



# **REQUEST FOR QUALIFICATIONS**

**FOR THE**

**ON-CALL EMERGENCY CONTRACTOR  
(CITY DAMS)  
0835-2018-01.01S**

**CITY OF SIDNEY  
STREET DEPARTMENT**

ISSUE DATE: 8/24/2018

CLOSING DATE AND TIME: OCTOBER 5, 2018 AT 10:00 A.M.

**CONTACT:**

Hank Radtke  
STREET SUPERINTENDENT  
Telephone: (308) 254-6377  
**CITY OF SIDNEY – REQUEST FOR QUALIFICATIONS**

**ON-CALL EMERGENCY CONTRACTOR (CITY DAMS)**  
FOR THE  
CITY OF SIDNEY STREET DEPARTMENT

**INTRODUCTION**

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The intent of this Request for Qualifications is to solicit written proposals from a qualified person, or entity, hereafter referred to as “Contractor,” to provide the City of Sidney, Nebraska with services related to the On-Call Emergency Contractor required for the City’s Dams.

To be eligible for consideration, the Contractor must be capable of supplying the services as noted herein, and must also meet all other criteria outlined in this proposal.

**1. INQUIRIES AND CORRECTIONS**

All inquiries relating to this request shall be addressed to:

Hank Radtke  
Street Superintendent  
City of Sidney, Nebraska  
P.O. Box 79  
1115 13<sup>th</sup> Avenue  
Sidney, Nebraska 69162  
(308) 254-6377

If a proposing Contractor, prior to submitting a proposal, finds discrepancies in, or omissions from the Request for Qualifications (RFQ), or should require additional clarification of any part thereof, a written request for interpretation may be submitted. Any interpretation of, or change made to the RFQ will be made by written addendum to each proposing contractor, and shall become part of the request for any contract awarded. All inquiries shall be made in writing and all responses will be provided in writing, with copies being sent to all proposing contractors. To be given consideration, inquiries must be received at least five (5) calendar days prior to the date established for the opening of the proposal. It shall be the responsibility of each proposing contractor to verify that every addendum has been received prior to submitting proposals.

**2. SUBMITTAL DATE, LOCATION AND OPENING**

The City Clerk of the City of Sidney, 1115 13th Avenue, P.O. BOX 79, Sidney, Nebraska 69162, must receive all proposals at her desk, prior to 10:00 a.m., 10/5/2018. Proposals must be submitted in an opaque sealed envelope plainly marked “Request for Qualifications, On-Call Emergency Contractor for the City’s Dams.” These proposals will be evaluated utilizing the evaluation criteria herein.

### 3. LATE AND ELECTRONIC PROPOSALS

Late proposals will not be accepted under any circumstances, and any proposal so received shall be returned to the proposing contractor unopened. In addition, proposals sent by electronic devices, email, or fax are not acceptable and will be rejected upon receipt. Proposing contractors will be expected to allow adequate time for the delivery of proposals. Sole responsibility rests with the proposing contractor to see that their proposal is received on time.

### 4. CONDITIONS OF PROPOSAL SUBMITTAL

Proposing contractors shall comply with at least all conditions, requirements, and specifications contained herein, with any insufficiency constituting sufficient cause for rejection of the proposal.

A duly authorized official with the authority to bind the proposing contractor submitting the proposal must sign the official proposal.

No proposal will be accepted from any contractor that is in arrears for any obligation to the City of Sidney or that otherwise may be deemed irresponsible or unresponsive by the City of Sidney.

All prices quoted must be firm for a period of sixty (60) days following the opening of the proposal.

The City of Sidney reserves the right to reject any and all proposals or any part thereof. The right is reserved to waive any formalities or informalities contained in any proposal, and to award the proposal to the most responsive and responsible proposing contractor as deemed in the best interest of the City of Sidney.

The City of Sidney will not return proposals or other information supplied to them by any proposing contractor.

### 5. EVALUATION OF PROPOSALS

Proposals shall be evaluated on the basis of the following criteria:

- A. Responsiveness to the needs of the City of Sidney, both in cost and service.
- B. Responsibility of the proposing contractor and its experience in dealing with municipal governments, including the City of Sidney, on proposals of similar scope and nature.
- C. The degree to which the proposal meets or exceeds the terms of this Request for Qualifications.

### 6. SELECTION PROCESS

#### A. Review of Written Proposals

There will be a review of all proposals received to determine those contractors who are fully qualified, responsible, and suitable to provide the services set forth by this Request for Qualifications.

#### B. Evaluation and Ranking

Using all of the information developed during the proposal review, the City shall rank contractors according to the evaluation criteria given above. The City of Sidney shall then select the contractor deemed most meritorious based on the criteria listed above.

## 7. SITE INSPECTON

Contractors interested in submitting proposals are encouraged to visit the City dams prior to submittal of the proposal to become familiar with the project potential scope and existing construction. Site inspections can be arranged by contacting Hank Radtke, for an appointment.

## 8. PROPOSAL ELEMENTS AND FORMAT

Proposals submitted shall contain all information as requested herein and any additional information necessary to summarize the overall benefit of the proposal to the City of Sidney. The contractor is required to return the BID PROPOSAL in the official sealed proposal. Any proposal submitted without the BID PROPOSAL will not be accepted. All additional information shall be included on separate sheets.

## 9. BID SECURITY

Each proposal must be accompanied by a bid security in the form of a certified check, cashier's check, or bid bond in an amount of ten thousand dollars (\$10,000). Any proposal submitted without the BID SECURITY will not be accepted.

## 10. SCOPE OF SERVICES/PROPOSAL REQUIREMENTS

The overall intent of this RFQ is to select a qualified contractor to become the City of Sidney's On-Call Emergency Contractor for any situation that may arise regarding the City's earthen dams.

*Earth dams.* An earth dam is composed of suitable soils obtained from borrow areas or required excavation and compacted in layers by mechanical means. Following preparation of a foundation, earth from borrow areas and from required excavations is transported to the site, dumped, and spread in layers of required depth. The soil layers are then compacted by tamping rollers, sheepsfoot rollers, heavy pneumatictired rollers, vibratory rollers, tractors, or earth-hauling equipment (Army Corp of Engineers).

- Statement of Qualifications – should include years in the business, history of similar work, number of staff members, and assurance of the ability to respond within 2 to 3 hours of being called.
- Reference letters from past employers.
- List of equipment on hand to use for repairs.
- List of hourly fees that would be valid for 3 years for the possible activities that may arise.

Contractor shall guaranty that all materials and workmanship incorporated into any project that may arise will be of new quality and free from defects. Any material or workmanship found to be defective or out of standard specifications for earthen dams will be repaired or replaced, at the sole cost of the contractor, for a period of one (1) year from date of acceptance of a project.

## 11. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, will be set forth in the Agreement.

## 12. CONTRACT NEGOTIATIONS

The City of Sidney reserves the right to negotiate any and all items in the formal Agreement as it may relate to the Scope of Services, etc....



**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

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BIDDER *(Name and Address):*

SURETY *(Name and Address of Principal Place of Business):*

OWNER *(Name and Address):*

**BID**

Bid Due Date:

Description *(Project Name and Include Location):*

**BOND**

Bond Number:

Date *(Not earlier than Bid due date):*

Penal sum: \_\_\_\_\_ \$ \_\_\_\_\_

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder then penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - a. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - b. All Bids are rejected by Owner, or
  - c. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at the respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirement. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.