver materials or perform work or services as a result of bid award, 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 his agent) or any person the consultant has designated in the completion of his contract as a result of his bid. Particular attention is directed to the statutory requirements of the State of Ohio relative to the licensing of corporation organized under the Laws of any other State.

TAXES

Federal and/or State Taxes are not to be included in prices quoted. The successful consultant will be furnished an exemption certificate if needed.

CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS

Questions as to the interpretation of the Request for Proposal shall be submitted in writing to the Office of Support Services at capitalprojects@columbus.gov. In order to receive consideration, questions must be received by the question cut-off date as indicated in the advertisement. Any interpretations of questions so raised, which in the opinion of the City or its representative require interpretations, will be issued by addenda. The City or its representative will not be bound by any oral interpretations which are not reduced to writing and included in the addenda.

CAMPAIGN CONTRIBUTIONS

Consultant hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in 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.

IN THE EVENT OF A CONTRACT

An agreement which may result from this proposal shall not be modified or altered by any subsequent course of performance between parties or by additional terms contained in any subsequent documents unless said additional or differing terms are incorporated by contract modification authorized to be entered into by ordinance.

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 agreement 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. The successful consultant shall be notified as to which terms and conditions, if any, have been deleted.

CONTRACT COMPLIANCE

The City of Columbus encourages the participation of City certified minority and female business enterprises.*

All consultants shall identify all subconsultant(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 subconsultants, who are party to a contract as defined in Columbus City Code 3901.01, must hold valid contract compliance certification numbers.

This information is gathered and monitored by the Equal Business Opportunity Commission Office (EBOCO). Please contact EBOCO for assistance with identifying potential minority consultants. Go to Vendor Services to verify that vendors have an active contract compliance number.

<http://vendorservices.columbus.gov/e-proc/>
Equal Business Opportunity Commission Office
1393 E. Broad Street, 2nd Floor
Columbus, Ohio 43205
(614) 645-4764

M/FBE Certification/
Contract Compliance
Tia Roseboro 614-645-2203

*While the participation and or partnering of City certified minority and female owned businesses is encouraged the level of minority and female participation will not be a condition of the bid award.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as stated in 2 CFR 200 Appendix II:

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended Act (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other

award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

REQUEST FOR PROPOSAL

1. Project Information

1.1 Project Name: Smart City Challenge – Communications and Outreach

1.2 Project Overview:

The required services and deliverables covered under this Request for Proposal relate to the communications and outreach required for Smart Columbus and the USDOT Smart City Challenge. The vision of the Smart City Challenge is to demonstrate and evaluate over four years a holistic, integrated approach to improving surface transportation performance within a city and integrating this approach with other smart city domains such as public safety, public services, and energy. The USDOT intends for this challenge to address how emerging transportation data, technologies, and applications can not only be integrated with existing systems in a city to address transportation challenges, but also used to spur reinvestment in underserved communities.

The USDOT and Vulcan have made awards of up to \$40 Million and \$10 million, respectively, to the City of Columbus to demonstrate how advanced data and intelligent transportation systems (ITS) technologies and applications can be used to reduce congestion, keep travelers safe, use energy more efficiently, respond to climate change, both connect and create opportunities for underserved communities, and support economic vitality. The USDOT Smart City Demonstration and the Vulcan Electrification Plan are expected to provide safety improvements, enhance mobility, increase ladders of opportunity by incentivizing reinvestment in underserved communities, reduce energy usage, and address climate change in a coordinated and holistic manner.

This Request for Proposal pertains to the services and deliverables needed by the City of Columbus for Communications and Outreach for its Smart Columbus Program. Some aspects of the City's communication and outreach will be performed by an internal, interdepartmental City communications team led by the Communications Lead and coordinated through the Smart Columbus Program Office, with additional support needed from the Consultant. The Consultant will be managed by the Smart Columbus Program Office, which is housed in the Department of Public Service.

The contract with the selected Consultant will have a minimum DBE goal of 15% and will be a general services type, with hourly rates and overhead rates established in the contract. Task orders will be specified, negotiated and issued to the Consultant following the issuance of the Notice to Proceed.

The selected Consultant shall attend a scope meeting anticipated to be held on/about **August 1, 2016**. If the Project Manager is not available, the Consultant may designate an alternate(s) to attend in his/her place.

1.3 References:

The Consultant shall familiarize themselves with the content, details and requirements of the following principal documents, including any documents or sources cited or referenced in each document:

- 1.3.1 USDOT Smart City Challenge Notice of Funding Opportunity Phase 2: <https://www.transportation.gov/smartcity/nofo-phase-2>
- 1.3.2 Smart Columbus Phase 2 USDOT Application Volume I and II, and Budget Estimates: <https://www.columbus.gov/smartcity/consultants/>
- 1.3.3 Smart Columbus Vulcan Application: <https://www.columbus.gov/smartcity/consultants/>

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.

- 2.1 The intent of this contract is to provide the City of Columbus, Department of Public Service, with additional resources to perform various communications, outreach, and related tasks for the deployment of the Smart Columbus Program. The selected Consultant shall be readily available to perform such tasks when requested by the City. Services on request and detailed scopes for individual deployment projects will be developed as requested and work will be authorized as individual scopes are developed. The ability to complete projects in a short timeframe will be a critical point in the evaluation process. The Consultant shall be expected to work on multiple projects concurrently. The Consultant should refer to this description when preparing their proposal for understanding, schedule, and tasks defined.
- 2.2 The Consultant shall provide a comprehensive communications and outreach program that covers both outreach activities and the accommodation of requests for Smart Columbus site visits by media, researchers, and others. The communications and outreach program shall include, at a minimum, the following:
 - 2.2.1 Media strategy for both local and national press;
 - 2.2.2 Media coordination with the USDOT;
 - 2.2.3 Web/social media presence;
 - 2.2.4 Trade show strategy;
 - 2.2.5 Outreach strategy to promote the demonstration locally;
 - 2.2.6 Community awareness strategy;
 - 2.2.7 Crisis communications plan in case of unforeseen events, natural disasters, and other threats;
 - 2.2.8 Accommodation of site visits and demonstration of capabilities;
 - 2.2.9 Delivery of news articles, press releases, brochures, fact sheets, photos, website content, videos, talking points, press events, PowerPoint slide decks, trade show events; and
 - 2.2.10 Assistance, coordination and collaboration with other Smart Columbus consultant teams assisting the City in its deployment of USDOT and Vulcan demonstrations.

- 2.3 Specific Communications and Outreach Strategies:

At a minimum, USDOT Notice of Funding Opportunity Number DTFH6116RA00002 “Beyond Traffic: The Smart City Challenge – Phase 2”; and Section A.9 of the Smart Columbus USDOT Smart City Challenge Application Volume I (pp 46 through 51) are to be included in the scope of services the Consultant shall provide.
- 2.4 The Consultant will also provide the necessary assistance to the Smart Columbus Program Office to meet the expectation of USDOT and Vulcan to conduct the following levels of outreach:
 - 2.4.1 Two local press conferences each year;
 - 2.4.2 Three articles a year to be published in industry trade journals;
 - 2.4.3 A promotional video (6-12 minutes) about the Smart City Demonstration, including two additional updates;
 - 2.4.4 A Smart City Demonstration website;
 - 2.4.5 Travel and participation in six workshops/conferences/trade shows each year with one of them being international;
 - 2.4.6 Participation in four public USDOT-organized webinars per year regarding Smart City Challenge Demonstration progress/performance and lessons learned;
 - 2.4.7 Assistance to the Smart Columbus Program office on regular coordination with USDOT communications staff, facilitating the branding, re-use and re-distribution of materials developed by USDOT and Smart Columbus; and
 - 2.4.8 Planning, management and organizing the Mid-Sized City Forum, an annual event to be held in Columbus.
- 2.5 Project Deliverables may include completion of the following as the lead Consultant or assisting other Smart Columbus consultants:
 - 2.5.1 Communications and Outreach Plan
 - 2.5.2 Public relations and marketing materials defined by the City of Columbus
 - 2.5.3 Outreach Products, including:
 - 2.5.3.1 A promotional video (6-12 minutes) about the Smart City Demonstration, including two additional updates;
 - 2.5.3.2 A Smart City Demonstration website;
 - 2.5.3.3 Assistance to the Smart Program Office on travel and participation in six workshops/conferences/trade shows each year with at least one outside of the United States or in support of international cooperation;
 - 2.5.3.4 Assistance to the Smart Columbus Program Office relative to participation in four public USDOT-organized webinars per year regarding Smart City Challenge Demonstration progress/performance and lessons learned;
 - 2.5.3.5 Other communications and outreach deliverables as identified by the Recipient; and
 - 2.5.3.6 An Engineering Source Document containing all information referenced in preceding Scope of Services.
 - 2.5.4 Monthly, quarterly, and annual progress reports for the Smart Columbus Program office to submit to USDOT, Vulcan and the public
 - 2.5.5 Kick-off Meeting with Smart Columbus Program Office and USDOT
 - 2.5.6 Project Management Plan
 - 2.5.7 Project Schedule
 - 2.5.8 Quarterly Progress Reports and Briefings
 - 2.5.9 Systems Engineering Management Plan (SEMP)

- 2.5.10 Concept of Operations (ConOps)
- 2.5.11 Demonstration Site Map and Installation Schedule
- 2.5.12 Systems Requirements Specification (SyRS)
- 2.5.13 System Design Document (SDD)
- 2.5.14 System Architecture and Standards Plan
- 2.5.15 Other Systems Engineering documents as identified by the Smart Columbus Program office and agreed to by the USDOT, which provide evidence of following a systems engineering approach
- 2.5.16 Performance Measurement Plan
- 2.5.17 Response to USDOT Deployment Tracking Surveys (as required)
- 2.5.18 Data Privacy Plan
- 2.5.19 Data Management Plan
- 2.5.20 Independent Evaluation Support Plan
- 2.5.21 Data to support USDOT's Independent Evaluation
- 2.5.22 Data provided to the USDOT's Research Data Exchange (RDE)
- 2.5.23 Safety Management Plan
- 2.5.24 Human Use Approval Summary
- 2.5.25 Assistance to Smart Columbus Program Office and/or attendance with the Smart Columbus Program Office at six architecture and standards meetings, of which two are expected to be held outside of the United States
- 2.5.26 Architecture and Standards Meeting Trip Reports
- 2.5.27 Smart City Demonstration Interim Reports (annually)
- 2.5.28 Smart City Demonstration Final Report

2.6 Project Meetings:

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

3. Consultant/Personnel Prequalifications:

No ODOT prequalifications apply to this Request for Proposal.

4. Project Schedule:

Finalists Selected/RFP Issued: July 5, 2016
 RFP Question Cut-off Date: July 13, 2016
 RFP Responses Due: July 20, 2016
 Consultant Selected: July 2016
 City Council Legislation: July 2016
 Notice to Proceed: August 15, 2016

5. RFP Pre-Proposal Meeting: None

6. Proposal Submittal Instructions:

6.1 Proposals will be received electronically, via email, by the City until **1:00 PM on July 20, 2016**. Proposals received after this date and time shall be rejected by the City.

Submit Electronic Proposal Package to:

DPSRFP@columbus.gov

Subject: Smart City Challenge – Communications and Outreach

Note: this is a different email address than the email address used to submit questions about the project.

67.2 Electronic Submittals

- 6.2.1 Proposals shall be submitted as a compressed, secure, PDF document. Make sure that the document is printable, but not editable.
- 6.2.2 Only the following information shall be included in the email: PDF document containing the Consultant's response to the City's request for proposals; firm name; Consultant's contact person's email address and phone number. Emails SHOULD NOT contain a signature or firm logo that appears to be an attachment. While City staff shall review the email "inbox" to confirm that an attachment is included with the email, neither the email nor the attachment attached to said email will be opened before the deadline for receiving responses to the City's request for proposals. If an email is submitted without an attachment, the City will attempt to inform the Consultant, but the City assumes no responsibility or liability in the event it fails to do so. It is the Consultant's responsibility to ensure that an attachment containing the Consultant's response to the City's request for proposals is included with the email sent to the City. It is also the Consultant's responsibility to ensure that the correct PDF document is attached. If the City does not receive the correct PDF (response to the RFP as advertised) the proposal shall be deemed non-responsive and the Consultant shall be notified after the due date/time.
- 6.2.3 The City's email system shall provide an automated response that an email has been received. If you do not receive an automated response within two hours of your submission, please contact Tom Crawford at tlcrawford@columbus.gov. If you submit a proposal within two hours before the due date/time and send an email because you have not received an automate response, the City cannot guarantee that it will be able to respond to that email.
- 6.2.4 The date/time stamp of the City's email system constitutes the official date/time of receipt of proposal responses and those responses received after the specified deadline contained in the request for proposal are hereby deemed to be non-responsive and will not be considered for selection by the City. **The Consultant is solely responsible for ensuring that their proposal response has been successfully transmitted and received by the City before the deadline indicated in the request for proposal.** If a proposal is date/time stamped after the due date/time, the proposal shall not be accepted. Should this occur, the City shall notify the Consultant of the proposal's rejection by forwarding the email back to the Consultant, with the date/time stamp highlighted, to demonstrate that the Consultant did not meet the deadline for submittal.

6.3 Questions

Direct questions via e-mail only to:
Contract Manager, capitalprojects@columbus.gov

Note: this is a different email address than the email address used to submit requests for proposals.

No contact is to be made with the City other than with the Contract Manager through e-mail with respect to this proposal or its status. The deadline for questions is **July 13, 2016**. An addendum with answers to questions received will be issued after the question cut-off date.

6.4 Evaluation

Proposals will be evaluated based on the enclosed selection criteria and in accordance with Columbus City Code. Please be advised that proposals submitted to the City are subject to applicable Federal, State, and local public information disclosure regulations. Requests to view a proposal will be arranged upon receipt by the City of a written request for such; therefore, any proposal may be subject to viewing by the public. If any information contained in the documents submitted is deemed proprietary in nature, the Offeror is required to defend the City concerning any litigation arising from the Offeror's request for confidentiality.

6.5 Proposal Format (only the following format will be accepted)

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.

6.5.2 Complete the required Proposal Signature Form and the Byrd Anti-Lobbying Amendment Compliance and Certification Form. These documents shall be signed by a person authorized to obligate the Offeror's firm and attached to the front of the Offeror's proposal. These documents do not count towards the 20 page limit described in section 6.6.1.

6.5.3 Page numbers must be centered at the bottom of each page.

6.5.4 Font must be 12 pt., Times New Roman or Arial.

6.6 Proposal Content

6.6.1 The Consultant shall limit the proposal to no more than twenty (20) total pages of information (e.g. text, graphics, etc.). A 'page' is one side of a sheet of paper with text, graphics, etc. If only one side of a sheet of paper has text, graphics, etc., then that is one page. If both sides of a sheet of paper have text, that is two pages. The proposal shall include the Proposal Signature Form, which is not counted in the twenty page limit. No appendices or additional information is acceptable. **Proposals exceeding the twenty page (20) limit will be rejected.**

6.6.2 Provide information requested below in the order outlined or the proposal may be rejected.

6.6.3 Proposals must address each of the following subjects in the order specified below, using the headings provided. These elements correspond to the evaluation criteria noted in Section 7. Note that page breaks **are not** required between sections; however, section tab dividers will not be counted against the page total unless they contain text other than that necessary to identify the section. **Failure to provide the information requested may result in the proposal being rejected.**

Section A. Location of Lead Offeror

For the Lead Consultant, provide the firm location (full address), the contact person for the proposal, phone number, and e-mail address.

Section B. Anticipated Project Team

Identify the Project Team, including sub-consultants, the percentage of work to be performed by each firm along with the address of each sub-consultant's office. Also include the contract compliance number (FID) and Equal Business Opportunity Office status.

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

Project Team				
Firm Name	Location	Contract Compliance No. (FID)	EBOCO Status	Percentage of Contract

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.

Address topics discussed in Section 7.1.

Section C. Past Performance

Present the proposed Project Manager's and Project Team members' 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 7.2.

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 7.3.

Section E. Environmentally Preferable Offeror (see Appendix A)
Innovative/Green Approach – Provide a description of green and innovative approaches with their impact on project scope, budget, and schedules. Provide a description of the team's experience with City of Columbus Stormwater Best Management practices (BMP).

Address topics discussed in Section 7.4.

7. Evaluation Criteria:

7.1 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.

7.1.1 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 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:

7.1.1.1 Education – education consistent with the requirements of the project

7.1.1.2 Relevant Experience – experience relevant to the type of project; projects should be adequately described to enable the reviewer to determine the project scope, size and complexity

7.1.1.3 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

7.1.1.4 Communications Experience – experience working with citizens, neighborhood groups, utility companies and City departments; specific examples should be given

7.1.1.5 Experience on projects and programs with the City of Columbus, MORPC, ODOT, COTA and USDOT

7.1.1.6 Availability – the number of hours of availability for the project per week

7.1.2 Project Staff (20 points maximum)

Each project team member, other than the project manager, shall 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.

7.1.2.1 Availability – the number of hours of availability for each project team member and proposed project Leads for the project per week

7.2 Past Performance (Maximum 15 points)

The Consultant should identify the proposed Project Manager and key staff's past performance on similar projects, including experience working with the City of Columbus, MORPC, ODOT, COTA and USDOT – past projects with these agencies; knowledge of how to work with these agencies; knowledge of the City layout and the various City community planning areas. Resultant scores shall be determined based on similar project experience 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. The projects listed 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.

7.3 Understanding of Project/Project Approach (Maximum 40 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 must 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.

7.4 Environmentally Preferable Consultant (Maximum 5 points)

The Consultant should give due consideration to unique and innovative approaches, particularly *green* 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 shall be considered for feasibility and must be clearly defined including their impact on project scope, budget, and schedule. See Appendix A. The Consultant should show their use of green technology within the project and their experience with City of Columbus Stormwater Best Management practices (BMP). Inclusion of green memo initiatives with the project should also be clearly defined.

8. Selection Process:

The Consultant Selection Committee shall evaluate the offerors strictly upon the submitted proposals and interviews of the offerors' clients. The Consultant Selection Committee is generally composed of at least three voting members. Voting members include representatives from the Department of Public Service Director's Office and may, on occasions, include representatives from other City departments as appropriate.

Each proposal package received shall be evaluated, scored, and ranked according to the criteria described herein and the Consultant Selection Committee will make a recommendation to the Public Service Director for final determination. Offerors may be interviewed as a part of the process. Once the selection process is completed, the selected Consultant will be contacted by the Office of Support Services to participate in a meeting to discuss the final scope of services. The Department of Public Service will submit a legislative request to Columbus City Council, pursuant to the execution of the contract with the selected Consultant.

Appendix A:



City of Columbus
Mayor Michael B. Coleman

Department of Finance and Management

Joel S. Taylor, Director

To: Elected Officials, Agency Directors, and Fiscal Personnel

From: Joel S. Taylor, Director
Department of Finance and Management

Date: May 18, 2007

Re: Utilizing Environmentally Preferable Requirements in
RFP/RFSQ Contracts

This policy regarding how City Agencies should utilize the environmental preference in professional service contracts is issued pursuant to the authority granted to me by Columbus City Code 329.03,

As part of Mayor Coleman's Get Green Columbus initiative, City Council added section 329.31 to the Columbus City Code. This section provides, in part, that City agencies will develop specifications to encourage environmentally preferable bidders and offerors. In addition, it states that when evaluating bids or offers for materials, supplies, equipment, construction and services, preference will be given to an environmentally preferable bidder or offeror.

The purpose of this memo is to address how this section should be implemented when a Department is seeking professional services through a request for proposals (RFP) or a request for statement of qualifications (RFSQ).

When issuing a RFP or RFSQ, these guidelines should be followed.

1. The RFP or RFSQ should include an environmental preference unless it is clear that there is not an environmentally preferable way to carry out the purpose of the contract. If a department determines that there is not an environmentally preferable way to carry out the purpose of the contract, that decision should be shared with the Mayor's Environmental Steward.

2. When drafting an RFP or RFSQ that includes an environmental preference, the RFP or RFSQ should include the following statement (or words to this effect): **The City of Columbus is seeking an Environmentally Preferable Offeror, who will assist the City by providing services that will have a lesser or reduced effect on human health and the environment.**
 3. Each department may determine for itself how to award points for an environmentally preferable bidder. Two areas that should be evaluated for inclusion are points for the team's credentials/experience and/or points for the project proposal. These are discussed further below.
 - a. **Team Credentials:** A department may choose to award points for the specific environmental experience and/or training of the offeror. For example, points may be awarded for LEED certification. In doing so, the department should focus on the team that will be providing the actual services, and avoid awarding points for firm members that will not be directly involved in the project.
 - b. **Project Proposal:** A department may choose to award points for environmentally progressive elements in the offeror's project proposal. For example, points may be awarded for a proposal that suggests using recycled or renewable raw materials.
 4. It is imperative that once a department determines how to award environmentally preferable points in evaluating an RFP or RFSQ that the department is explicit and clear about how those points will be awarded. Specific examples or guidelines should be provided.
 5. Each department should track how many service contracts it has awarded to an environmentally preferable offeror. This information should be reported on an annual basis to the Department of Finance and Management and to the Mayor's Environmental Steward.
-

Appendix B: Draft Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COLUMBUS, OHIO
AND
CONSULTANT
FOR
SMART CITY CHALLENGE – COMMUNICATIONS AND OUTREACH**

SECTION 1 – GENERAL

This Agreement 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. Purchase Order/contract number is: _____.

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Agreement, 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 Agreement 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 2 - SERVICES BY THE CONSULTANT

- 2.1 The Consultant agrees to perform the Scope of Services as set forth in the attached **EXHIBIT A**. This Agreement is NOT valid if the Scope of Service is NOT attached hereto.
- 2.2 The City anticipates authorizing multiple projects/tasks, with detailed scope, under this Agreement. The City shall provide the Consultant with a scope of work for each project/task and the Consultant shall prepare a corresponding fee proposal utilizing the rates delineated on the attached **EXHIBIT C**. The City shall review, comment on, and provide the Consultant with a Notice to Proceed or authorization letter for each project/task prior to work commencing on said project/task.
- 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>.

SECTION 3 – PAYMENT FOR SERVICES

- 3.1 Total Contract Amount
The maximum amount to be paid under this Agreement shall not exceed **\$XXXXXX**, unless additional funds are authorized and appropriated by the appropriate City officials. The total contract amount includes Basic Services (Section 3.2), If Authorized Services, (Section 3.3), and Contingency (Section 3.4).

3.2 Basic Services

The City agrees to pay the Consultant for professional services rendered under Section 2 in an amount equal to the Direct Labor Cost plus the Indirect Costs, plus the Fixed Fee, plus other Direct Costs, including approved Reimbursable Expenses and Sub-agreement costs in accordance Exhibit C "Cost Summary". These rates are deemed to be maximum rates and shall not be exceeded during the duration of this contract. The maximum amount to be paid under any purchase order associated with this Contract for Basic Services, including the Fixed Fee, Sub-agreements, and other contract related costs, shall be limited to the amount of **\$0.00**, unless additional appropriations are authorized by Ordinance as passed by Council and approved by the Mayor. The City is not obligated to spend the maximum obligation authorized under this Agreement. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from the Consultant.

3.3 If Authorized Services

The City agrees to pay the Consultant for additional, authorized services rendered under Section 2, but not included in the Basic Services fee (Section 3.2). The If Authorized amount shall be determined on a task by task basis. If Authorized Services shall be paid in the same manner as Basic Services. When the City determines an If Authorized task is needed, the City shall request a proposal, Exhibits B, and Exhibit C from the Consultant. A schedule for that task may also be required. The City shall review, comment, and provide the Consultant with a notice to proceed for that task.

3.4 Contingency Services

During the execution of the scope of services it may become necessary to obtain additional services that were not foreseen prior to the development of the original scope of services. The City has provided funding in the amount of **\$0.00**. This amount shall be as shown on Exhibit C "Cost Summary". If it is determined that additional services are required, the City may request a proposal from the Consultant for said services. This contingency shall be utilized only upon issuance of explicit, written authorization of the Director of the Department of Public Service.

3.5 Fixed Fee Percentage for Basic Services

The City shall pay a fixed fee percentage rate of ten percent (**10%**) to the Consultant for the Basic Services rendered under Section 2. The calculation of fixed fee shall utilize the Ohio Department of Transportation's average overhead rate in effect at the time the contract is negotiated (**insert percentage here**). The fixed fee percentage rate and total amount of fixed fee for the duration of this contract shall be as shown in Exhibit C "Cost Summary".

3.6 Direct Labor Costs

Direct Labor Costs shall be defined as the product of the actual labor hours worked by each of the Consultant's employees, in performing services under this Agreement times the hourly salary rate paid by the Consultant to each employee. The direct labor rates billed by the Consultant shall be the actual hourly rates paid to employees of the Consultant. These rates shall not exceed those shown in Exhibit C "Cost Summary".

3.7 Overhead Rate

The overhead rate used and defined for this contract is the rate on file with the Ohio Department of Transportation at the time the contract is negotiated. The overhead rate includes the Consultant's actual costs which are incurred for the operation of the Consultant's offices and business, incurred for the performance of the Consultant's

specific contracts, and which are allocable to the services performed under this agreement. The overhead shall be calculated as a percentage of the Direct Labor Cost. The rate or percentage of the Direct Labor Costs shall be noted on the Exhibit C “Cost Summary”, and shall be effective for the duration of this contract **(insert specific Consultant ODOT Rate)**.

3.8 Other Direct Costs

3.8.1 Reimbursable Expenses

Reimbursable expenses shall be limited to those shown on Exhibit C “Cost Summary”, unless written approval for additional expenses is authorized by the City during the prosecution of the contracted scope of service. These expenses shall be limited to the actual cost borne by the Consultant, and shall be evidenced by proof of expenditure at the time of invoice to the City. The Consultant stipulates herein that they have incorporated all expenses associated with the day-to-day operations of delivering the professional services identified within Section 2 herein, and that these expenses are included within the Consultant’s overhead rate shown in Exhibit C “Cost Summary”. UPS/FedEx charges are reimbursable as allowed on Exhibit C and the invoice must provide a written explanation for the urgency to use this premium service.

If the Consultant or subconsultant travels to Columbus to work on the project, the City shall reimburse for lodging and travel up to the amounts listed on the U.S. General Services Administration web site, <http://www.gsa.gov/portal/category/100120>. The City shall reimburse up to \$70/day for rental car (including tax and fuel).

3.8.2 The City shall pay the Consultant the firm’s Cost of Money rate on file with Ohio Department of Transportation at the time the contract is negotiated **(insert specific Consultant current ODOT Cost of Money)**.

3.8.3 Sub-Consultant Payments

The Consultant shall be reimbursed for the cost of subcontracted services in accordance with this contract upon submitting and validating the sub-consultant services. The Consultant agrees to contract with the subconsultants defined below and to utilize their services as appropriate to perform at least the percentage of the contract indicated here:

Firm	Percentage of Contract	ODOT Overhead Rate	ODOT Cost of Money

The Consultant shall submit with each invoice the City’s Subconsultant Reporting Form / Payment Affidavit. The affidavit for the first project invoice shall be submitted no later than the third project invoice. It is understood by the City and Consultant that the affidavit submitted will reflect payments made on prior invoice. If the percent of work attributed to each subconsultant cannot be met, the Consultant shall request a waiver from the Director of Public Service. The request for a waiver shall be in the form of a letter listing the initial subconsultant utilization plan (shown above and included in the proposal), the proposed revised subconsultant utilization plan, and a detailed explanation of the change. The

Department shall review each request and respond to the Consultant in a timely manner. If the Consultant is not meeting the percentages outlined in this agreement as determined by the Director of Public Service the Director reserves the right to cancel the contract. Requests for a waiver shall be sent to:

Office of Support Services
Department of Public Service
50 W. Gay Street – Fifth Floor
Columbus, Ohio 43215
Attn: Tom Crawford, Capital Fiscal Manager

Should the scope of services for a task require the use of a sub-consultant not defined above, the Consultant shall notify the City of the need to add an additional sub-consultant. The request shall be in writing and shall include the name of the additional sub-consultant and the type of services required that were not detailed in the contract.

- 3.8.4 The Consultant may be asked to provide copies of plans for the City to sell the project and the Consultant will be asked to provide additional copies of final right-of-way plans if right-of-way acquisition is needed. The Consultant shall plan for up to twenty copies of plans for sale and up to five final right-of-way plans. The exact amount shall be determined as the project proceeds.

3.9 Partial Payments

- 3.9.1 Invoices for partial payment in proportion to services rendered as the work progresses shall be submitted by the Consultant to the City at 30 day or more intervals. The City will not process an invoice if it has not received a Contract Progress Report within the last 30 days from the date of invoice. The Consultant will also complete a Subconsultant Reporting Form / Payment Affidavit and submit it with each invoice. The City will provide the Consultant with the affidavit. If the affidavit is not submitted as directed, payment for that invoice may be withheld until the affidavit is completed. This affidavit does not need to be submitted with the first invoice, but with each successive invoice.

- 3.9.2 The Consultant shall utilize the invoicing format and calculation method provided by the City's Office of Support Services within the Department of Public Service. The invoice for payment shall show the total cost for the period of the invoice and balance of previous billings on the contract and be coordinated with the data in the Contract. Only one copy of the invoice is to be submitted to:

City of Columbus
Office of Support Services
Contract Management Section
50 W. Gay Street – Fifth Floor
Columbus, Ohio 43215
Attn: Nancy Blake

- 3.9.3 The actual direct labor costs shall identify the employee name; employee number (if applicable); labor classification; hours charges to the contract; and the actual hourly rate. The City may require the Consultant to provide payroll records which support the hourly rates being invoiced during the duration of the contract.

- 3.9.4 Sub-Agreements and supplemental services shall be similarly documented when submitted for payment during any invoice period. Copies of the subconsultant's invoice shall be attached with the Consultant's invoice.
- 3.9.5 The Consultant is responsible to maintain a Master List of non-expendable personal property purchased and approved by the City for the work as Reimbursable Expenses. Non-expended personal property shall be delivered to the City's representative upon completion of the Consultant's service and shall conform to the Master List.
- 3.9.6 All reimbursable expenses require a receipt attached to the invoice, including subconsulting services. The City does not reimburse for sales tax paid on commodities purchased for projects. An exemption certificate is available from the City.
- 3.9.7 Fixed fee is not paid on reimbursable expenses.
- 3.9.8 The City will reimburse mileage at the current IRS standard mileage rate for the use of a car for project purposes.

SECTION 4 – PERIOD OF SERVICES

The Consultant shall commence work on the Agreement's 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 Agreement.

SECTION 5 – CITY RESPONSIBILITIES

- 5.1 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 Agreement.
- 5.2 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 Agreement. The City shall not, however, be responsible for professional engineering or legal judgments.
- 5.3 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 Agreement.
- 5.4 The City shall examine all deliverables presented by the Consultant.
- 5.5 The City shall assist and cooperate with the Consultant to allow the professional services to be executed in a timely and effective manner.

SECTION 6 – STANDARDS OF PERFORMANCE, ERRORS, AND OMISSIONS

- 6.1 Services provided by the Consultant under this agreement shall be performed in a manner consistent of that profession currently practicing under similar circumstances.
- 6.2 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.

- 6.3 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 7 – 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 under this Agreement (“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, contractor, sub-consultant, subcontractor, subsidiary, or affiliate of the Consultant. Upon completion or termination of this Agreement, 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 Agreement, it shall do so at its sole risk and without liability or legal exposure to the Consultant or anyone working through the Consultant.

SECTION 8 – MODIFICATIONS

No modification, amendment, alteration, addition or waiver of any section or condition of this Agreement 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 9 – 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 Agreement, 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 10 – AGREEMENT TERMINATION

If either the City or the Consultant violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, 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 Agreement 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 Agreement, 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 Agreement is so terminated, the City is liable only for payments required by the terms of this Agreement 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 Agreement (hereafter "Design Documents"), whether completed or in process. No payment shall be due to the Consultant following termination of the agreement until the Consultant provides the City with all Design Documents in its possession or control.

SECTION 11 – RECORDS TO BE MAINTAINED, ACCESS TO RECORDS:

11.1 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 Agreement 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 City in reviewing said documents.

11.2 The Consultant shall maintain and make available accounting records during performance of the services under this Agreement and until three years from date of final payment for the Agreement. 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.

SECTION 12 – WORKER'S COMPENSATION

The Consultant shall comply with all Workers' Compensation laws of the State of Ohio. Proof of coverage shall be attached to this Agreement.

SECTION 13 – INSURANCE AND INDEMNITY

13.1 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 Agreement. The Consultant shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. The Consultant must attach a copy of the Certificate(s) of Insurance to this Agreement:

13.1.1 Bodily Injury Liability and Automobile Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) 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.

13.1.2 Property damage insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) from damages on account of any one accident; and One Million Dollars (\$1,000,000.00) on all accidents.

- 13.1.3 Valuable Papers Insurance in an amount sufficient to assure the restoration of any drawings, Agreement manual pages, field notes, or other similar data relating to the work under this Agreement, in the event of their loss or destruction, during the life of this Agreement.
- 13.1.4 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.

SECTION 14 – EQUAL OPPORTUNITY CLAUSE

The Consultant agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3909.01, Equal Opportunity Clause. Failure or refusal of a Consultant or a sub-Consultant to comply with the provisions of Article I, Title 39, may result in cancellation of this Agreement. (Ordinance 2550-93.)

SECTION 15 – 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 361, Columbus City 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 Agreement. 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 Agreement.

SECTION 16 – APPLICABLE LAW, REMEDIES

This Agreement shall be governed in accordance with the laws of the State of Ohio. 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 Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

SECTION 17 – NONEXCLUSIVE REMEDIES

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

SECTION 18 – 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 Agreement under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this Agreement and for one year thereafter.

SECTION 19 – SURVIVORSHIP

All services executed pursuant to the authority of this Agreement 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 Agreement, or any extension thereof. Further, the terms, conditions, and warranties contained in this Agreement that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Agreement, shall so survive.

SECTION 20 – FORCE MAJEURE

- 20.1 Non-performance by either of the parties of any of its obligations (other than to pay money) under this Agreement shall be excused during the time and to the extent that such performance is prevented, wholly or in part, by Force Majeure.
- 20.2 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 Agreement and the likely duration of such nonperformance. In the meantime such party shall take all reasonable steps to remedy or abate the Force Majeure.
- 20.3 No party shall, by virtue of this clause be required against its will to settle any strike, lockout or other industrial disturbances.
- 20.4 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 Agreement for a period of thirty days, the other party may, on giving fifteen days written notice to that party, cancel this Agreement in whole or in part.
- 20.5 Cancellation of this Agreement under this clause shall not prejudice the rights of either party against the other in respect of any matter or thing occurring under this Agreement before cancellation.
- 20.6 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.

SECTION 21 – MISCELLANEOUS

- 21.1 The City and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. The Consultant shall not assign this Agreement without the written consent of the other. City Council approval is required to accept assignment of the Agreement. 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.
- 21.2 This Agreement represents the entire and integrated agreement between City and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Consultant.
- 21.3 Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant.
- 21.4 Severability and Reformation: Any provisions or parts of this Agreement 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 22 – NOTICE

Unless otherwise provided, 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
50 W. Gay Street – Fifth Floor
Columbus, Ohio 43215
Attn: Tom Crawford, Capital Fiscal Manager
tcrawford@columbus.gov

CONSULTANT:

SECTION 23 – ATTACHMENTS REQUIRED

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

- 23.1 Signature Affidavit, if required
- 23.2 Non-collusion Affidavit
- 23.3 Exhibit A, Scope of Services
- 23.4 Exhibit B, PDP Task List
- 23.5 Exhibit C, Cost Summary
- 23.6 Proof of Insurance with the City named as additional insured: City of Columbus, 50 W. Gay St., Columbus, Ohio 43215. Certificate must include the project name.
- 23.7 Current Workers Compensation Certificate

SECTION 24 – DOCUMENTS INCORPORATED BY REFERENCE

The following documents are hereby incorporated herein by reference:

- 24.1 Executive Order 2015-01 Tree Protection and Mitigation
(Available online at <https://www.columbus.gov/Templates/Detail.aspx?id=65160>)

[Remainder of page intentionally left blank]

SECTION 25 – 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

Title

Date

Contract Compliance No. Exp. Date

APPROVED AS TO FORM:

Richard C. Pfeiffer, Jr.
City Attorney

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, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Consultant and will not knowingly be disclosed by the Consultant prior to the bid 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 bid 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

EXHIBIT B: PDP TASK LIST

EXHIBIT C: COST SUMMARY

ATTACH CERTIFICATE OF INSURANCE

ATTACH WORKER'S COMPENSATION CERTIFICATE