

CITY OF BOX ELDER, SD

REQUEST FOR PROPOALS FOR

ENGINEERING SERVCIES



PROJECT: **DESIGN SERVICES FOR N ELLSWORTH
INTERSECTIONS & N ELLSWORTH ROAD
RECONSTRUCTION
PROJECT - 240035**

ENGINEER: **SCOTT LANGE, PE
BOX ELDER CITY ENGINEER
420 VILLA DRIVE
BOX ELDER, SD 57719**

RFP DUE DATE: **NOVEMBER 21, 2024**

RFP FOR ENGINEERING SERVICES
N ELLSWORTH INTERSECTIONS &
N ELLSWORTH ROAD RECONSTRUCTION

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GENERAL INFORMATION

1.0 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The City of Box Elder has determined the need to procure engineering services for the evaluation, planning, and design of the intersections at Liberty Blvd. & Ellsworth Road, Ellsworth Road & 225th, and the N. Ellsworth Road between stated intersections.

These intersections are the primary and secondary entrances to the Ellsworth Air Force Base for all installation personnel. The Ellsworth & 225th intersection is also used during specific hours of the day to support Douglas School District hours of operation. The current configuration for both intersections has led to traffic congestion and degraded the installation entrances' level of security. The N. Ellsworth Road design will mitigate current issues with residential flooding east of the road caused by runoff from city streets and the installation.

Proposal designs will consist of the intersections and road design for the two intersections and the road between them. The City has funding for design services (federal funds from OLDCC) and is working with agencies to secure funding for construction.

1.1 SCHEDULE OF ACTIVITIES

- | | |
|----------------------------------------------------------------------------------|--------------------------------------------------------------|
| • RFP Publication | November 2, 2024 |
| • <u>Consultant Proposals Due</u>
➤ <u>Submit no later than</u> | <u>November 21, 2024</u>
<u>4:00 PM MDT</u> |
| • Engineering Contract Award | December 3, 2024 |
| • 60% Design Completion | May 2025 |
| • Design | October 2024 through
October 2025 |
| • Plan Submittal to review agencies | November 2025 |
| • Bidding | TBD – Pending Funding |
| • Construction | TBD – Pending Funding |

1.2 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the City Clerk's Office by the date and time indicated in the Schedule of Activities. Proposals received after the deadline will be late and ineligible for consideration.

Proposal Delivery:

Email Delivery to: CityClerk@boxelder.us

All proposals must be signed by an officer of the responder, legally authorized to bind the responder to the proposal. Proposals that are not properly signed may be rejected.

Include the following information.

1. Formal name & applicable contact information
2. Name and contact information of person authorized to sign contract for the firm
3. Name and contact information of primary project manager

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the City of Box Elder or that otherwise may be deemed irresponsible or unreliable by the City of Box Elder.

1.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the offeror shall attach an explanation to their offer.

1.4 CERTIFICATION RELATING TO PROHIBITED ENTITY

For consultants, contractors, vendors, suppliers, or subcontractors who enter into a contract with the City of Box Elder by submitting a response to this solicitation or agreeing to contract with the City, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by SDCL 5-18A. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate

written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

Complete Certification of Prohibited Entity Status Form and **include with bid proposal** (see Appendix I).

1.5 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

1.6 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements.

Refer proposal questions to:

Scott Lange, City Engineer
605.923.1404 x 218
605.791.8122 -- Direct
scott.lange@boxelder.us

The City Engineer will respond to offeror's inquiries (if required) via e-mail. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.7 PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. An entire proposal may not be marked as proprietary. Offerors must clearly identify and mark in the proposal any specific proprietary information they are requesting to be protected. The proposal must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the City. All materials submitted become the property of the City of Box Elder and may be returned only at the City's option.

1.8 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota. The laws of South Dakota shall govern this transaction.

1.9 DISCUSSIONS WITH OFFERORS

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the City's request. The City reserves the right to interview and/or negotiate on any or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

The City of Box Elder will provide a professional services agreement to the consultant in addition to the following. Any contract or agreement resulting from this RFP will include the City's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties.

- 2.1** The Consultant will perform those services described in the Scope of Work, attached hereto as Section 3 of the RFP and by this reference incorporated herein.
- 2.2** The Consultant's services under this Agreement shall commence on award date of engineering agreement and end on construction contract award by City, unless sooner terminated pursuant to the terms hereof.
- 2.3** The Consultant will not use City equipment, supplies or facilities. The Consultant will provide the City with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
- 2.4** The City will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed, _____ . The City will not pay Consultant's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed voucher.
- 2.5** The Consultant agrees to indemnify and hold the City of Box Elder, its officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the City, its officers, agents or employees.
- 2.6** The Consultant, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:
 - A.** Commercial General Liability Insurance:

The Consultant shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.
 - B.** Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

The Consultant agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.

C. Business Automobile Liability Insurance:

The Consultant shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

D. Worker's Compensation Insurance:

The Consultant shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, Consultant shall furnish the City with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Consultant agrees to provide immediate notice to the City and provide a new certificate of insurance showing continuous coverage in the amounts required. Consultant shall furnish copies of insurance policies if requested by the City.

2.7 While performing services hereunder, the Consultant is an independent contractor and not an officer, agent, or employee of the City of Box Elder

2.8 Consultant agrees to report to the City any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Consultant or the City to liability. Consultant shall report any such event to the City immediately upon discovery.

Consultant's obligation under this section shall only be to report the occurrence of any event to the City and to make any other report provided for by their duties or applicable law. Consultant's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the City under this section shall not excuse or satisfy any obligation of Consultant to report any event to law enforcement or other entities under the requirements of any applicable law.

2.9 This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Consultant breaches any of the terms or conditions hereof, this Agreement may be terminated by the City at any time with or without notice. Pending the outcome of Article IV.E Dispute resolution

of the General Conditions of the Contracts, if termination for such a default is effected by the City, any payments due to Consultant at the time of termination may be adjusted to cover any additional costs to the City because of Consultant's default. Upon termination the City may take over the work and may award another party an agreement to complete the work under this Agreement. If after the City terminates for a default by Consultant it is determined that Consultant was not at fault, then Consultant shall be paid for eligible services rendered and expenses incurred up to the date of termination.

- 2.10** This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the City Council for this purpose. If for any reason the City Council fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the City. Termination for any of these reasons is not a default by the City nor does it give rise to a claim against the City. The Consultant shall be paid for services rendered until the point of project termination.
- 2.11** This Agreement may not be assigned without the express prior written consent of the City. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.
- 2.12** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Seventh Judicial Circuit, Pennington County, South Dakota.
- 2.13** The Consultant will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.14** The Consultant may not use subcontractors to perform the services described herein without the express prior written consent of the City. The Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the City, and to provide insurance coverage for the benefit of the City in a manner consistent with this Agreement. The Consultant will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- 2.15** Consultant hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system

programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the City by the Consultant in connection with its performance of services under this Agreement shall be considered an instrument of service and not as a "work made for hire" under the second definition thereof of 17 U.S.C. 101. The Consultant's Work will be original Work Product of the Consultant and does not infringe upon nor otherwise violate another's copyright, patent or proprietary interests. Upon full payment of all amounts due hereunder, the Consultant grants to the City a perpetual, irrevocable, world-wide, right and license to use and further sublicense the Work hereunder and will provide the City with copies of all Work. Reuse of the instruments of service on an extension or another project without the adaptation by Consultant will be at the City's risk.

- 2.16** The Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Consultant further agrees that it will immediately notify the City if during the term of this Agreement Consultant or its principals become subject to debarment, suspension, or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
- 2.17** Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to CITY ADMINISTRATOR on behalf of the City, and by _____, on behalf of the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.18** In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
- 2.19** All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

3.0 SCOPE OF WORK

The Consultant will provide engineering services including reports, plans, specifications, permits, and opinion of probable construction cost for the Project. The project includes:

- Intersection Evaluation
- Intersection & Road design
- Project permitting
- Preparation of plans and specifications
 - Intersections and road design to be prepared separately to allow for separate bidding
- Preparation of the bidding documents
- Opinion of probable cost

Work tasks in the scope should include but are not limited to:

3.1 Planning & Design

3.1.1 Reports:

- Intersection Evaluation Design Report, including evaluation of:
 - Project outline and basis of design.
 - Applicable design standards
 - Project alternatives
 - Potential permitting and environmental requirements.
 - Funding constraints
 - Project schedule
- Environmental Report(s), as needed.
 - This project will follow the Federal NEPA process.
- Geotechnical Report (Following NEPA approval)
 - Coordinate the selection of the geotechnical engineer.
 - Note: Box Elder will contract with the selected firm independently or amend the engineering agreement to include the geotechnical sub-consultant services. The option selected will be at the requirements of the funding agency.
- Storm Water Management Report.

3.1.2 Survey / Property:

- Conduct topographic survey.
- Identify utility conflicts and coordinate adjustments.

3.1.3 Preliminary Site Design:

- Provide review plans at 30, 60 and 90 percent completion.
- Provide review specifications at 90 percent completion.

3.1.4 Easements/Right of Way:

- Identify easement and/or right of way needs.
- Prepare exhibits for easement or right of way.

- City to coordinate easement or right of way acquisition.

3.1.5 Final Design - Provide final signed plans and specifications:

- 4 Hard copy 11x17 plan sets
 - 2 copies for the intersection designs
 - 2 copies for the road design
- 4 Hard copy project manual/specifications
 - 2 copies for the intersection designs
 - 2 copies for the road design
- PDF files of project plans and specifications
 - 1 document for each intersection design
 - 1 document for the road design
- CAD files for City records

3.1.6 Permitting:

- Identify and coordinate acquisition of required project permits.
- Complete and submit permits applications.
 - City to provide permit fees.
- Submit plans to applicable review agencies for review and approval.
 - i.e. – South Dakota Department of Agriculture & Natural Resources.

3.1.7 Opinion of Probable Cost:

- Provide an opinion of probable cost with bid items for unit price bid.
- Include opinion of costs with each plan submittal.

3.1.8 Meetings and Reviews:

- Kick off meeting.
- Progress review meetings at the 30%, 60%, and 90% design levels.
- Council meetings, as necessary.
- Utility coordination meetings.
- Landowner meetings, as necessary.

3.2 Schedule and attend meetings with public officials from various government agencies, interested stakeholders and others as determined necessary. It is likely that the Project team members will include:

1. Consultant
2. Box Elder City staff
3. Ellsworth Air Force Base staff

3.3 Schedule

3.3.1 To facilitate funding application for construction, sixty percent resign plans need estimate of construction costs and must be received by May 2025.

3.3.2 Final Deliverables are due in October 2025.

3.4 OLDCC Statement

3.4.1 Consultant must include the following statement on the title page of the Transportation Study:

- “This study was prepared under contract with the City of Box Elder, South Dakota with financial support from the Office of Local Defense community Cooperation, Department of Defense. The content reflects the views of the City of Box Elder, South Dakota and does not necessarily reflect the views of the Office of Local Defense Community Cooperation.”

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1** The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the City of Box Elder is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may have an adverse impact on the evaluation of the proposal.
- 4.2 Offeror's Contacts:** Offerors and their agents (including subconsultants, employees, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the individual identified in section 1.7.
- 4.3** The offeror may be required to submit a copy of their most recent audited financial statements upon the City's request.
- 4.4** Provide the following information related to at least three previous and current service/contracts, performed by the offeror's organization, which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired, or not renewed in the past three years.
 - a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted; and
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific services performed and requirements thereof; and
 - d. The construction cost of the reference projects.

5.0 PROPOSAL RESPONSE FORMAT

5.1 Submittal Requirements:

5.1.1 For emailed proposals, provide them in PDF format.

5.2 All proposals should be in a letter format with the following information:

5.2.1 Proposal (Maximum 5 Pages)

5.2.1.1 Project Understanding

5.2.1.2 Offeror's qualifications specific to this project

5.2.1.3 Detailed scope of work and deliverables (See Section 3.0)

5.2.1.4 Proposed project schedule

5.2.1.5 Fee summary

5.2.1.6 Offeror's qualifications including project team & experience
(See section 4.4 – Two additional pages allowed)

5.2.1.7 Completed Appendix I - Certification of Prohibited Entity form
(Form attached to RFP. Exempt from page limits)

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

City staff will evaluate the proposals. This is a qualification-based selection. Box Elder will review the proposal for the best value for the City. Cost will be a factor in evaluation, but selection is predominantly based on qualifications and best value. Criteria for evaluation include:

1. Consultant qualifications for and understanding of the project. (50%)
2. Completeness of proposal and team availability to meet the schedule. (40%)
3. Fee (10%)

6.1 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

6.2 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subconsultant, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

6.3 The City reserves the right to negotiate an agreement with the firm best qualified for the project. Also, the City reserves the right to reject any or all proposals, or to waive any irregularity in the proposal if it is deemed to be in the best interest of the City. Failure to submit all the requested information could be grounds to reject the proposal.

6.4 The City reserves the right to hold interviews with the top two or three firms selected from the evaluation process.

6.5 Award: The City and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.

6.5.1 If the City and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the City, the City shall, either orally or in writing, terminate negotiations with the consultant. The City may then negotiate with the next highest ranked consultant.

6.5.2 The negotiation process may continue through successive offerors, according to City ranking, until an agreement is reached, or the agency terminates the contracting process.

6.5.3 All Consultant costs related to the preparation of the RFP, interview, or other related activities are the sole responsibility of the Offeror. The City will provide no reimbursement for costs incurred by the Offeror.

END OF RFP

APPENDIX I
CERTIFICATION OF PROHIBITED ENTITY STATUS
SDCL 5-18A-51

Request for Proposal

Solicitation for Bid

Other Procurement

SDCL 5-18A-1(19A) defines “Prohibited Entity” as follows:

“[A]n organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled by:

- (a) A foreign parent entity from the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela; or
- (b) The government of the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

A prohibited entity does not include a citizen or legal permanent resident of the United States, or an individual foreign national.”

The undersigned hereby certifies the following:

1. I am an authorized representative and agent of _____ (“Bidder”);

2. Initial one:

___ Bidder is not a Prohibited Entity as defined by SDCL 5-18A-1(19A); or

___ Bidder is a Prohibited Entity pursuant to SDCL 5-18A-1(19A) but grounds for waiver exist pursuant to SDCL 5-18A-52. If marking this option, provide the basis for the requested grounds for waiver.

3. I understand that a Bidder who becomes a Prohibited Entity, as defined above, at any time after making this certification that it is not a Prohibited Entity, Bidder must provide written notice to the City, who may terminate the contract.

4. I understand that the City of Box Elder has the right to terminate a contract with any contractor who submits a false certification, and that any bidder who submits a false certification may be subject to suspension or debarment under SDCL 5-18D-12.

Dated this _____ day of _____, 20____.

(Contractor Business Name)

By: _____
Printed name: _____
Title: _____

Appendix II – Project Area Map



Apr 24, 2025 - 11:28am - K:\Projects\City\9D30d96c12304_10404_EllsworthRdImp\CA\Docs\plans\Submittal\2304_00404_Construction\Layers.dwg (9/5/11)

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