



Request for Qualifications: On-Call Construction Materials Testing Services

The City of Parkville, Missouri ("City") is pleased to issue this Request for Qualifications ("RFQ") for On-Call Construction Materials Testing Services.

1. INTRODUCTION

The City of Parkville is a fourth-class city located in the southern portion of Platte County, Missouri along the Missouri River. The population of Parkville was 5,554 at the 2010 census. Parkville is home to Park University, Parkville Commons, English Landing Park, the National Golf Club, Riss Lake, and the historic downtown Main Street area.

The City of Parkville is requesting proposals for On-Call Construction Materials Testing Services for various projects. It is anticipated that two or three companies will be chosen to assist the City of Parkville with the construction materials testing services. The duration of the contract will be two years with the option to extend the contract an additional year.

Proposals clearly labeled "**Proposal for Construction Materials Testing Services**" will be received until Monday, March 2, 2015 at Parkville City Hall no later than 5:00 PM Central Time. Proposal instructions and service specifications are below.

2. SCOPE OF SERVICES

The City of Parkville has several upcoming projects that will require construction materials testing. These services may include, but not limited to, soil, subgrade, concrete and asphalt testing services in accordance with the latest version of the Kansas City Metro Chapter of the American Public Works Association (APWA) construction materials testing standards and the City's adopted regulations and policies. The City anticipates entering into master agreements with two to three companies and executing individual work authorizations for specific scopes of work on a case-by-case basis.

3. PROPOSAL AND EVALUATION CRITERIA

A. Instructions to Applicants:

1. The response to this RFQ should be delivered as follows: Three (3) hard copies plus one (1) electronic PDF file version (on a CD or flash drive) shall be submitted to the address below in a sealed package clearly marked to the attention of Alysen Abel and must be received at the address below by 5:00 PM Central Time on March 2, 2015.

Alysen Abel, P.E.
Public Works Director
City of Parkville
8880 Clark Ave.
Parkville, MO 64152
(816) 741-7676

2. Any proposals received after the specified date and time will be rejected and returned unopened. Proposals may not be modified or withdrawn after the submittal deadline. However, a respondent may withdraw one's proposal from the selection process at any time prior to the submittal deadline. The City reserves the right to extend the time for submittals.
3. Additional promotional materials/brochures may be included in addition to the proposal but may not substitute for any of the content requirements of the proposal itself. This additional material need not be submitted in an electronic format.
4. The City reserves the right to request a change in any proposed sub-consultants, if applicable.
5. The City reserves the right to waive any irregularities and/or reject any and all submittals. The City is under no obligation to award a contract to any firm submitting a proposal.
6. The City shall not be responsible for any costs incurred in the preparation, submittal, and presentation of proposals.
7. All materials submitted shall become the property of the City and shall be subject to the laws and regulations relating to the disclosure of public information. No guarantee of privacy or confidentiality is offered or implied.

B. Proposal Requirements and Evaluation Criteria

The following are the contents that all proposals must include. All the listed criteria should be addressed completely and should follow, as closely as possible, the order and format in which it is listed below. These categories and criteria will be major considerations in the evaluation and determination of the most qualified and capable firm(s). Note: The sequence of the listing is not intended to reflect relative weight of each category.

1. Cover Letter:

The cover letter should briefly state the understanding of the work to be performed, and a statement as to why the company believes it is best qualified to perform the services. The cover letter should also include the name(s) of the person(s) authorized to represent the proposer, title, address, and telephone number.

2. Related Experience and References:

Proposal shall include the name, address and telephone number of three to five clients for whom services similar to those described in this Request for Qualifications have been performed. Proposal shall also include a brief description of the past services provided for each reference. Municipal or other government client references are preferred.

3. Project Team:

Proposal shall include resumes for all the key project team members including educational background/training, years of experience, certifications, related experience and detailed descriptions of roles played on past projects.

4. Fee:

Proposal shall also provide a fee schedule for each labor category proposed for the performance of the work. Proposal should clearly state basis for the proposed fee (hourly, lump sum, by task, other) and the method for billing additional services beyond the initial scope of service. The fee proposal shall itemize the methodology for billing reimbursable

expenses such as travel, production of documents, purchase of data, etc. The City reserves the right to negotiate a final fee and scope of work as part of contract negotiations following the selection process.

5. Understanding and Approach to the Work:

Proposal shall describe the approach to the scope of work described in this RFQ, including timeliness of submitting testing reports. This criterion will be evaluated based on the proposer's understanding of the City's objectives and ability to demonstrate a process that efficiently and effectively achieves the desired outcomes.

6. Disclosure

Proposal will disclose any professional or personal financial interest which could be a possible conflict of interest in contracting with the City, including a list of any clients currently under contract in the City of Parkville. Proposal shall further disclose all current and unresolved litigations, arbitrations, or mediations of the company.

7. Compliance with Professional Services Agreement

The City's standard Professional Services Agreement is included as Attachment A to this Request for Proposals. Proposer shall thoroughly review the agreement and state an ability to comply with its terms and/or state any terms for which it will request re-negotiation.

4. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held in the Public Works Conference Room at City Hall on Wednesday, February 25, 2015 at 10:00 AM Central Time.

5. PROPOSED PROCESS AND TIMELINE (SUBJECT TO CHANGE)

February 18, 2015	RFQ issued and posted on the City of Parkville website
February 25, 2015	Pre-Proposal Conference at Parkville City Hall at 10:00 AM Central Time
March 2, 2015	Receipt of proposals due by 5:00 PM Central Time
March 3, 2015	A selection committee comprised of city officials will evaluate the proposals and select a preferred company to begin contract negotiations. If multiple companies have exceptional Proposals, the selection committee will select a short-listed group of finalists for interviews, if necessary.
March 4, 2015	Preferred company or companies are notified of selection and contract negotiations
March 9, 2015	Finance Committee takes action on recommended contract(s)
March 17, 2015	Board of Aldermen takes action on recommended contract(s)
March 18, 2015	Notice to Proceed

By submitting a proposal in response to this RFQ, the respondent expresses its intent to comply with the established timeline listed above. In addition, the respondent accepts the evaluation process and methodology, as well as acknowledges and accepts that the determination of "the most qualified and capable" firm(s) will require subjective judgments by the selection committee and the City. Thank you in advance for your interest in the City of Parkville.

6. ATTACHMENT

Attachment A: Professional Services Agreement

Attachment A: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this _____, 2015 by and between the CITY OF PARKVILLE, MISSOURI (“City”) and _____ (“Service Provider”).

WHEREAS, the City periodically requires construction and materials testing services and assistance, and such services arise on an irregular basis; and

WHEREAS, the City has budgeted funds to contract for on-call construction and materials testing services as necessary to meet the City’s periodic needs; and

WHEREAS, Service Provider has the necessary staff and qualifications to provide such on-call construction and materials testing services to the City; and

WHEREAS, Service Provider was chosen through a qualifications-based selection process and has demonstrated the necessary expertise, experience, and personnel to complete the Project.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties mutually agree as follows:

I. SCOPE OF SERVICES

- A. The term “Services” when used in this Agreement shall mean any and all on-call construction and materials testing services and assistance provided by the Service Provider in accordance with this Agreement.
- B. Service Provider agrees to perform and complete the following Services:
 - i. When notified by the Public Works Director and/or City Administrator, or their designees, either verbally or in writing, meet with City staff to discuss testing service needs and work tasks that arise. Meetings will occur via telephone or in person at a location of mutual convenience such as Parkville City Hall. If requested by City staff, briefly investigate situations or problems and advise City on a recommended course of action to resolve.
 - ii. If a definable scope and work product can be identified and described in writing, Service Provider will prepare a Work Authorization Form (WA Form) using the template labeled as Exhibit A, attached hereto and incorporated by reference, which shall contain a written list of work tasks and an estimated number of hours and other expenses to complete the Services.

- iii. Once approved by City in writing, Service Provider will complete the services set forth in the WA Form. Unless amended in writing by City, Service Provider's estimate of hours and price shall not be exceeded.
 - iv. City and Service Provider understand that the intent of this Contract is for Service Provider to provide the majority of services under an executed WA Form.
 - v. The City reserves the right to direct revision of the Services at the City's discretion. Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services. If conditions arise which constitute a change in scope to a WA Form, Service Provider will bring this situation to the attention of City staff as soon as possible, and if mutually acceptable the scope of work and the WA Form will be revised. Service Provider is not eligible for compensation for changes in scope unless approved in writing through a revision to the WA Form.
- C. Service Provider shall provide Additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.

II. STANDARD OF CARE

- A. Service Provider shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.
- B. Service Provider represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
 - a. Services will be billed at the rate included in the Exhibit B.
 - b. Unless, expressly approved, Service Provider is not entitled to reimbursement for miscellaneous expenses including but not limited to travel, transportation, postage, without prior written approval from the City.

- c. Service Provider is not entitled to hourly compensation for work that is not associated with the direct provision of Services, such as overhead tasks including preparing WA Forms and submitting invoices.
 - d. Hourly service rate shall be in 15-minute increments.
 - B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the hours spent on Services with descriptions of the work performed in the previous month immediately prior. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.
 - C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- B. Services shall be completed within the schedule documented in each WA Form.
- C. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- D. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

V. LIABILITY AND INDEMNIFICATION

- A. Service Provider shall indemnify, defend and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Service Providers' negligence, error, omission,

recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Service Provider's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials Service Provider creates or supplies to the City, except to the extent that such claims arise from materials created or supplied by the City.

- B. Service Provider's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Service Provider whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

VI. INSURANCE

- A. The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Service Provider shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law. The City will only accept coverage from an insurance carrier that offers proof that it :
 - a. Is licensed to do business in the State of Missouri;
 - b. Carries a Best's policy holder rating of A or better; and
 - c. Carries at least a Class X financial rating.
- B. Service Provider shall furnish the City with a Certificate of Insurance on a standard ACORD form, indicating types of insurance, policy numbers, dates of commencement and expiration of policies and carriers. Service Provider shall cause the City to be included as an Additional Insured, and shall require its insurer to provide the City with at least 30 days advance notice of cancellation. Service Provider shall deliver to the City a copy of an Additional Insured Endorsement, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) and a Notice of Cancellation Endorsement, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms. A copy of the Notice of Cancellation Endorsement and Additional Insured Endorsement must be furnished to the City prior to commencement of any services on City property.

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Service Provider's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Service Provider.

- B. While upon City premises, the Service Provider's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

VIII. OWNERSHIP OF WORK PRODUCT

Service Provider agrees that any documents, materials and work products produced in whole or in part through it under this Agreement, any intellectual property rights of Service Provider therein (collectively the "Works") are intended to be owned by the City. Accordingly, Service Provider hereby assigns to the City all of its right title and interest in and to such Works.

IX. RELATIONSHIP OF THE PARTIES

- A. Service Provider represents that it has, or will secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the Services required hereunder will be performed by the Service Provider or under Service Provider's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

X. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Service Provider shall be sent to:

City of Parkville
Attn: City Administrator
8880 Clark Ave.
Parkville, MO 64152

- C. Notices sent by the City shall be sent to:

Vendor Contact Information

XI. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.

- B. The term of this Agreement shall be until all Services are satisfactorily completed and accepted by the City.
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.
- D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
 - i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each

subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees are lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.
- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.
- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITY OF PARKVILLE, MISSOURI

By: _____

Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

Selected Vendor

By: _____

Name of Vendor Principal
Principal

EXHIBIT A – Work Authorization

**City of Parkville
Department of Public Works**

Preparation date:

Project/Work Description/Purpose:

Primary Tasks: (List task and hours):

Total: _____

Estimated Consultant Fee: _____ hrs. @ \$ _____ /hr. **Budget:**
Budget / CIP: _____

Schedule:
Estimated Completion Date: _____
Project Deadlines: _____

Authorization:
City Administrator: _____ Date: _____