



Johnson County Commission

Troy A. Matthews
Presiding Commissioner

John L. Marr
Commissioner, Eastern District

Charles Kavanaugh
Commissioner, Western District

Diane Thompson
County Clerk

Johnson County Courthouse, 300 N Holden, Warrensburg, MO 64093
(660) 747-6161 - Fax 747-9332
www.jococourthouse.com

REQUEST FOR QUALIFICATIONS Building Assessment, Maintenance Plans and On-Call Engineering Services Johnson County, Missouri

DATE OF ISSUANCE OF RFQ	January 5, 2023
QUESTIONS AND CLARIFICATIONS DEADLINE	1:30 p.m. (CST) on Thursday, January 26, 2023
RFQ SUBMISSION DEADLINE DATE and TIME	1:30 p.m. (CST) on Thursday, February 9, 2023
RFQ TITLE	REQUEST FOR QUALIFICATIONS Building Assessment, Maintenance Plans and On-Call Engineering Services for Johnson County, Missouri
COUNTY CONTACT PERSON	Jennifer Powers, Chief Deputy Clerk
COUNTY CONTACT INFORMATION	(660) 747-6161 jpowers@jococourthouse.com

1. **NOTICE IS HEREBY GIVEN** that Johnson County, Missouri is issuing a Request for Qualifications from professional engineering firms [qualified firm] to perform the following activities on buildings owned by the County, on a priority basis. It is anticipated that an agreement for professional services will be negotiated and executed between the County and one or more qualified firms determined to best serve the needs of the County. The County may select one or more qualified firms to provide:
 - a. building assessments and written reports of the findings
 - b. maintenance plans and procedures
 - c. packaging like-work across multiple buildings
 - d. relevant procurement documents and procedures to secure experienced contractors
 - e. commissioning oversight activities during and after contractor work
 - f. on-call engineering services, as needed

2. OBJECTIVE AND PURPOSE

The objective of this Request for Qualifications is to solicit interest and credentials (a Statement of Qualifications) from qualified firms to provide timely, cost-effective, and professional services for the County. The intent is to solicit professional engineering firms to inventory, identify, assess, and forecast the cost and repair and replacement schedule of the major components of facilities owned and operated by Johnson County. The selected qualified firm or firms shall provide services on an as-needed basis for three (3) years with two (2) additional one (1) year optional years.

3. SCOPE OF SERVICES

Each of the services shall be completed upon a Notice to Proceed provided to the selected qualified firm for each property. The County may provide a Notice to Proceed on one or more of the services listed below for any of the properties they identify:

- a. Assessments and Written Reports of the Findings: The selected qualified firm or firms shall provide a professional judgement of each property's condition in the areas of HVAC, plumbing, electrical, air quality and conditioning, water distribution, exhaust systems, fire protection, structural and all other areas of review necessary and common to a comprehensive building assessment. Each assessment shall result in a comprehensive Written Report of the findings of each of the items.
- b. Maintenance Plans and Procedures: The findings captured in the Written Report shall lead to a detailed written Maintenance Plan for recommended maintenance, repair, or replacement; a schedule for completion of work; and a cost estimate for the work.
- c. Packaging like-work across multiple buildings
- d. Relevant procurement documents and procedures to secure experienced contractors: Procurement documents, including but not limited to advertising, notices, direct solicitation, scopes of work, terms and conditions, timelines, pre-bid meetings, evaluation criteria, and other steps in the process compliant with state and local laws shall be drafted for review by County officials and County Counsel.
- e. Commissioning Oversight: Provide oversight of the contractor optimization of the building systems including functional and acceptance testing.
- f. On-call engineering services, as needed

4. PROBABLE COUNTY-OWNED BUILDING PRIORITY:

- a. Detention Center, 278 SW 871st Road, Centerview MO 64019
- b. Justice Center, 101 W. Market Street, Warrensburg MO 64093 – currently under contract for exterior security controls and lighting
- c. South Annex (Collector & Assessor), 1301 S. Maguire Street, Warrensburg MO 64093
- d. Former Jail/MU Extension Offices/Maintenance Workshop, 135 W. Market Street, Warrensburg MO 64093
- e. Former Emergency Management Agency (EMA) building (Vacant) 122 Hout Street, Warrensburg MO 64093

Note #1: Historic Johnson County Courthouse, located at 300 N. Holden Street, Warrensburg MO 64093, is currently under contract for HVAC assessment and action plan with an Engineering firm and Historic Architect.

Note #2: Site visits will not be accommodated in advance of the RFQ deadline.

5. MINIMUM QUALIFICATIONS

Services must be performed by a Professional Engineer licensed by the Missouri Division of Professional Registration Board for Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects.

6. RFQ SUBMITTAL REQUIREMENTS

The firm must submit their statement of qualifications in strict accordance with the following format and presentation of materials utilizing the exact section headings and item numbers. Firms must submit ALL

information to be considered a responsive; qualifications may be rejected if required documentation is not included or completed at the discretion of the County. Qualifications should be prepared in strict accordance with requirements set forth, as follows:

- a. **FIRM DETAIL** (Mark responses with the following numeric references and titles).
 1. Cover Sheet (Attachment B)
 - a. Provide the full legal name of the Contractor who will execute the contract. Provide specific information concerning the agency, including: the agency's legal name, type of entity, and Federal Tax ID #.
 - b. The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Contractor.
 2. Cover letter of interest
 3. Firm information
 - a. Name
 - b. Address
 - c. Phone number
 - d. Firm – year established
 - e. Ownership structure
 - f. Name of Project Manager assigned to this project
 - g. Address of Project Manager
 - h. Phone number of Project Manager
 - i. Name of person preparing and submitting the qualifications
 - j. Address of person preparing and submitting qualifications
 - k. Phone number of individual preparing and submitting the qualifications
 4. Resumes and availability of key personnel to be *assigned to this project*. Include years with firm, education, licensing, and years of experience for each.
 5. Narrative describing the qualified firm's professional and technical capabilities and qualifications that are directly related to this project.
 6. Examples of similar projects undertaken by the qualified firm.
 7. List of activities, tools, resources, and the methodologies to be applied to the project. (Describe the approach to undertaking the project). The methodology should, at a minimum, include the complete list of elements that will be assessed on each property, the content outline of the Written Report, and the content outline of the Maintenance Plan.
 8. Estimated timeline associated with each Assessment, Maintenance Plan, and preparation of procurement documents.
 9. Statement showing that the qualified firm has the capacity and capability to achieve the project in a timely manner.
 10. Provide a minimum of three (3) references that substantiate the firm's experience in providing the types of service requested in this RFQ. Each reference listed must include the name of the contact person, organization and complete contact information (address, telephone, email). Please contact the reference and provide advance notification to them. References attempted but not provided will result in a "0" for that reference.

7. ADDITIONAL MATERIALS – WEBSITE AND MASTER AGREEMENT FOR PROFESSIONAL SERVICES

A complete copy of this Request for Qualifications and a copy of the Master Agreement for Professional Services will be posted on the County’s website at <https://jococourthouse.com/bids.html>
Any selected firm will enter into the Master Agreement for Professional Services and supply the required supplemental materials. Submission of a Statement of Qualifications indicates a willingness to enter into this Master Agreement for Professional Services.

8. SELECTION PROCESS

A review of the Statement of Qualifications submitted by qualified firms received within the required time frame and using the required formatting will take place by a selection committee designated by the County. The most qualified firm or firms is defined as the one who represents the highest standards of the evaluation criteria outlined in this RFQ. The County reserves the right to select based solely on the Statements of Qualification received but may also request clarifications of materials at its own discretion. The County may incorporate an interview of one or more of the qualified firms prior to making a final selection. If an interview or interviews are to take place, the County will notify the qualified firms of the time and place. The interview may take place using videoconferencing.

Negotiations will occur with the qualified firm deemed to be the most qualified and who best serves the County. If the County and the most qualified firm can successfully negotiate a scope of work and price for the work to be completed, the County may issue a contract for services. Failing an agreement on price, negotiations with that firm will cease and negotiations will begin with the next most qualified firm. The process will continue until such time that an agreement may be reached with the most qualified firm whose price is fair and reasonable to the County.

9. EVALUATION CRITERIA

The criteria used to evaluate the Statements of Qualifications received will include the following items.

Criteria	Max Points
Cover Letter of Interest	5
Qualifications of Firm – the relevant experience, licensure, capabilities, education, and training of the firms’ personnel.	15
Firm’s Experience on Similar Projects – the number and type and recent history of projects completed of a similar nature.	25
Available Resources to Complete the Project – the staff, expertise and direct experience on hand that will be assigned to the project and the availability of the same to complete the tasks in a timely manner.	25
Proposed Approach/Methodology to Complete the Project and Deadlines – a detailed description of the steps the firm will take to complete the tasks. At a minimum, the methodology should include the complete list of elements that will be assessed on each property, the content outline of the Written Report, and the content outline of the Maintenance Plan.	30
A minimum of three (3) professional references – the results of reference calls and recommendations from fellow local governments regarding the same work completed. A average score across the three references will be used. References attempted but not provided will result in a “0” for that reference.	25
TOTAL MAXIMUM	125

10. INQUIRIES

All questions concerning this Request for Qualifications shall be submitted by email or in written form to:

Jennifer Powers
Johnson County Chief Deputy Clerk
jpowers@jococourthouse.com

All questions must be received in writing or by email no later than 1:30 p.m. CST on Thursday, January 26, 2023. Only questions submitted in writing or by email shall be responded to via an addendum. Questions will not be accepted via telephone. Responses to questions/clarifications will be placed on the Johnson County website at: <http://www.jococourthouse.com/bids.html>.

GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term "Qualified Firms" as used herein shall refer to entities submitting qualification in response to this RFQ. The term "Selected Firm" or "Contractor" is also used to describe the successful firm(s) in the context of providing services under a contract resulting from this RFQ. The term "contractor" as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term "successful firm." The term "county" shall mean Johnson County, Missouri.
2. **Rights and Responsibilities:** Johnson County reserves the right to:
 - Request clarification of any submitted information;
 - Not enter into any agreement;
 - Not to select any applicant;
 - Amend or cancel this process at any time;
 - Interview applicants prior to award and request additional information during the interview;
 - Negotiate a multi-year contract or a contract with an option to extend the duration;
 - Award more than one contract if it is in the best interest of the County; and/or
 - Issue similar RFQs in the future.
3. **Equal Opportunity/Disadvantaged Business:** Johnson County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. Disadvantaged, minority-owned and women-owned businesses are encouraged to submit qualifications.
4. **Preparation of Qualifications** shall be the responsibility of the firm to examine specifications, scope of work, schedule and all instructions that are part of this request for qualifications. Failure to observe any of the instructions or conditions in this request for qualifications may result in rejection of the qualifications.

All of the specifications and information contained in this request for qualifications, unless specifically excepted in writing by the firm and such exceptions being included with the statement of qualification, will form the basis of the contract between the successful firm and the county. The firm should take care to answer all questions and provide all requested information.
5. **Submission of Qualifications:** Sealed qualifications will be opened at **1:30 p.m. (CST) on Thursday, February 9, 2023** in the County Commission's Office. Qualified Firms must submit their qualifications

before this deadline, along with any amendments issued by the county, in a sealed opaque envelope or mailing box with the following information written on the outside of the envelope:

- a. The name of the firm submitting the Statement of Qualifications, and,
- b. The "reference" which is "***Building Assessment, Maintenance Plans and On-Call Engineering Services.***"

Mail or deliver five (5) total (hard copy) statement of qualifications as follows; one (1) original signed in ink by a firm's official authorized to make a legal and binding statements, and four (4) complete copies and one (1) complete copy on a USB drive to:

ATTN: Diane Thompson, County Clerk

Johnson County

300 North Holden Street, Suite 201

Warrensburg, MO 64093

Phone: (660) 747-6161

Emailed electronic submissions will not be accepted for this Request for Qualifications.

6. **Timely and Complete Receipt:** Qualifications not received by the time and date of the scheduled opening will not be considered and will be returned unopened to the firm. All responses will be considered final as submitted. No additions, deletions, corrections, or adjustments will be accepted after the time and date due. Qualifications submitted which do not follow the prescribed format may be rejected. Firms are required to clearly identify any deviations from the specifications in this document.
7. **Corrections or Withdrawals:** The firm may correct a mistake, or withdraw qualifications before the opening date by sending written notification to the County Clerk, Diane Thompson. Qualifications may be withdrawn after the opening only with written authorization from the County Clerk, Diane Thompson.
8. **Open Qualifications:** The qualifications, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening unless this time-frame is specifically excepted to in your qualifications. The county reserves the right to waive any defect or irregularity in any qualifications received.
9. **Evaluation of Qualifications:** The evaluation of the qualifications and the determination as to acceptability of the stated qualifications shall be the responsibility of the county. Accordingly, to ensure that sufficient information is available, the firm may be required to submit literature, samples, or other information prior to award. The county reserves the right to obtain clarification or additional information from any firm regarding its RFQ. The county reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the owners. The county further reserves the right to reject any or all submitted qualifications and to re-release the request for qualifications.
10. **Commitment:** This Request for Qualifications is not a contract or a commitment of any kind.
11. **Professional licenses:** Professional Engineering firms, its representatives, or subcontracted services to be provided by the firm must be licensed and operated in accordance with the laws of the State of Missouri.

12. **Prohibited Contact:** Contact with any representative including elected and appointed officials, employees and affiliated agencies of the County, other than through the procedure outlined above, concerning this Request for Qualifications, is prohibited. Violations of this prohibited communication will result in disqualification of the firm at the sole discretion of the County Commission.
13. **Open Records:** Any and all information contained in or submitted with this Request for Qualifications becomes a public record subject to the Missouri Sunshine Law when a contract is executed, or all qualifications are rejected. If the firm believes that any information contained in or submitted with the qualifications is protected by the Missouri Sunshine Law, the firm or its authorized representative must clearly identify what information believes is protected and must also clearly identify the legal basis on which the belief is held.
14. **Non-Collusion:** By responding to this request for qualifications, the Firm shall be deemed to have represented and warranted that the qualification is not made in connection with any other Firm submitting a separate response to this request for qualifications, and is in all respects fair and without collusion or fraud.
15. **Ability to Perform:** The Firm may be required, upon request, to provide to the satisfaction of the county that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the county, the county may reject the qualification.
16. **Notice to Proceed:** The County shall not be liable for payment of any work done or any costs incurred by any Firm prior to the county issuing a written notice to proceed.
17. **Term of Contract:** The term of this agreement shall begin upon issuance of a Notice to Proceed, and continue for three (3) years unless cancelled by proper notice of either party. Thereafter, agreed upon scope of services contracts may be renewed by the county for two (2) additional one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term"), which renewal will be by letter or other written correspondence from the county to the firm ninety (90) days prior to expiration of the Initial Term or the then-current Renewal Term. If the county fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term.
18. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
19. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.

20. **Indemnification:** The firm shall defend, indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful firm, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from the award of this RFQ. The firm shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.
21. **Use of Subcontractors:** Should the firm intend to utilize the services of a subcontractor it must be clearly noted in the qualification with the same relevant information as is required of the general contractor.
22. **Non-Assignment:** Assignment of any contract resulting from this request for qualification will not be authorized.
23. **Insurance:** Before a contract is executed with the successful firm, the successful firm shall provide Certificates of Insurance for all required coverage as detailed in the Master Agreement for Professional Services. The successful firm can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties.
24. **Independent Contractor:** In performance of the work, duties and obligations assumed by the firm, it is mutually understood and agreed that the firm, including any and all of the firm's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of Johnson County.
25. **Termination for Cause:** The county may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
26. **Termination for Convenience:** The county may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
27. **Prevailing Wage:** Approved Contractor will comply with all prevailing wage laws as set forth by the MO Division of Labor Standards for Public Works Projects, if applicable. Approved Contractor agrees to indemnify Johnson County of all labor law violations committed by the approved Contractor.
28. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
29. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Missouri. The parties agree to submit to the jurisdiction in Missouri, and further agree that any cause of action

arising under this agreement shall be required to be brought in the appropriate venue in Johnson County, Missouri.

30. **CONCLUSION:** On behalf of the Johnson County Commission, thank you for your interest in the Johnson County Building Assessment, Maintenance Plans and On-Call Engineering request for qualifications.



Troy A. Matthews
Presiding Commissioner



John L. Marr
Commissioner, Eastern District



Charles Kavanaugh
Commissioner, Western District



ATTEST:



Diane Thompson, County Clerk

ATTACHMENT B: COVER SHEET

CERTIFICATION: By signing this *Cover Sheet*, I hereby attest to the following:

- A. that I have read and understood all the terms listed in the RFQ;
- B. that I have read and understood all terms listed in the submitted statement of qualifications;
- C. that I am authorized to bind the listed entity into this agreement;
- D. that should this RFP process result in negotiations of contract with my firm, I am authorized and able to secure the resources required to deliver on all terms listed within the RFQ and submitted statement of qualifications including any amendments or addenda thereto except as explicitly noted or revised in my submitted documentation;
- E. that should this qualification lead to a negotiated contract, I will ensure that all personnel proposed to work on the project are authorized to work in the United States and in accordance with applicable state and federal laws, and;
- F. that should this qualification lead to a negotiated contract, I will ensure that our organization will give full cooperation with any audit from federal, state or local auditors or investigation by federal, state or local law enforcement agencies.

Name of Firm:	
Federal Tax ID Number:	
Contact Person – Name	
Contact Person – Address	
Contact Person – Phone Number (s)	
Contact Person – e-mail address	

Signature of Authorized Representative

Printed Name of Authorized Representative

Date