

SSLC PROFESSIONAL SERVICE POOL

**CITY OF SOUTH SALT LAKE
ENGINEERING DEPARTMENT
220 E MORRIS AVENUE, SUITE 300
SOUTH SALT LAKE, UT 84115**

AUGUST 13, 2023

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I. INTRODUCTION AND BACKGROUND

1. INTRODUCTION

South Salt Lake City is seeking multiple qualified engineering firms to form the SSLC Professional Services Pool. Qualified firms are requested to submit a Statement of Qualifications (SOQ) and fee schedule to provide the engineering services outlined in the Scope of Work below. The selected firm(s) will work closely with SSLC's Engineering Department. SOQs will be obtained from various firms in order to conduct a fair and extensive evaluation, and the firm(s) that can best achieve the goals and objectives will be selected. Complete and timely submittal of all required proposal documents listed in this RFQ is required for the SOQ to be considered.

2. BACKGROUND AND SCOPE OF WORK

South Salt Lake City intends to create a Professional Services Pool consisting of one or more qualified firms, so as to not have to go through the contracting process whenever the need for small projects, engineering questions, or general engineering services arise. If selected, a firm shall be listed on the City's pool of pre-qualified providers. This pool will expire every 5 years after which the pool will undergo the RFQ process again for pre-qualifying.

In order to ensure fairness in selecting vendors from the pre-qualified pool, the City will employ a rotation system for the pool with the order being randomly generated. These will be smaller scale projects or inquiries, likely to not exceed \$100,000 per instance.

Within the Professional Services Pool, the City is looking to cover 5 different disciplines: Survey, Water Resources, Roadway Design, Geotechnical/Testing, and Electrical. Potential firms are not required to cover all 5 disciplines but are required to list which disciplines they would like to work on for the City.

The scope of services will include but may not be limited to:

- General Survey services (legal descriptions, construction survey, topographic survey, etc.)
- Water Resources (basic design and/or availability for questions regarding culinary water system, storm water system, sanitary sewer system, etc.)
- Roadway Design (basic design of sidewalk, curb and gutter, and/or roadway, etc.)
- Geotechnical/Testing (concrete testing, asphalt density, backfill/base density, lab capabilities for soil proctors, etc.)
- Electrical (street lighting study, basic street lighting design, etc.)

Being Selected for the Professional Services Pool does not guarantee the City will use a selected firm during the five-year period for any minimum amount of services. Each firm selected will be expected to sign a Professional Services Agreement with the City, in a form substantially similar to the sample Agreement attached as Exhibit A.

II. PROPOSAL REQUIREMENTS

SOQs shall include a base of four (4) single-sided pages with a minimum 12-point font size. For every additional discipline the firm submits for, one (1) additional page may be submitted, for a maximum of eight (8) pages for any firm submitting for all 5 disciplines. All pages count towards the page total with exception of the cover, introductory letter, rate schedule and an appendix with resumes. SSLC may reject proposals that exceed the maximum page count.

Each SOQ should include the following items:

Letter of Introduction: Describe the firm's areas of expertise and other information that helps to characterize the firm. Provide the name, title, address and telephone number of the primary contact for this project. List any special considerations that you would like to emphasize to the selection committee as they consider your SOQ. Introductory letters should be no more than one page, and will not be counted against the total page count.

Point of Contact (POC): Identify the POC. List the POC's relevant experience and similar work including references. The assigned POC will be made available to present information and coordinate with SSLC, including a reasonable number of meetings, to track progress and assure that the final plans meet owner expectations.

Firm Members: Describe the key personnel, name, and office location of key personnel. Provide an organizational chart with the proposed project team, and organizational structure identifying the key personnel who will be assigned to provide the services required by this RFQ, illustrating the lines of authority, and designating the individual responsible for the completion of each task and deliverable of the RFQ. Provide descriptions of technical expertise and experience. Also describe each team member's availability for the project.

Qualifications of the Firm: Describe related experience that your firm, the proposed project manager, and project team have that is similar to the proposed Scope of Work. Provide phone numbers and locations of client representatives for reference contacts. Two (2) reference letters may be included in the appendix.

Consultant Fees: Provide a fee schedule for the various firm members who will facilitate the requested services. List an hourly rate for each.

III. EVALUATION

All submittals will be evaluated to determine if the submittal is complete, in the required format, and in compliance with all the requirements of the RFQ. SSLC will then evaluate all proposals that meet the minimum requirements based on the following criteria. Each element has an assigned weight which indicates the importance of each. The total weight for the evaluation is 100%.

- 1) Project Manager (25%)
- 2) Project Team (25%)
- 3) Qualifications (25%)
- 4) Consultant Fees (25%)

Submit SOQs in accordance with the instructions listed herein regarding time, place and date required. SOQs received after the time requirement will NOT be accepted and will NOT be considered for award. It is the sole responsibility of the proposer to be sure his/her response is in the hands of the City Recorder by the required time and date. SSLC will not be responsible for any proposal delivered incorrectly or to the wrong address or location. Failure to read the Request for Qualifications and comply with its instructions will be at the consultant's risk. Corrections and/or modifications received after the closing time specified in the RFQ will not be accepted. The SOQ must be signed by the appropriate representative or officer authorized to contractually obligate the firm.

IV. RESPONSE DEADLINE, SUBMITTAL, AND INQUIRIES

All submissions must be made through the Utah Public Procurement Place website (SciQuest). All submissions must consist of one combined PDF.

Proposals must be submitted by **2:00 p.m. Mountain Time, September 6th, 2023**. The City will not consider responses received after that date and time.

It is the intent of this RFQ to make the proposal process easy and efficient for all interested parties by giving them ample opportunity to highlight their services, technical abilities, financial strength and organizational structure. The evaluation process, however, must also be manageable and efficient.

Inquiries regarding the RFQ should be directed to the City Recorder: Ariel Andrus (801) 483-6019 or email: aandrus@sslc.gov. Inquiries must be received at least 48 hours prior to submittal deadline.

V. REQUEST FOR QUALIFICATIONS TIMELINE

Complete and timely submittal of all required documents is required for the SOQ to be considered. The consultant selection process will proceed according to the following proposed schedule.

- All SOQs are due no later than **September 6th, 2023, at 2:00 p.m. MST**.
- Evaluation of proposals will be conducted from **September 7th to September 14th, 2023**.
- The selection decision for the winning consultant(s) will be made no later than **September 14th, 2023**.

- Upon notification, the contract negotiation with the winning consultant(s) will begin immediately. Contract negotiations will be completed by **October 6th, 2023**.
- Notifications to consultants who were not selected will be completed by **October 9th 2023**.

VI. DISPOSITION OF PROPOSALS, STATEMENTS, AND NEGOTIATIONS

1. DISPOSITION OF PROPOSALS – PUBLIC RECORDS

All materials submitted in response to this RFQ will become the property of SSLC. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become part of the official file on this matter without obligation on the part of the City of South Salt Lake.

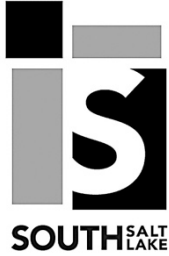
2. VERBAL STATEMENTS OR AGREEMENTS

No verbal agreement or conversation with any officer, agent, or employee of SSLC, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in the contract. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon SSLC or the Contractor.

3. NEGOTIATIONS

SSLC reserves the right to reject or to waive any or all SOQ's. After SSLC has identified the best qualified candidate(s), the Parties shall have the right to negotiate with the respondent over the final terms and conditions of the contract. These negotiations may include bargaining; however, by submitting a SOQ, a firm acknowledges that it has reviewed the sample Agreement in Exhibit A and is prepared to sign a substantially similar agreement with the City. The primary objective of the negotiations is the evaluation factors set forth in the RFQ. If an agreement cannot be reached, the negotiation will be terminated.

VII. EXHIBIT A



*City of South Salt Lake
220 E. Morris Ave., Suite 200
South Salt Lake City, Utah 84115
Phone: (801) 483-6000*

PROFESSIONAL SERVICES AGREEMENT – XXX Description of Service XXX

This Professional Services Agreement ("Agreement") is by and between **THE CITY OF SOUTH SALT LAKE**, hereinafter referred to as "THE CITY", and _____ [vendor], hereinafter referred to as "CONSULTANT". Collectively, the CITY and CONSULTANT are referred to as "PARTIES":

WITNESSETH:

WHEREAS, the CITY desires to retain CONSULTANT to perform XXX [description of services] XXX, on a non-exclusive basis and as assigned from time-to-time by the CITY's representative;

WHEREAS, CONSULTANT submitted a Statement of Qualifications to the CITY, outlining the CONSULTANT's ability to perform such services, attached hereto as **Exhibit A**, and represents that it has the personnel with technical expertise, experience and knowledge to perform such work for the CITY;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

CONSULTANT may be asked to provide general advice to CITY at a set hourly rate. CONSULTANT may also be asked, by written request from CITY, to perform longer term projects.

Upon written request by the CITY and subject to the CONSULTANT's availability, CONSULTANT shall perform and accomplish in a manner satisfactory to the CITY those tasks described in [Bid/Statement of Qualifications] attached hereto as **Exhibit A**, which is incorporated herein by reference. Upon receipt of a written request from CITY, CONSULTANT shall inform CITY of an estimated timeline for completion as well as any estimated supply costs. CITY shall approve or deny CONSULTANT'S estimate in writing and CONSULTANT shall complete the written request on the timeline mutually agreed upon by the PARTIES.

Both general advice and written request projects are referred to as "Services." The CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a member of the

same profession who is currently practicing under similar circumstances.

2. **TIME OF PERFORMANCE**

CONSULTANT shall perform Services, as assigned by the CITY's representative, from the time this Agreement is executed until this Agreement's expiration on June 30, 2028. When assigned, CONSULTANT shall work diligently to complete the Services to the satisfaction of the CITY.

3. **COMPENSATION**

A. **Compensation** - During the term of this Agreement, the compensation paid by the CITY to CONSULTANT for all Services specified herein shall be \$XXX per hour, not to exceed \$XXX per fiscal year. Any compensation exceeding this amount must be pre-authorized in writing by the Mayor of the CITY.

B. **Method and Time of Payment** - Payment shall be made in the following manner:

(i) CONSULTANT shall submit monthly invoices to the CITY for work completed to date. All such invoices shall (a) provide an itemization of Services performed during the previous month, (b) indicate the percentage of each Service that has been completed by CONSULTANT as of the date of the invoice, (c) indicate the total amount charged for each Service during the previous month, (d) indicate the time spent by each of the CONSULTANT's employees and approved subcontractors assigned to the Project during the previous month, and (e) provide a summary of all other direct and indirect costs incurred by CONSULTANT during the previous month that pass to the CITY pursuant to the terms of this Agreement. All such invoices will be based on actual cost incurred.

(ii) The CITY shall reimburse CONSULTANT within thirty (30) calendar days after the receipt of each invoice.

(iii) CONSULTANT shall maintain complete records of all costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis for a minimum period of five (5) years after final payment is made under this Agreement and shall be clearly identifiable and readily accessible to authorized representatives of the CITY for inspection and audit.

C. **Compensation After Termination** - In the event that this Agreement is terminated as provided below, the CONSULTANT shall be compensated for all hours worked and other expenses incurred under this Agreement prior to the date of receipt of the termination notice or other termination date specified in such notice, except that compensation shall not exceed the amount stated in paragraph 3A. The CONSULTANT and any of its subcontractors, agents and legal representatives agrees to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement.

4. **CHANGES AND ADDITIONAL SERVICES**

This Agreement constitutes the entire agreement between the CITY and CONSULTANT and it may not be amended or altered in any way except by a written amendment signed by both parties to this Agreement; provided, however, that at any time during the term of this Agreement the CITY, by written notice to CONSULTANT, may modify the scope of the Services to be furnished by CONSULTANT under this Agreement. If such modification causes an increase or decrease in the amount of Services to be provided by CONSULTANT or in the amount of time required for their performance, equitable adjustment shall be made to the provisions of this Agreement for payments to CONSULTANT.

5. **TERMINATION**

- A. CONSULTANT or CITY may terminate this Agreement at any time with or without cause by giving 30-days advance written notice of such termination.
- B. In the event of any such termination, the CONSULTANT shall deliver to the CITY, as the property of the CITY, all designs, reports, drawings, studies, estimates, computations, memoranda, documents, and other papers or materials either furnished by the CITY or prepared by or for the CONSULTANT under this Agreement.

6. **COPYRIGHT AND OWNERSHIP OF DOCUMENTS**

No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of CONSULTANT. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items prepared under this Agreement shall vest in the CITY upon payment to the CONSULTANT for all Services rendered herein through the date of the expiration or termination of this Agreement.

7. **ASSIGNMENT**

The CONSULTANT's rights, obligations and duties under this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY. However, claims for money due to the CONSULTANT from the CITY under the terms of this Agreement may be assigned to a bank, trust company or other such financial institution, provided that prompt written notice of such an assignment is given to the CITY. None of the Services covered by this Agreement shall be subcontracted without the prior written approval of the CITY.

8. **INDEPENDENT CONTRACTOR**

CONSULTANT will act as an independent contractor in the performance of the Services under this Agreement. Accordingly, CONSULTANT shall be responsible for the payment of all required business license fees and all taxes including Federal, State and local taxes arising from CONSULTANT's activities under the terms of this Agreement.

9. **PROHIBITED INTERESTS**

No officer, member or employee of the CITY, no member of the CITY's governing body and no other public official of the locality or localities in which the Project is being carried out who exercises any functions or responsibilities in the review and approval of this Project shall participate in any decision related to this Agreement affecting, either directly or indirectly, his or her own personal interest.

10. **CONFLICTS OF INTEREST**

- A. CONSULTANT hereby certifies that the company and any personnel assigned to work for the CITY under this Agreement are not involved in other community projects that would pose a conflict to the CONSULTANT's ability to successfully carry out the responsibilities of this Agreement. If potential conflicts arise during the term of this Agreement, the CONSULTANT agrees to notify the CITY immediately in writing and discuss the potential issues and work with the CITY to address any potential issues arising from the situation.
- B. The CONSULTANT covenants that it presently has no known personal or pecuniary interest and shall not knowingly acquire such interest, directly or indirectly, which could conflict in any manner with the performance of Services under this Agreement, including the submission of impartial reports and recommendations.

11. **STATUS VERIFICATION SYSTEM**

- A. Pursuant to Utah Code Ann. § 63G-12-302, the CONSULTANT certifies that it is registered with and participates in a Status Verification System, as defined in the Utah Code, to verify the work eligibility status of its new employees that are employed in the state of Utah. The CONSULTANT further agrees that it will require any subcontractor performing work on this project to similarly certify that it is registered with and participates in a state-approved Status Verification System to verify the work eligibility status of its new employees that are employed in the state of Utah. The CONSULTANT will, within five days written notice, provide proof of enrollment and participation in a Status Verification System to the CITY.
- B. Alternatively, if CONSULTANT is a sole proprietor or otherwise has no employees besides the individual performing Services, CONSULTANT may provide CITY with a signed affidavit confirming that CONSULTANT:
 - (i) is a single individual and has no employees; and
 - (ii) is able to provide CITY with verified proof of the individual's legal eligibility to work in the United States.

12. **INDEMNIFICATION**

CONSULTANT expressly agrees to hold and save harmless and indemnify the CITY, its

officers, agents, servants and employees for liability of any nature (including, without limitation, reasonable attorneys' fees) related to a breach of this Agreement by CONSULTANT, the Services provided under this Agreement by CONSULTANT or arising from any act or omission of CONSULTANT or of any employee or agent of CONSULTANT.

13. **INSURANCE**

CONSULTANT has delivered to CITY a certificate of insurance demonstrating that CONSULTANT has in effect liability and other insurance appropriate to provide protection from claims arising from the Project resulting from the acts or omission of CONSULTANT, its agents or employees and all subcontractors or suppliers as well as their agents or employees, for whom CONSULTANT may be liable. The certificate of insurance will demonstrate that CONTRACTOR has, at minimum, the following types of insurance coverage:

- a. **Workers' Compensation Insurance:** Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than \$1,000,000 for each: accident, disease, and employee. **No owner or officer may be excluded;** or, if any exclusions exist, **no excluded proprietor, partner, executive officer, member, or individual may perform any work pursuant to this agreement.**
- b. Liability insurance providing protection for claims arising from bodily injury, sickness or disease, death, damage to property, damage from business interruption, and motor vehicle accidents. CONTRACTOR shall maintain coverage in the minimum amount of two million dollars (\$2,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, **and must name the City as an additional insured.**

The insurance shall be provided by an insurance carrier with a rating of A- or better as rated by AM Best. The certificate(s) of insurance shall be attached to this Agreement as **Exhibit B** and incorporated by this reference,

14. **CONFIDENTIALITY**

- A. The parties (and their employees, agents and contractors) shall not disclose, except to each other, any proprietary information, professional secrets or other information, records, data and data elements (including, but not limited to, protected health information) collected and maintained in the course of carrying out the responsibilities under this Agreement, unless such party receives prior written authorization to do so from the other party or as required by law.
- B. Notwithstanding paragraph 14A, the CONSULTANT recognizes that documents provided to the CITY are subject to the Government Records Access and Management Act (GRAMA), Utah Code Ann. § 63G-2-101 et seq., and that records are presumed public unless appropriately classified as protected, private, or controlled. Any document for which protected or private status is sought should be so marked by the CONSULTANT to avoid unauthorized disclosure to the public.

- C. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The parties shall ensure that their respective employees, agents and contractors are aware of and shall comply with the aforementioned obligations.
- D. Either party that breaches the confidentiality agreement herein shall be liable to the non-breaching party for any damages that result from the breach of confidentiality (including, without limitation, reasonable attorneys' fees).

15. **DEFAULT**

In the event there is a default with respect to any of the provisions of this Agreement or its obligations under it, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-defaulting party may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the same within the time periods provided in this paragraph.

16. **GOVERNING LAW**

This Agreement shall be interpreted under and governed by the laws of the State of Utah.

17. **NOTICES**

All written notices to CONSULTANT shall be considered sufficiently given if mailed, delivered in person, or emailed to:

XXX

All invoices, written reports and written notices given to the CITY shall be considered sufficiently given if mailed, delivered in person, or transmitted by facsimile machine to:

DENNIS PAY
SOUTH SALT LAKE CITY
220 E. MORRIS AVE., SECOND FLOOR
SOUTH SALT LAKE CITY, UT 84115
Fax: (801) 483-6001

18. **ENTIRE AGREEMENT**

This Agreement cancels and supersedes all previous discussions, negotiations, understandings, representations, warranties and agreements, written or oral, relating to the

subject matter of this Agreement, and contains the entire understanding of the parties hereto.

19. **CONFLICTS WITH TERMS IN EXHIBITS**

To the extent there are any conflicts between the terms in this Agreement and the terms in **Exhibit A** or **Exhibit B**, the terms of this Agreement shall supersede those terms. All non-conflicting terms in those exhibits are incorporated by reference into this Agreement.

Sample Agreement

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates set forth below.

For CONSULTANT:

For CITY:

Dated: _____

Dated: _____

By: _____

By: _____

Title: _____

Cherie Wood, Mayor

Attest: _____

Ariel Andrus, City Recorder

Approved as to form:

City Attorney

Sample Agreement