

**REQUEST FOR QUALIFICATIONS/PROPOSALS
FOR DESIGN PROFESSIONAL SERVICES CONTRACT
FOR PROJECT NO. 70232201
HPP 3303(508)
PARKS AND RECREATION DEPARTMENT
CITY OF KANSAS CITY, MISSOURI**

1. **PURPOSE**

The City of Kansas City, Missouri (“City”) invites you to submit a proposal for MLK Park Pedestrian Bridge issue by the City of Kansas City (“City”)

2. **DUE DATE FOR PROPOSALS**

Proposers shall submit Proposals to the **City Contact Person** listed in Section 3 by **5:00 p.m. (CT) on October 25th, 2022**

3. **PROPOSAL SUBMISSION AND QUESTIONS**

- (a) Submissions and Questions. Proposers shall submit their Proposal and any questions or issues about any aspect of this RFQ/P to the following City Contact person:

James Wang, P.E.
Parks and Recreation Department
4600 E. 63rd St.
Kansas City, MO 64130
Office: (816) 513-7622
E-mail: james.wang@kcmo.org

- (b) Question Deadline

- (1) Proposers may submit written questions, request clarifications or provide notice to the City of any ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFQ/P, the Standard City Contract, Scope of Services and any other solicitation document at any time until one (1) week prior to the due date for proposals.
- (2) The City will answer all inquiries by any Proposer in writing. If any inquiry results in a change in the RFQ/P, the City will issue an Addendum and the Addendum will be posted on the City’s website. It is the responsibility of Proposers to check the City’s website for addenda. www.kcmo.gov and www.kcmoplanroom.org.

(c) Questions - Post Deadline

If a Proposer discovers any ambiguities, conflicts, mistakes, errors or discrepancies in **after the deadline for questions and clarifications or after the proposal due date**, Proposer shall immediately submit the ambiguity, conflict, mistake, error or discrepancy to the City Contact. The City, in its sole discretion, shall determine the appropriate response to any issue raised by any Proposer.

(d) Questions Virtual Meeting

A meeting has been scheduled for **Wednesday, October 12, 2022, at 2:00 p.m.** The meeting will be held via MS Teams Virtual Meeting Tool. Attendance is recommended but not required. The virtual meeting access information is below.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 270 281 093 40

Passcode: zoW33j

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 872-212-5076,,380300469#](#) United States, Chicago

Phone Conference ID: 380 300 469#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

4. **DEFINITION OF “REQUEST FOR QUALIFICATIONS/PROPOSALS” AND “PROPOSAL”**

- (a) This Request for Qualifications/Proposals (“RFQ/P” or “solicitation”) is an invitation by the City for Proposers to submit an offer, which may be subject to subsequent discussions and negotiations by the City and the Proposer. It is not a request for a competitive bid.
- (b) “Proposal” means any document, submittal, interview, presentation, discussion, negotiation, and everything and anything provided in response to this RFQ/P regardless whether the submission is an oral or written submission.
- (c) By submitting a proposal to the City, Proposer agrees that the Proposer does not obtain any right in or expectation to a contract with the City or a vested interest or a property right in a contract with the City regardless of the amount of time, effort and expense expended by Proposer in attempting to obtain a written executed contract with the City that complies with Section 432.070, RSMo, the City Charter and City ordinances.

5. ESTIMATED SCHEDULE

Wednesday, 10/12/2022 at 2:00 p.m.	Questions Virtual Meeting (see Section 3 for meeting details)
Monday 10/17/2022 at 5:00 pm	Deadline for questions
Tuesday 10/25/2022 at 5:00pm	Due Date for Proposals

The listed dates in the “Estimated Schedule” are tentative. The City reserves the right to change or extend any and all dates including the due date for proposals for any reason at any time including after the due date for proposals.

6. RFQ/P DOCUMENTS

This RFQ/P consists of the following documents:

- (a) This RFQ/P
- (b) Scope of Services
- (c) Standard City Contract
- (d) HRD Documents

7. EXAMINATION OF ALL RFQ/P DOCUMENTS AND REQUIREMENTS

- (a) Each Proposer shall carefully examine all RFQ/P documents and thoroughly familiarize themselves with all RFQ/P requirements prior to submitting a proposal to ensure that Proposer’s Proposal meets the intent of this RFQ/P.
- (b) Before submitting a Proposal to the City, each Proposer shall make all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the performance and delivery of the goods and services (hereinafter “the Services”) requested by this RFQ/P. Failure of a Proposer to make such investigations and examinations shall not relieve the Proposer from Proposer’s obligation to comply, in every detail, with all provisions and requirements of the RFQ/P.
- (c) By submitting a Proposal to the City, Proposer certifies that Proposer has provided the City with written notice of all ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFQ/P, the Standard Contract, Scope of Services and any other document. By executing a Contract with the City, Proposer certifies that Proposer communicated to City all ambiguities, conflicts, errors or discrepancies that it has discovered in the RFQ/P, the Proposed Contract, Scope of Services and any other document and that written

resolution thereof by the City as embodied in the final Contract is acceptable to Proposer.

8. SUBMISSION OF PROPOSALS

All proposal documents should be submitted in the exact order as listed in the City RFQ/P.

- (a) Where. Proposers shall submit their Proposals to the **City Contact Person** listed in Section 3. Proposers shall address their Proposal to the City Contact Person and shall state on the outside of the sealed Proposal envelope the following information: the RFQ/P No. and Title, Due Date and Time, and Name of the Proposer's Business/Firm.
- (b) No. of Copies. Proposers shall submit one (5) hard copies of their Proposal, and one (1) digital copy in PDF format on a flash drive.
- (c) Format. **In order to assure uniformity of the Proposals and to facilitate the evaluation process, all Proposals shall be organized and their parts labeled with tabs, as shown in Section 9.** Each Proposal shall be presented in 12-point font, such as Times New Roman or Arial, on 8-1/2" x 11" paper, double sided. As part of the City's green initiatives, Proposers shall limit all excess paper, division tabs, folders, etc., so the Proposals are as eco-friendly as possible.
- (d) Additional Materials. The Proposal may also contain any narrative, charts, tables, diagrams or other materials in addition to those called for herein; to the extent such additions are useful for clarity or completeness of the Proposal. Attachments should clearly indicate on each page the paragraph in the Proposal to which they pertain.

9. CONTENT OF PROPOSAL. Your proposal should include the following:

9.1 Proposal Part I – Business/Firm Profile and Legal Structure

- Legal Name, address, phone, fax, e-mail, Federal ID#, and website address.
- Brief history of business/firm including date the business/firm was established under the current name.
- List all services provided by the business/firm.
- Number of total employees including number of total employees in Kansas City, Missouri and number of employees in Greater Kansas City Area.
- Has the business/firm ever failed to complete work for which a contract was issued? If yes, explain the circumstances.

- Are there any civil or criminal actions pending against the business/firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?
- Provide a brief history of the business/firm's contractual litigation, arbitration, and mediation cases for the last five (5) years that are material and relevant to this contract.
- Has the business/firm ever been disqualified from working for the City or any other public entity? If yes, explain the circumstances.

9.2 Proposal Part II – Experience

- 00410.01 Experience and Reference Form.
- Include a list of Three (3) most relevant or comparable contracts completed by your business/firm during the past three (3) years.
- Provide a list of all public contracts entered into for the last three (3) years. Include the dollar amounts, summary of scope of services, contract terms, Public Owner's contact person, e-mail address, cell phone number and telephone number.

9.3 Proposal Part III – Personnel

- Please provide your staff capacity for meeting the City's requirements.
- Identify the Key Employees who are likely to be assigned to this contract if your proposal is selected. [NOTE: Key Employee(s) must be committed to the contract duration and may not be removed or substituted without the City's prior written consent.]
- For each of the Key Employee(s), provide a resume and/or summary with at least the following background information:
 - a. Description of relevant experience.
 - b. Years of employment with the business/firm.
 - c. City and State of residence.
 - d. State time commitment on other accounts.
 - e. Applicable professional registrations, education, certifications, and credentials.
- Please comment on the ability of your business/firm to sustain the loss of Key Employee(s).
- Provide a staffing plan for the contract including the locations of the positions.
- Provide an organizational chart for the assigned staff.
- Please certify that you will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$12.50 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances.

- If you will not certify that you pay your employees who will work on the City Contract at least \$12.50 per hour, please submit the following so the City can evaluate the potential quality of your personnel:
 - a. Turnover rate for the last three calendar years for non-exempt employees and exempt employees; and
 - b. Employee benefits provided to exempt and non-exempt employees; and
 - c. Training provided to exempt and non-exempt employees, including those that will provide services to the City; and
 - d. Promotional opportunities for non-exempt and exempt employees; and
 - e. Average tenure of exempt and non-exempt employees during the immediately preceding three calendar years; and
 - f. Employee incentive rewards and employee recognition policies; and
 - g. How you provide and receive employee feedback and communication; and
 - h. Mentorship programs provided to employees; and
 - i. Education benefits provided for exempt and nonexempt employees.

9.4 Proposal Part IV - Project Approach

- Discuss your understanding of the project scope and objectives.
- Discuss your approach to a project with specific references to the services requested in the RFQ/P.
- Describe your Quality Assurance Plan.
- State approximate date your business/firm is available to begin work on the Project.

9.5 Proposal Part V - Sustainability

Include a concise summary of your company's policies, strategies, and actions that demonstrate your philosophy and commitment to sustainability. The City has adopted an overall policy supporting a greater use of "green solutions" or enhanced sustainability measures that consider environmental quality, social equity and economic vitality. In order to minimize waste, enhance efficiencies, and achieve multiple benefits and project synergies, all City projects must identify opportunities for sustainability improvements and implement those improvements when financially reasonable and operationally practical.

- Describe how your Proposal will address the established City policies referenced in this RFQ/P specific to the project or service on which you are proposing.

- Incorporate sustainability and efficiency into the planning, design, construction, operation and maintenance of the project. Highlight each component of the project that you feel deserves consideration in this context and demonstrate how sustainability and efficiency are integrated into the project.
- If it is not possible to comprehensively integrate significant sustainability measures, then highlight elements you feel deserve consideration in this context.

9.6 Proposal Part VII – Other Required Documents

Complete and submit the following documents to the City:

- (a) Your Proposal
- (b) HRD Form 13 – Affidavit of Intended Utilization

10. EVALUATION CRITERIA

- (a) Any evaluation criteria or weighting of criteria is used by the City only as a tool to assist the City in selecting the best proposal for the City. Evaluation scores or ranks do not create any right in or expectation to a contract with the City regardless of any score or ranking given to any Proposer by the City. In other words, even if the City gives a Proposer the highest rank and highest score, the Proposer still has no expectation of a contract with the City and the City may choose to contract with any other Proposer regardless of the score or rank of the other Proposer.
- (b) The City may change criteria and criteria weights at any time including after the due date for proposals.

11. INTERVIEWS

The City, in its sole discretion, may interview none, one, some or all of the Proposers who submit proposals.

12. DISCUSSIONS AND NEGOTIATIONS

The City, in its sole discretion, may do any or all of the following:

- (a) Evaluate Proposals and award a contract with or without presentations, discussions or negotiations with any or all of the Proposers;
- (b) Discuss and negotiate anything and everything with any Proposer or Proposers at any time;
- (b) request additional information from any or all Proposers;

- (c) request a Proposer or Proposers to submit a new Proposal;
- (d) request one or more best and final offers from any or all Proposers;
- (e) accept any Proposal in whole or in part;
- (f) require a Proposer to make modifications to their initial Proposals;
- (g) make a partial award to any or all Proposers;
- (h) make a multiple award to any or all Proposers;
- (i) terminate this RFQ/P at any time and reissue an amended RFQ/P or new RFQ/P.

13. PROPOSAL MUST REMAIN FIRM IRREVOCABLE OFFER TO CITY FOR 90 DAYS

- (a) By submitting a proposal to the City, Proposer agrees that Proposer's Proposal shall constitute a firm irrevocable offer to the City that Proposer shall not withdraw or modify without the City's approval for ninety (90) days after the proposal due date. Proposer agrees that even if the City negotiates or makes a counter offer to Proposer on Proposer's original Proposal or any subsequent Proposal submitted by Proposer to the City, Proposer hereby grants to the City, in the City's sole discretion, the unconditional right for the City to accept Proposer's original Proposal and the City's negotiation or counter offer shall not be deemed to be a counter offer.
- (b) After ninety (90) days, the City can accept any proposal or subsequent proposals from any Proposer with the consent of the Proposer at any time and regardless of the length of time that has passed from the proposal due date.

14. SELECTION

The City will select the proposal that in the City's sole judgment the City determines to be the best Proposal. Section 432.070, RSMo requires the City to have a written executed contract signed by both parties prior to anyone performing services or providing any goods, supplies, materials or equipment to the City. The written executed contract must also comply with the City Charter and City Ordinances. This means that a proposer does not have a contract with the City until a written contract is *executed*.

15. REJECTION OF PROPOSALS

The City reserves the unconditional right to reject any or all proposals received in response to this RFQ/P at any time prior to the City executing a contract that meets the requirements of Section 432.070, RSMo, the City Charter and all applicable City Ordinances.

16. WAIVER OF ORDINANCES, REGULATIONS AND RFQ/P REQUIREMENTS

Pursuant to Section 3-35, City Code of Ordinances, the City, at any time, may waive any requirements imposed in this RFQ/P or by any City ordinance or regulation.

17. LATE PROPOSALS

The City, in its sole discretion, may consider proposals received by the City after the proposal due date if: (1) the proposal is sent via the U.S. Postal Service, common carrier or contract carrier, by a delivery method that guarantees the proposal will be delivered to the City prior to the proposal due date; or (2) if the proposal is submitted by mail, common carrier or contract carrier it is determined by the City that the late receipt was due to the U.S. Postal Service, common carrier or contract carrier; or (3) the proposal is timely delivered to the City, but the proposal is at a different City location than that specified in this RFQ/P; or (4) the City extends the due date after the deadline for a force majeure event that could potentially affect any or all Proposers meeting the deadline; or (5) the City has not opened any of the proposals; or (6) it is in the best interest of the City to accept the proposal.

18. CHANGES IN THE RFQ/P

- (a) After this RFQ/P is issued, the City, in its sole discretion, may change everything or anything contained in this RFQ/P. The City will notify Proposers of all material changes.
- (b) If the City shall amend the RFQ/P after the proposal due date, the City may, in its sole discretion, solicit new proposals in an amended RFQ/P from anyone or everyone regardless whether a person submitted a proposal in response to the original RFQ/P.

19. CHANGES IN EXECUTED CONTRACT AND ADDITIONAL WORK

- (a) After the City executes a contract in accordance with the requirements of Section 432.070, RSMo, the City Charter and City Ordinances, the City may, in its sole discretion, amend the contract to change anything or everything associated with the contract as long as such change is in the interest of the City and as long as the Contractor agrees to the change.
- (b) The City, in its sole discretion, may award additional contracts for related work or subsequent Project phases to the selected Contractor.
- (c) The City, in its sole discretion, may extend the term of the contract with the selected Contractor notwithstanding the expiration of the initial term or any subsequent term or all options to renew, until the City has a new contract in place with either Proposer or another provider or until the City terminates the Contract.

20. PROPOSER SOLELY RESPONSIBLE FOR ALL COSTS

Regardless of the amount of time, effort, cost and expense incurred by a Proposer in Proposer's attempt to win this City contract, Proposer agrees that Proposer shall be solely responsible and liable for any and all costs incurred by Proposer. The City shall have no liability or responsibility for any of Proposer's costs or expenses.

21. OWNERSHIP OF PROPOSALS

By submitting its Proposal, Proposer hereby agrees that Proposer's Proposal and any supplementary material submitted by the Proposer shall become property of the City.

22. DISCLOSURE OF PROPRIETARY INFORMATION

- (a) A Proposer may attempt to restrict the disclosure of scientific and technological innovations in which the Proposer has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the Proposal by:
 - 1. marking each page of each such document prominently in at least 16 point font with the words "Proprietary Information";
 - 2. printing each page of each such document on a different color paper than the paper on which the remainder of the Proposal is printed; and
 - 3. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with the name and address of the Proposer.
- (b) After either a contract is executed pursuant to the RFQ/P, or all submittals are rejected, if access to documents marked "Proprietary Information", as provided above, is requested under the Missouri Sunshine Law, the City will notify the Proposer of the request, and it shall be the burden of the Proposer to establish that such documents are exempt from disclosure under the law.
- (c) If the Proposer elects to challenge a formal request for such information made to the City and if the Proposer is unsuccessful in keeping such information closed, the Proposer shall pay for any and all costs, attorney fees and fines that are a result of Proposer's attempt to keep the information closed.
- (d) Notwithstanding the foregoing, in response to a formal request for information, the City reserves the right to release any documents if the City determines that such information is a public record pursuant to the Missouri Sunshine Law. The City shall have no liability to any Proposer or anyone else for releasing any Proprietary Information of a Proposer even if the City is negligent in releasing or disclosing any Proprietary Information of any Proposer.

23. CLOSED RECORDS

All Proposals including interviews, presentations and documents, and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Law until a contract is executed or until all Proposals are rejected by the City. If the City amends this RFQ/P, Proposals submitted in response to the original RFQ/P may remain closed records until a contract is executed or all proposals submitted in response to the amended RFQ/P are rejected. Proposals shall remain closed records even if the City mistakenly informs all Proposers that it is rejecting any and all Proposals prior to amending the RFQ/P as long as the City intends to amend the RFQ/P and resolicit Proposals.

24. MBE/WBE GOALS

- (a) The City desires that City certified Minority Business Enterprises (MBEs) and City certified Women Business Enterprises (WBEs) have a maximum opportunity to participate in the performance of City contracts. The MBE/WBE participation goals for this Project are **14%** MBE participation and **14%** WBE participation.
- (b) The City's HRD Forms and Instructions are incorporated into this Request for Proposals and the Contract Documents.
- (c) **Please complete HRD Form 13 - Affidavit of Intended Utilization and return it with your Proposal.** The City of Kansas City, Missouri has a list of City Certified MBEs / WBEs at <http://kcmo.org/CKCMO/Depts/CityManagersOffice/HumanRelationsDivision/DiadvantagedMinorityandWomenBusinessEnterpriseSection/index.htm> (click on the "DMWBE Directory Search"). Please contact the City's Human Relations Department at 816-513-1836 for assistance on any aspect of the MBE/WBE program.

25. WAIVER OF MBE/WBE REQUIREMENTS

The City Council, in its sole discretion, may waive any and all MBE/WBE requirements imposed by this solicitation and any Proposal Documents or the MBE/WBE Ordinance, and award the contract to the best Proposer if the City Council determines a waiver is in the best interests of the City.

26. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS

Section 2-2044 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one year after that former employee or official leaves the City's employ. By submitting a proposal, Proposer affirms that Proposer and its team members and employees are in compliance with the requirements

of Section 2-2044. Failure to comply with the requirements of Section 2-2044 may cause the Proposal to be rejected.

27. ADA STANDARDS

It is the policy of the City and required by law that any new or renovated facility meet the scoping and technical requirements of the 2010 ADA Standards for newly designed and constructed or altered local government facilities, public accommodations, and facilities. The selected Design Professional shall design the project so it conforms to the 2010 ADA Standards, as applicable and as amended from time to time, and is readily accessible to and usable by individuals with disabilities. The City will make available to the selected Design Professional the City's ADA Compliance Manager, who can facilitate interaction with advocates in the disability community.

28. CONTRACT INFORMATION MANAGEMENT SYSTEM

The selected Design Professional shall be required to use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. The selected Design Professional shall submit user applications to City's provided Contract Information Management System for all personnel, subcontractors or suppliers as applicable.



For persons with disabilities needing reasonable accommodations please contact the City's ADA Specialists, Ekiasha Ruff at 513-6538 or Jean Ann Lawson at 513-6566. If you need to use the Relay Service, dial 711.

EXHIBIT “A”

MLK Park Pedestrian Bridge City Project No. 70232201 Federal Project Number: HPP 3303 (508) DESIGN SERVICES STATEMENT OF WORK

1. Project Description

Park Planning & Design Services, on behalf of the KCMO Board of Parks & Recreation Commissioners, invites the submittal of a Statement of Qualifications (SOQ) from design firms interested in providing architectural/engineering consulting services for the Martin Luther King, Jr. Park Pedestrian Bridge.

Martin Luther King, Jr. Park was dedicated on April 4, 1978. The site had formerly been known as “Brush Creek Park” and had been used as a recreational site for several years with tennis courts and a baseball diamond.

On August 28, 2021, the 15th and the Mahomies Playground officially opened. In honor of the park’s namesake, giant MLK letters are placed at the entrance to the playground and nine quotes from Dr. King’s speeches are engraved on granite pavers that surround the space. The 15 and the Mahomies Playground is designed so that children of all physical and mental abilities can play, featuring sensory and physical components on top of all - weather surface, and it has quickly become a favorite Kansas City family destination. The lack of pedestrian access to the park has been a challenge for families who live in the neighborhood.

Rep. Emanuel Cleaver II secured \$2.8M federal funding to build a new pedestrian bridge that will connect the community to the 15 and the Mahomies Playground at the Martin Luther King, Jr. Park.



2. Scope of Services and Deliverables

The design professional shall design the Project in conformity with the latest Parks and Recreation Department Standards, the latest APWA Specifications and Design Criteria including the latest standards specifications and drawings, as adopted and revised by replacement and additive supplements incorporated by the City of Kansas City. The design shall also adhere to the Local Public Agency (LPA) Policy, and other state and federal design criteria appropriate for the Project, the current version of the Manual on Uniform Traffic Control Devices (MUTCD), the City's Ordinances, and the current version of the Missouri Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions with the rules and regulations of the Federal Highway Administration pertaining thereto.

The basic scope of services includes but not limited to bridge location and type evaluation, aesthetic enhancement design, community engagement, surveying, geotechnical investigation, environmental investigation (NEPA Clearance), preliminary design, utility coordination, cost estimating, final design, PS&E MoDOT submittal, and etc. Contract may be amended to include construction phase services.

Deliverables include but not limited to NEPA documentation, preliminary plans, and final plans, specifications and estimate. The exact list of deliverables to be provided will be negotiated with the selected design professional.

3. Project Schedule

The design professional is expected to complete the design within 12 months after the design Notice-to-Proceed is issued.

The city hereby commits to review deliverables and provide comments within ten (10) calendar days after receipt of deliverables from design professional. The city will endeavor to provide consolidated written review comments within a ten (10) calendar day period.