



LEGAL NOTICE

REQUEST FOR QUALIFICATIONS
RFQ 22-024

For

PROFESSIONAL SERVICES PRE-QUALIFICATION
ARCHITECTS, ENGINEERS & LAND SURVEYORS

ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI

St. Charles County is seeking Statement of Qualifications from **ARCHITECTS, ENGINEERS AND LAND SURVEYORS** interested in participating on future projects for the County. The County reserves the right to terminate the contract for reasons of violations by the successful proposer of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

INSTRUCTIONS

This RFQ seeks to identify firms interested in providing Architectural, Engineering or Land Surveying Services and to place these firms on a prequalified roster for future project consideration.

An authorized representative of the company/person submitting the qualifications must sign the submittal in blue ink.

Qualifications must be submitted to the St. Charles County Finance Department, 201 North Second Street, Room 541, St. Charles, MO 63301. This address is the St. Charles County Administration Building.

In lieu of paper, Qualifications may be submitted as a pdf file via email to the Purchasing Manager listed below.

Qualifications for inclusion on the prequalified roster may be submitted at any time.

St. Charles County reserves the right to accept and/or reject any and all Qualifications.

QUALIFICATION INQUIRIES

Any questions concerning this Request for Qualification must be submitted in writing to:

Kurt Mandernach, Purchasing Manager
St. Charles County Government
Finance Department
201 North Second Street
St. Charles, Missouri 63301
kmandernach@sccmo.org

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled “Qualification Inquiries”, concerning this request is prohibited. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and the Agencies within St. Charles County. Any Offeror engaging in such prohibited communications may be disqualified at the sole discretion of St. Charles County

TERMS AND CONDITIONS

- St. Charles County reserves the right to reject any and all Qualifications.
- In accordance with Policy: The Department of Finance shall solicit updated prequalification packets at least once every two (2) years and shall accept updates from prequalified firms, firms requesting consideration for prequalification in additional disciplines, or prequalification packets from new firms at any time.
- All Qualifications will be considered final as submitted. County reserves the right to make inquiry of the Firms submitting qualifications to clarify its understanding of the Firm's submittal.
- The electronic version of this Request for Qualifications is available upon request. The document was created using Microsoft Word. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this Request for Qualifications on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- Firms are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the Qualification must sign all Qualifications, in blue ink.
- St. Charles County will not award any contract to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.
- Any successful Firm is specifically denied the right of using in any form or medium the names of St. Charles County or any division, department or bureau of St. Charles County for public advertising unless express written permission is granted.
- Future award will be made to the Firm with Qualifications which will best serve the County. Award is dependent upon successful negotiation of price. If the parties fail to agree on price, the County reserves the right to negotiate with the next most qualified Firm.

➤ **INSURANCE:**

Errors and Omissions (Professional Liability): With limits of not less than \$1.0 million per claim/\$2.0 million aggregate covering all services provided by the Contract. Coverage to be written on a claims-made basis.

Commercial General Liability (CGL): \$1,000,000/\$3,000,000 including Products/Completed Operations. CGL coverage shall cover all liability arising from premises, operations, independent contractor and personal injury and liability assumed under an insured contract.

Automobile Liability: covering liability arising out of the use of any owned, hired, leased or non-owned vehicle in an amount of no less than \$1,000,000 per occurrence.

Workers Compensation/Employer's Liability: Statutory WC limits as required by the Statutes of the State of Missouri, (or a qualified self-insurer) and Employers Liability in an amount of no less than \$1.0 million.

Excess Umbrella: liability with a limit of no less than \$1,000,000 in excess of the above policies.

- All insurance to be written through a company duly authorized to do business in the State of Missouri with an A.M. Best Rating of A-IX or higher.
- The Professional Liability, CGL, Automobile and Umbrella policies shall be endorsed to include the County as an additional insured and provide for 30 days advance written notice of any material change.
- A Waiver of Subrogation in favor of the County shall be endorsed on each of the policies.
- The required insurance provided by the "Firm" shall be primary insurance with respect to any other insurance or self-insurance programs maintained by the County.
- A Certificate of Insurance evidencing the above coverage(s) together with a copy of the required endorsements shall be provided to the County prior to the commencement of any work.

Certification

The Firm understands and agrees that by signing the statement of Qualification document, the Firm certifies the following:

The Firm shall only utilize licensed professional personnel who have had their qualifications submitted as part of the Firm's Qualifications document (or subsequent updates). All personnel utilized must be authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

If the Firm is found to be in violation of this requirement or applicable federal, state and /or local laws and/or regulations, and if the County of St. Charles has reasonable cause to believe that the Firm has knowingly employed individuals who are not eligible to work in the United States, the County shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Firm from doing business with the County.

The Firm agrees to fully cooperate with any audit from federal, state, or local auditor or investigation by federal, state, or local law enforcement agencies.

Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity (Firm), the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (**E-Verify**) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this Qualification request. Firms may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a Qualification solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for **one year** from the date of the notarized affidavit.

**** PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Firm, and the Department of Homeland Security - Verification Division

The online address to enroll in the E-verify program is:

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

Veteran Friendly Employment Policy

"Indicate whether you have developed a veteran friendly employment policy and, if so, attach a copy of such policy to your response as a point of information."

_____ "YES" our company has a veteran friendly employment policy.

_____ "NO" our company does not have a veteran friendly employment policy.

Please include a copy of your veteran friendly employment policy with your submission.

Open Records

Any and all information contained in or submitted with the proposal becomes a public record subject to the Missouri Sunshine Law when a contract is executed or all proposals are rejected. If Proposer believes that any information contained in or submitted with the proposal is protected by the Missouri Sunshine Law, Proposer must clearly identify what information Proposer believes is so protected and must also clearly identify the legal basis therefor.

Summary:

St. Charles County's Purchasing Policy (Chapter 135 OSCCMo), identifies certain Professional Services, Architectural, Engineering and Land Surveying Services, under 135.320 (A) OSCCMo and outlines the procedure for awarding contracts for these services.

The policy effectively states that contracts for Architectural, Engineering or Land Surveying Services shall be awarded based on the demonstrated competence and qualifications for the type of services required and at fair and reasonably negotiated prices.

The County shall maintain a prequalified roster of firms for these Professional Services and will solicit qualifications every two years.

Any firms desiring to be included on the County's prequalified roster of Architectural, Engineering or Land Surveying firms shall submit the following information:

- A. Proof the firm is duly authorized to conduct business in the State of Missouri in the applicable discipline(s);
- B. Proof that at least one (1) member of the firm possesses professional registration issued by the State of Missouri in the applicable discipline(s);
- C. Provide a statement of intent to assign at least one (1) licensed professional to each project awarded; and
- D. Supporting qualification information demonstrating expertise in each discipline of desired prequalification through:
 1. The specialized experience and technical competence of the firm with respect to the discipline(s);
 2. The specialized experience and technical competence of the firm's employees who may be assigned to a project of certain discipline(s);
 3. A description of the work previously performed by the firm for the County;
 4. A description of similar work previously performed for other governmental agencies;
 5. Record of the firm's timely accomplishment of work in the area of expertise for which it seeks prequalification;
 6. Recent experience showing accuracy of construction project cost estimates;
 7. A description of the firm's approach to project management to assure on-time, on-budget, and properly scoped projects;
 8. A description of the firm's approach to quality assurance and quality control of projects;
 9. A description of the firm's community relations approach, including evidence of sensitivity to citizen concerns; and
 10. Headquarters or main office location of the firm.

The complete language of the Purchasing Policy is available upon request.

Firm Personnel:

Number of full-time and part-time employees of Firm:	
Number of full-time and part-time employees at local office:	
Number of Missouri Registered Professional employees at Firm:	
Number of Missouri Registered Professional employees at local office:	

Service Disciplines:

Please check the types of professional or technical service disciplines your firm provides and firm employees are qualified to provide.

	Service Disciplines	Number of employees in Discipline	Average number of years of employee experience in Discipline	Number of projects completed in this Discipline within last five years
<input type="checkbox"/>	Architecture			
<input type="checkbox"/>	Landscape Architecture			
<input type="checkbox"/>	Land Surveying			
<input type="checkbox"/>	Land Use and Site Planning			
<input type="checkbox"/>	General Site Civil Engineering			
<input type="checkbox"/>	General Structural Engineering			
<input type="checkbox"/>	Traffic Engineering			
<input type="checkbox"/>	Basic Transportation Design (local streets, minor collectors, sidewalks)			
<input type="checkbox"/>	Complex Transportation Planning and Engineering (major collectors, arterials, roundabouts, interchanges)			
<input type="checkbox"/>	Bridge Structural Engineering			
<input type="checkbox"/>	Electrical and/or Systems Engineering			

<input type="checkbox"/>	Mechanical Engineering			
<input type="checkbox"/>	Storm Water Hydrology/Hydraulics			
<input type="checkbox"/>	Creek Bank Stabilization			
<input type="checkbox"/>	Environmental Engineering			
<input type="checkbox"/>	Plan Review			
<input type="checkbox"/>	Construction Site Inspection			
<input type="checkbox"/>	Geotechnical Engineering			
<input type="checkbox"/>	Water Distribution			
<input type="checkbox"/>	Sanitary Sewer (including lift stations)			
<input type="checkbox"/>	Fire Protection Engineering			
<input type="checkbox"/>	Other: _____			
<input type="checkbox"/>	Other: _____			
<input type="checkbox"/>	Other: _____			
<input type="checkbox"/>	Other: _____			
<input type="checkbox"/>	Other: _____			

Exception Sheet

If the item(s) and/or services proposed in the response to this Request for Qualifications is in any way different from that contained in this Request for Qualifications, the Firm is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the Firm's offer is in total compliance with all aspects of the proposal or Qualification.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: _____

Signature: _____

Title: _____

Company: _____

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE QUALIFICATION

Audit Clause for Contracts

Examination of Records

The Firm's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, sub-consultant files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Firm must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Firm is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Firm's operations, obtained during audits, will be kept confidential.

The Firm will require all sub-consultants under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the sub-consultants.

Firm Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____

(Indicates acceptance of all Qualification terms and conditions)

Date: _____

AFFIDAVIT OF WORK AUTHORIZATION

The Firm who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the County for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date