

Stevensville Public Schools
Request for Qualifications for 3rd Party Testing & Special Inspection Services
Stevensville Public Schools

The Board of Trustees of Stevensville Public Schools (Owner) require services from a qualified Special Inspection firm to provide witnessing, testing and reporting services for planned renovations and additions to the Elementary and High School facilities. Current project plans can be found by clicking on the following link or visiting the Stevensville Public School's website:

<https://www.stevensvilleschools.org/levy-bond-information/>

Requirements

- Have all certifications and insurance to perform visual inspections and field and lab testing.
- Have staff capacity to perform investigations and testing for the entire duration of the project, expected to be from April 2019-November 2021.
- Have staff and equipment certified to be able to perform the special inspections for:
 - Structural Steel work which may include full penetration welds or moment frame work, metal welded and bolted connections, metal decking installations, inspections of non AISC fabricators shop work or field work, or potential other steel related inspections.
 - Concrete inspections such as sub-grade density, concrete on-site analysis and lab strength testing, cold weather testing, rebar inspections, and potential other concrete related inspections.
 - Masonry inspections such as grout and mortar testing and rebar inspections.
 - Fire-proofing inspections may be required such as mil-thickness witness & verifications or other spray applied fire-proofing testing.
 - Embed testing may be required for mechanical or epoxy embeds.
 - Earthwork testing will likely be required for utility back-fill work or for structural compaction. A Geotechnical Engineer has already been hired and performed the initial on-site borings and reports/recommendations.
- Be available for any/all inspections within 2 working days of notification/request for inspection from the General Contractor.
- Be able to effectively coordinate all inspections and keep up with the demands of the fast-paced project to not slow down progress.
- Communicate all test outcomes/reports to the design team, general contractor, owner and AHJs effectively and electronically; as well as provide an inspection log in the jobsite trailer.
- Provide end of project full inspection report upon completion of the work.
- Be able to digest the project documents and coordinate with the Engineer(s) of Record to most effectively complete the Special Inspection work being budget consciences at all times and provide owner with a comprehensive fee proposal and rates sheet prior to the start of work and execution of a contract agreement.
- Have read through and willing to execute the draft version of the Special Inspection contract agreement between Owner and Special Inspector; without exceptions unless mutually agreeable. (See Exhibit A included at the end of this document)

Submittal Requirements

1. Cover letter / Statement of interest addressed to Dr. Robert Moore
2. Description of firm's relevant experience with projects of similar size and scope
3. List examples of your firm's specific experience completing projects of similar scope and size on time
4. References and contact numbers from previous representatives of projects completed of similar size and scope and budget
5. Proposed staff and relevant experience, including who the over-all project lead will be and any/all technicians that will be performing investigations, inspections, testing and reporting. Include certifications held by all proposed staff
6. Current work load and anticipated work load for durations given above.

Interested firms are asked to provide Five (5) sets of any materials and one (1) flash drive as part of their Request for Qualifications packet. Submissions are to be received by 4:00 p.m. on February 24th, 2020.

RFQ Submission packet is to not exceed 30 pages (can be single or double sided) and packet should be clearly formatted per the (6) scoring criteria as described below. All pages shall be numbered, and the packet shall be neatly bound. Sealed/packaged RFQ submission packages are to be delivered to the following and the package shall be clearly labeled as:

Addressed to:

Dr. Robert Moore – Superintendent
Stevensville Public Schools
300 Park Street
Stevensville, MT 59870

Package Labeled as:

3rd Party Testing & Special Inspection RFQ Response
Include Firm's name, address, and phone number
Include the RFQ due date

Late Submissions will not be accepted.

Selection Process

Submissions will be assessed by a Stevensville Public Schools appointed committee per the objective / subjective scale outlined below. The District will enter into negotiations with the highest ranked firm. If negotiations are successful, the other firms will be informed immediately. If negotiations are unsuccessful with the highest ranked firm, the negotiations will be terminated and start anew with the second ranked firm, and thus, until a suitable agreement can be reached.

Numerical Evaluations and subsequent selection of written submittals per MCA 18-8-204:

1. Experience with projects of similar size and scope in this region 25%
2. Key team member qualifications and experience 25%
3. Capability to meet time and project budget requirements 20%
4. Local professional resources to be utilized for this effort 20%
5. Recent and current work for Stevensville Public Schools 5%
6. Current and projected workloads 5%

Timeline for review and selection as follows:

Advertisements	2/2/2020 & 2/9/2020
Submission of firm's qualifications due:	4:00 p.m. to District's Business Office February 24 th , 2020
Review RFQ's by the District:	February 25 th , 2020
Unofficial scoring results to respondents:	February 26 th , 2020
Selection:	Board approval on March 10th, 2020 begin negotiations with highest ranked firm

This RFQ shall not commit Stevensville Public Schools to enter into any agreement, to pay any expenses incurred in preparation of any response to this request, or to procure or contract for any supplies, goods or services. The District reserves the right to accept or reject any and all responses received as a result of this RFQ if it is in the Stevensville Public School's best interest to do so.

End of This RFQ

EXHIBIT A

**CONTRACT FOR SERVICES BETWEEN
(SPECIAL INSPECTION FIRM)
AND
STEVENSVILLE PUBLIC SCHOOLS**

CONSTRUCTION MATERIALS INSPECTION AND TESTING SERVICES

THIS AGREEMENT is made at Missoula, Montana, effective this ____ day of _____, 2020, by and between (FIRM/ADDRESS), hereinafter referred to as "Service Provider," and Stevensville Public Schools, of 300 Park Street, Stevensville, Montana 59870, hereinafter referred to as "Owner."

RECITALS

WHEREAS, OWNER issued a formal RFQ for Professional Special Inspection services for school years 2020 through 2021 to assist the District on an as-needed basis on upcoming projects; and

WHEREAS, Service Provider provides construction materials inspection and testing services, ("Professional Services"); and

WHEREAS, OWNER desires to enter into this Agreement based upon Service Provider's representation that Service Provider can provide Professional Services on upcoming building renovations, increased capacity, and building addition projects over the next two years;

NOW THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations hereinafter expressed, the parties to this agreement do hereby agree to the following:

1. SERVICES PROVIDED:

A. Furnish all the labor, equipment and materials, and perform all of the work required to provide Professional Services, on an as-needed basis, for upcoming construction projects related to the Stevensville Public Schools Elementary and High School 2019 Bond Improvements.

B. Professional Services shall be outlined by OWNER, and set forth in the Construction Bid documents provided to Service Provider by OWNER. The scope of the services provided for each project will also be set forth in the Service Provider proposal. In the event of inconsistencies among this Agreement, specific direction and documentation provided by OWNER, and the Service Provider's proposal, the documents shall be given precedence in the following order:

- 1) This Agreement and Exhibit A (fee schedule) or addenda thereto;
- 2) OWNER direction on programming and design development;
- 3) Service Provider's proposal and any addenda thereto;
- 4) RFQ and any addenda thereto.

C. The services provided shall be of a limited scope and service.

2. TERM AND TERMINATION: Services shall commence upon the effective date of this Agreement. The contract may be terminated by either party upon thirty (30) days written notice.

3. SERVICES PERFORMED IN A PROFESSIONAL MANNER: Services shall be performed by Service Provider in accordance with federal and state law and school district policy. Service Provider warrants and represents that its employees possess the licensure and certification and that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Service Provider agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the applicable standards of the profession, and assign employees with the qualifications, training, knowledge, skills, experience and expertise to perform the services

required herein. Service Provider agrees it shall devote such time as is necessary to perform the services required under this Agreement.

4. **COMPENSATION:** OWNER shall compensate Service Provider as set forth in the proposal submitted by the Service Provider for services on each construction project. A detailed invoice must be sent to: OWNER, Attn: Dr. Robert Moore-Superintendent, Stevensville Public Schools, Stevensville, MT 59870. Upon approval, OWNER shall pay the invoice within 30 days of the invoice date.

Service Provider shall be solely responsible for the payment of all other expenses which OWNER is not specifically obligated to reimburse as enumerated in this Agreement. Service Provider shall pay all wages, all applicable federal and state income taxes (including estimated taxes), social security, all applicable federal and state self-employment taxes and all unemployment, workers' compensation premiums, and other payroll taxes of Service Provider. OWNER will not be withholding or making contributions for social security, unemployment compensation, workers' compensation or other payroll or income taxes from the compensation that Service Provider is receiving under this Agreement. If applicable, OWNER will report annual compensation paid to Service Provider to the Internal Revenue Service (i.e., Form 1099) under the following Federal Tax Identification number: (12-3456...OWNER WILL INSERT).

5. **INDEPENDENT SERVICE PROVIDER:** The parties intend that an independent contractor relationship is created by this Agreement and that no employer/employee relationship is created or is intended. This Agreement does not constitute a hiring by either party nor does it constitute a contract of employment. In performing the services, Service Provider shall operate as, and have the status of, an independent contractor and shall not act as or be an agent or employee of OWNER. As an independent contractor, Service Provider shall be required to meet all the responsibilities and obligations required by this Agreement and assumed hereunder and shall be solely responsible for and entitled to exercise its discretion and judgment in determining the means, the manner and method for fulfilling the obligations of this Agreement. Service Provider represents and warrants that it is engaged in an independently established trade, occupation, profession or business.

6. **HOLD HARMLESS AGREEMENT:** Service Provider shall save and hold OWNER harmless from and agrees to indemnify OWNER and its officers, directors and employees against any claims, demands, or liabilities arising out of or related in any manner to the Service Provider's performance of services under this Agreement or failure to perform the terms and conditions of this Agreement, including failure to pay for and maintain any required insurance, whether under workers' compensation laws, or any state or federal law applicable to employees and employers.

OWNER agrees to indemnify and hold harmless Service Provider and its officers, directors and employees against any claims, demands or liabilities made by any OWNER employee based on industrial accident laws, workers' compensation laws or any other state or federal law applicable to employees or employers.

7. **INSURANCE:** Service Provider shall hold or purchase appropriate professional liability insurance coverage for not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Proof of such insurance must be submitted by Service Provider to OWNER upon execution of this Agreement.

Service Provider shall maintain workers' compensation coverage, including Employers Liability coverage at statutory limits. Proof of such coverage as is required by this paragraph shall be submitted by Service Provider to OWNER upon execution of this Agreement. A notice to OWNER of any cancellation thereof shall be immediately provided to OWNER. Failure to provide such coverage and/or notice shall be considered material breach of this Agreement unless Service Provider has applied for and obtained an exemption from coverage from the applicable state workers' compensation authority or agency as

provided in MCA 39-70-401 (2017). Proof of such exemption must be submitted by Service Provider to OWNER upon execution of this Agreement or prior to any cancellation, whichever is applicable.

Service Provider shall maintain Commercial General Liability Insurance, including Premise & Operations Liability, Personal & Advertising Injury, Blanket Contractual Liability and Products & Completed Operations Liability for not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The Service Provider will name OWNER as an Additional Insured on a Primary and Non-Contributory basis including Products/Completed Operations coverage. A Waiver of Subrogation in favor of OWNER is required as well as a per Project Aggregate endorsement.

Service Provide shall maintain a Commercial Automobile Insurance with no less than \$1,000,000 combined single limit for all owned, hired and non-owned autos.

Service Provider will also require all policies be endorsed to give to OWNER a notice of any non-renewal or cancellation within 30 days.

8. **COMPLIANCE**: Service Provider represents that it is not presently suspended or debarred or proposed for suspension or debarment by any government agency or regulatory agency. Service Provider agrees to comply with all federal, state and local statutes, regulations, ordinances and rules as well as any and all OWNER policies and procedures relating, directly or indirectly, to Service Provider's performance hereunder, including but not limited to all applicable laws pertaining to equal employment opportunity and procurement integrity.
9. **ASSIGNMENT**: Service Provider agrees not to assign this agreement or license or permit any other person to participate in this agreement without the prior written consent of OWNER.
10. **WAIVER OF TERMS AND CONDITIONS**: The failure of either party in any one or more instances to enforce one or more of the terms and conditions of this agreement or to exercise any of its rights or privileges, or the waiver of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.
11. **SEVERABILITY**: In the event any provision of this Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of this agreement. Each provision of this agreement will be and is deemed to be separate and severable from each other provision.
12. **EXTENSION AND MODIFICATION**: The parties hereto may extend or otherwise modify the terms of the agreement in whole or in part as circumstances may justify by mutual written agreement. Such modifications may be made in letter form and shall have the same force and effect as a formal addendum or amendment if executed by duly authorized representatives of the parties and attached to this document.
13. **VENUE**: This agreement shall be governed by the laws of the State of Montana. The parties agree that any litigation concerning this agreement will be brought in the Judicial District where OWNER is located.
14. **NOTICES**: Any notice, which either party may or is required to give, shall be given by mailing the same, postage prepaid, to the addresses listed above.
15. **ENTIRE AGREEMENT**: This contract shall constitute the whole agreement between the parties and supersede any prior verbal or written agreement or understanding related to this transaction.
16. **ATTORNEY FEE**: If any legal action or any arbitration or other proceedings is brought for the enforcement of this Agreement, or because of alleged dispute, breach, or default in connection with any

of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney fees incurred in this action or proceeding in addition to any other relief to which he/she or it may be entitled.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the latest date noted below.

SPECIAL INSPECTION FIRM

STEVENSVILLE PUBLIC SCHOOLS

Authorized Signing Authority Date

Dr. Robert Moore Date

EXHIBIT A - FEE SCHEDULE

(TO BE PROVIDED BY THE SUCCESSFUL/AWARDED SPECIAL INSPECTION FIRM)