**CITY OF OVERLAND PARK, KANSAS**

**REQUEST FOR QUALIFICATIONS**

**MATERIAL TESTING SERVICES**

**FOR THE FOLLOWING PROJECT:**

**PROJECT NAME (PROJECT NUMBER)**

**QuestCDN Project Number: \_\_\_\_\_\_\_\_\_\_**

**Project Password: \_\_\_\_\_\_\_\_\_\_\_**

The City of Overland Park, Kansas (sometimes referred to herein as “City”) is seeking a qualified firm to provide construction material testing services for the project listed above.

This request for qualifications includes general testing requirements and approximate quantities of the various procedures anticipated to be required for the project for information only. The selection will be based on the qualifications of the firm to provide the services requested. Final pricing will be negotiated after the selection is made by City staff.

Proposals should not exceed *number of pages* (#) pages, excluding resumes and cover letter. The Proposal should include Project Understanding and Approach, Relevant Project Experience (including Federal/KDOT), Proposed Project Team (KDOT certifications), Staff Availability and Response Time, Reporting Methods, and Exceptions to the provided sample agreement, if any.

Proposals must be received by QuestCDN.com on or before ***TIME on DATE***. Any proposal received after the designated closing time will not be accepted.

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The RFQ Package is available through QuestCDN.com and is free to download. Those interested in being considered for providing these services can electronically upload a proposal, in PDF format, for a non-refundable fee of $10.00 through QuestCDN.com. To access this project, enter the project number listed above on the Requests Search Page on QuestCDN.

For assistance with QuestCDN membership registration, downloading, electronic bidding and working with digital documents, please contact QuestCDN at 1-952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com). For questions regarding the RFQ Package or for project information, please contact *Project Manager Name, Project Manager Title*, at [*Project*](mailto:becky.bonebrake@opkansas.org) *Manager Email* or (*913) Project Manager Phone Number*.

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**PART I**

A. DESCRIPTION OF PROJECTS

The City of Overland Park, Kansas, (the “City”) is seeking proposals from a qualified consulting firm or firms to provide material testing services associated with the following upcoming Public Works project:

**PROJECT NAME (PROJECT NUMBER)**

(hereinafter may be referred to herein as the “Project” and/or “Projects”).

This project will *description of work.*

Construction is anticipated to begin in *MONTH YEAR*

Anticipated completion will be in *MONTH YEAR*

B. PROPOSAL REQUIREMENTS:

The proposal shall be limited to a maximum of *number of pages (#)*pages, excluding resumes and cover letter. A selection committee will evaluate the responses based on the criteria listed below. Interviews may be conducted if the selection committee determines it is necessary.

1. Project Understanding and Approach

2. Relevant Project Experience (including Federal/KDOT)

3. Proposed Project Team (KDOT certifications)

4. Staff Availability and Response Time

5. Reporting Methods

The successful respondent will be required to enter into a contract for the services contained herein with the City. A sample agreement is attached to this RFQ. Respondent must submit any exceptions to the sample agreement as part of the Proposal in the form of redlines or a proposed addendum. Exceptions will be reviewed by the City’s Law Department before a consulting firm is selected. The decision whether to grant or deny an exception is within the City’s sole discretion. Exceptions not included in the Proposal will be denied.

Proposals must be received on or before ***TIME on DATE*.** At that time, all proposals will be opened.  Any proposal received after the designated closing time will not be accepted.

The following conditions shall apply:

1. All personnel that work on this job need to be KDOT L.P.A. certified. Testing shall be performed according to KDOT standards as outlined in Part V of the Construction Manual. The following documentation should be submitted with the proposal:

* Qualifications of the project engineer.
* Firms experience working on projects under KDOT administration.
* Number of personnel that are KDOT certified and their experience and qualifications.

1. The proposal shall indicate that the testing personnel will be available for field-testing with four (4) hours notice.
2. All sample acquisition and testing shall be conducted with staff personnel employed by the testing laboratory. No subcontracting of work shall be permitted without written approval of the City.
3. Additional types of tests may be required with the cost to be negotiated at that time.

5. The material testing firm shall be responsible for all field sampling and delivery to the laboratory for testing as required.

6. All construction materials testing requirements and methods shall be in conformance with the City of Overland Park Sampling and Testing Frequency Chart.

7. The testing laboratory shall be responsible for filling asphaltic concrete core holes with non-shrinking grout as directed by the Project Engineer or his authorized representative if no further asphalt operations are planned.

1. Test reporting requirements are as follows:

a. Results of asphaltic concrete samples shall be provided to the Project Engineer or his authorized representative within 24 hours.

b. In place density results of tests shall be provided to the Project Engineer or his authorized representative verbally at the time that the assigned tests are completed in the field or more often as directed.

9. Written test results shall be provided within two (2) weeks of the test completion.

10. Summary sheets shall be submitted with invoices indicating date of services, tests performed, date test reported, and test report number.

1. Test report numbers on individual test reports shall correspond to those on the summary sheets. In addition to standard information such as test type and location, each test report shall clearly indicate the applicable project number and name as shown on the proposal. Locations shall be indicated as project Station and offset from baseline, and the report shall clearly show the type of construction being tested.
2. The following information shall be included on concrete cylinder compression test reports: concrete supplier, concrete mix number, slump range, unit weight range, air range, and design compressive strength.

a. In addition to the concrete cylinder compression test report, results shall be provided to the City on a shared spreadsheet for each project. A running average consistent with ACI 318-11 Section 5.6.3.3 shall be updated with each test. Control charts shall also be provided and updated with each test. A sample of the spreadsheet and control charts shall be provided with the proposal.

b. The City shall be notified by email whenever the tests results do not meet specifications.

13. Engineering review, transportation mileage, clerical and administrative costs including report preparation, facsimile or e-mail copies, and billing shall be subsidiary to the proposal.

14. The City will test in accordance with a Sampling and Testing Frequency Chart included in the proposal package.

15. The successful respondent will be required to enter into a contract for the services contained herein with the City. A sample Agreement is attached to this RFQ as Exhibit A. A sample Proposal with estimated quantities are shown in Exhibit B.

**PART II**

**INSTRUCTIONS TO RESPONDENTS**

1. SELECTION PROCESS. All proposals which meet the minimum threshold criteria established herein will be evaluated and rated by a team comprised of City Staff. Each of the criteria listed in Part 1, B will be given equal weight during the evaluation.

The City Staff review committee reserves the right to interview any responding parties or to interview and confer with any responding parties to obtain more detailed information regarding the proposal submitted.

2.0 RESPONDENT COST TO DEVELOP PROPOSAL: All costs for preparing and submitting proposals in response to this RFQ are to be the responsibility of the respondent and will not be chargeable in any manner to the City.

3.0 INSTRUCTIONS FOR RESPONDING TO THIS RFQ: Proposals submitted in response to this RFQ shall be provided in PDF format and submitted through QuestCDN.com. Proposals shall include the following:

**- Information required in PART I, B. PROPOSAL REQUIREMENTS**

4.0 CONFLICT OF INTEREST: The successful respondent shall not have conflicts of interest as to revenues derived from the results of tests or recommendations made on behalf of the firm.

5.0 ADDITIONAL LIMITATIONS, TERMS, AND CONDITIONS:

City is not obligated to pay, nor shall in fact pay, any costs or losses incurred or associated with this RFQ to respondent.

City reserves the right, in its sole discretion, to reject at any time any or all proposals, to withdraw the RFQ, and to negotiate with one or more respondents, including the ability to make counter-proposals.

All determinations as to the completeness or compliance of any proposals or as to the eligibility of any respondent will be within the sole discretion of the City.

**PART III**

**GENERAL CONDITIONS GOVERNING RESPONSES**

1. SCOPE: The following terms and conditions, unless otherwise modified by the City within this document, shall govern the submission of proposals and subsequent contracts. The City reserves the right to reject any proposal that takes exception to these conditions.

2. DEFINITIONS AS USED HEREIN:

a. The term "request for proposal" or “RFQ” means a solicitation of a formal proposal.

b. The term "respondent" means the person, firm, corporation, or “contractor” or “service provider” or “seller” who submits a formal proposal and who may enter into an agreement with the City to perform such services.

c. The term "City" means City of Overland Park, KS.

3. COMPLETING PROPOSAL: All information must be legible. Required information must be provided in PDF format. The contents of the proposal submitted by the successful respondent of this RFQ will become a part of any contract award as a result of this solicitation.

4. REQUEST FOR INFORMATION: Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted via email to the staff member responsible for the Project, referencing this RFQ number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum via QuestCDN.com and addressed to all prospective respondents who have downloaded the RFQ. Verbal responses and/or representations shall not be binding on the City.

5. CONFIDENTIALITY OF PROPOSAL INFORMATION: Each proposal must be submitted to the City as stated herein. Confidentiality of proposal information and supporting documents are subject to the Kansas Open Records Act.

6. SUBMISSION OF PROPOSAL: Proposals are to be submitted to the City via QuestCDN.com prior to the date and time indicated on the Notice to Consulting Firms.

7. ADDENDA: All changes, additions, modifications and/or clarifications in connection with this proposal will be issued by the staff member responsible for the Project in the form of a Written Addendum and will be sent to all prospective respondents via QuestCDN who have downloaded a copy of this RFQ. Verbal responses and/or representations shall not be binding on the City. **All Addendums issued by the City shall be included with the RFQ submission.**

8. LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS: Proposals received after the date and time indicated on the cover sheet shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.

9. NEGOTIATION: The City reserves the right to negotiate any and all elements of this proposal.

10. TAX EXEMPT: The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Kansas.

11. SAFETY: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

12. RIGHTS RESERVED: The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.

13. RESPONDENT PROHIBITED: Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.

14. DISCLAIMER OF LIABILITY: The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.

15. By submitting a response to this RFQ, the submitting party hereby agrees to the terms and conditions set forth in the sample agreement below.

City reserves the right to require any additional terms as may be required by law.