



INVITATION:
REQUEST FOR PROPOSAL

UTILITY LOCATING SERVICES RFP #PW-20-001

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The City of Spring Hill Kansas is seeking Request for Proposals RFP for:
UTILITY LOCATING SERVICES RFP #PW-20-001

The City of Spring Hill, Kansas appreciates your time and effort in preparing this proposal. Please note that all proposals must be received at the designated location by the deadline shown.

Sealed proposals for **Utility Locating Services** will be received by the City of Spring Hill, Kansas at the office of the City Clerk, 401 N. Madison, P. O. Box 424, Spring Hill, Kansas, 66083, until **10:00 am CST on November 12, 2020**. Any proposal received after the designated closing time will be returned unopened.

All bids shall be submitted in sealed envelopes addressed to the **City of Spring Hill City Clerk** and marked **“UTILITY LOCATING SERVICES RFP #PW -20-001 – DO NOT OPEN UNTIL BID OPENING”**.

The Request for Proposal is on file at the office of the City Clerk. Copies may be obtained at City Hall, 401 N. Madison, Spring Hill, KS, 66083, (913)592-3664, or on the City’s website at www.springhillks.gov.

The City reserves the right to reject any or all submittals in its entirety. If you have any questions about this RFP, please contact Public Works at 913-592-3317.

RETURN BIDS CONTAINING ORIGINAL SIGNATURES

DUE DATE: November 12, 2020 10 AM CST

The enclosed Request for Proposals (RFP) packet and attached SPECIFICATIONS are for your convenience in submitting an offer for the enclosed referenced products, services and/or materials for the City of Spring Hill.

REQUEST FOR PROPOSALS SHALL BE RECEIVED NO LATER THAN: November 12, 2020 10 AM CST

Proposals received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

City’s Right to Reject Proposals

The City reserves the right to reject any or all submittals in its entirety.

INSTRUCTION TO BIDDERS

It is the intent of this RFP to secure a contractor to locate underground utility lines owned by the City of Spring Hill, Kansas. Those utility lines are the City-owned main lines for sanitary sewer, storm sewer, and water lines.

Notice of Award of Bid

A Notice of Award of Bid will be made in writing. At that time the successful applicant will be sent a prepared contract to be executed and submitted to the Governing Body for counter execution of the Contract Documents.

Modifications to Proposals

No oral, verbal or scratched out rewritten modifications of any submitted proposals will be considered. No Facsimile Proposal will be accepted.

Withdrawal of Proposal

Any proposer may withdraw their proposal either personally, by written request, or electronically at any time prior to the time set on the submittal deadline. No proposal may be withdrawn or modified after the time set for the submittal deadline. All proposals must be viable and must be maintained in full force and effect for at least 120 days after the submission date.

Options to Renew

By mutual consent of both parties consideration will be given to awarding up to four (4) extensions of the successful Proposal for Services. Each consideration shall be for a one year extension period.

No later than thirty (30) days prior to the completion date of the term for this Proposal and no earlier than sixty (60) days prior to its completion, the successful contractor shall at their discretion choose to request in writing a service contract extension. This request shall state any cost of doing business increases.

If the City of Spring Hill finds the extension request pricing acceptable and the service provider has performed service well, the City of Spring Hill may issue a letter of acceptance to renew the exact terms of the original proposal but amending the costs per extension request. A new Certificate of Liability Insurance will be required.

Responsibility of Proposal Costs

The Applicant shall be fully responsible for all costs incurred in the development and submission of the proposal or any other costs incurred by the Applicant prior to issuance of an agreement or contract. The City of Spring Hill, Kansas shall not assume any contractual obligation as a result of the issuance of this proposal request, the preparation or submission of a proposal by an Applicant, including the evaluation of proposals or final selection. Applicant(s) shall address all items as specified in this RFP. Failure to address

specified items may disqualify the Applicant from further consideration. Submission of a proposal shall constitute evidence that the Applicant has made all the above-mentioned examinations and is free of any uncertainty with respect to conditions which would affect the execution and completion of locate services.

SCOPE OF WORK

It is the intent of this RFP to secure a contractor to locate underground utility lines owned by the City of Spring Hill, Kansas. Those utility lines are the City-owned main lines for sanitary sewer, storm sewer, and water lines.

Spring Hill Public Works Department will assist the successful company in limited ways but it must be clearly understood that the procurement of locating services is replacing City work forces and the responsibility for locating is solely to be borne by the successful bidder.

The contract locator shall be responsible for responding to utility locate ticket requests generated by Kansas One Call on behalf of Spring Hill Kansas.

1. The contract locator shall:

- The Contractor must be familiar with the Kansas Underground Utility Damage Prevention Act.
- The Contractor must possess all appropriate locating equipment and will inspect/locate facilities within the Standard 48 hour response time.
- The Contractor shall be qualified and experienced to locate underground water, sanitary sewer and stormwater utilities.
- Properly display employee identification and company information on vehicles.
- Possess all equipment for the receipt and printing of Kansas One Call locate tickets.
- The Contractor shall provide marking flags and paint.
- Be proficient in the use of the Kansas One Call Response System. Provide sufficient manpower to meet the deadlines of the Kansas One Call System.

2. The contract locator shall provide a detailed invoice on a monthly basis to accountspayable@springhillks.gov

The invoice shall show each locate request individually priced.

The following ticket classifications are to be anticipated:

1. Standard
2. Emergency
3. Remark and Update

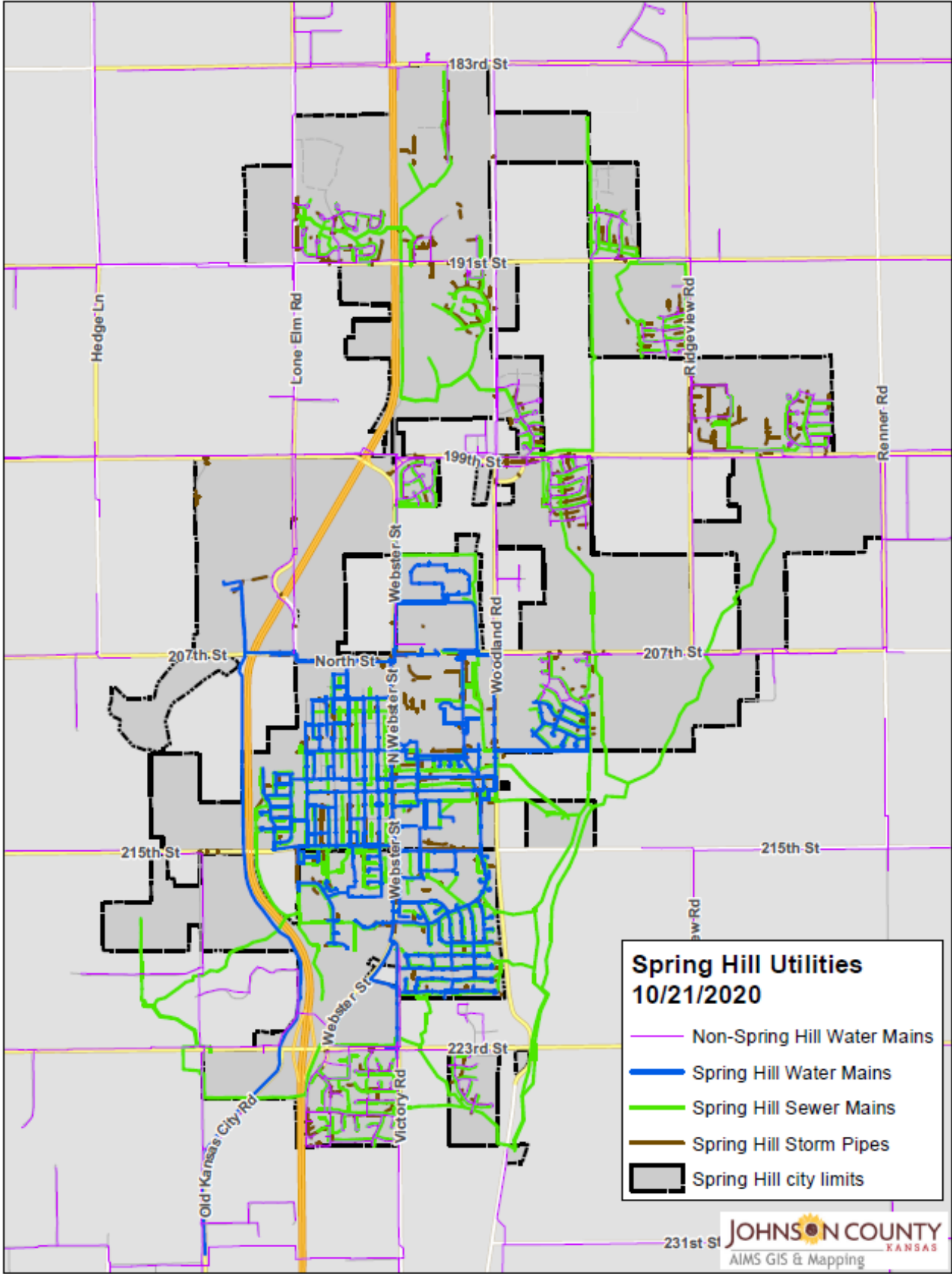
INFRASTRUCTURE OVERVIEW

Sanitary and Storm Sewer and Water Utilities

Spring Hill Kansas is the owner and operator of sewer and water utilities located in an area within its corporate City limits.

Please see EXHIBIT A – MAP of Spring Hill Kansas Corporate City Limits which within its confines displays utility main lines of waterlines, sanitary sewer lines and storm sewer lines.

EXHIBIT A – MAP



Pricing

Please provide individual ticket response pricing utilizing EXHIBIT B – PRICING table. Include any additional pricing discussion or cost proposals in this section.

Please breakdown the costs as follows:

Item	Unit Cost
Per ticket	\$ / each
Emergency request daytime	\$ / each
Emergency request after hours	\$ / each
Project locating (hourly)	\$ / each
Per updated ticket	\$ / each
Locates exceeding one hour billed in 15 minute increments	\$ / each

EXHIBIT B – PRICING

ADDITIONAL INFORMATION IF DESIRED

- a. Applicable company brochures;
- b. Information with regard to allied resources that are deemed advantageous to the success of the project
- c. Other information you may deem relevant and useful to the City in the evaluation of the RFP response.

GENERAL INFORMATION - Company Overview

Provide an overview including the following information about your Company:

1. Company name, date established, number of employees, business address, phone number, fax number, e-mail address;
2. Describe the Company’s organizational structure and breakdown of number of employees by function as relates to locate services and personnel training
3. A brief statement of the Contractor’s background, demonstrating longevity and financial stability;
4. Lines of business conducted by company
5. Identify the proposed project supervisor who would act as principal contact person between the contract locator and the City.

Legal

1. Provide information on any active, pending or recent (within 3 years) legal proceedings in which the company or their subcontractors have been involved relating to locate services.
2. Provide number of “at fault” damages and mis-locates.

Relevance - Project Experience

For similar locate services your company has provided during the past two years please provide three references. Identify any current customers located within or close to Spring Hill Kansas. Please include the following for each reference:

- Customer name and contact information (phone and e-mail if available);
- What specific services did you provide?
- Length of engagement (years/months/special projects).

Subcontractors

If your firm utilizes outside contractor(s) for any part of this response please describe how subcontractors are integrated into the solution:

Name of Company

Address

Responsibility

Equipment and Personnel Information

1. Please list all equipment to be used to locate utility lines. Please list how maximizing accuracy and minimizing the tolerance in locating the City's utility lines will be achieved and using what equipment. Please list the accuracy/tolerance of the equipment being utilized.
2. Explain your company's procedure and policy when a strike (cut) occurs due to out of tolerance markings.
3. Explain what your company does when lines cannot be found.

PROPOSAL SUBMISSION INSTRUCTIONS

The Proposal shall be completed through all pages.

The RFP Response should include (1) Original and (1) electronic copy of your Proposal in PDF or MS Word format. The original proposal should be signed by the person authorized to obligate the company.

The response should be delivered to the following address in a sealed envelope or box labeled: **“UTILITY LOCATING SERVICES RFP #PW-20-001** clearly marked on the outside of the package. ***Emailed or faxed responses are not allowed.*** The proposal package should be delivered to:

RETURN BIDS CONTAINING ORIGINAL SIGNATURES TO: GLENDA GERRITY, CITY CLERK

PLEASE MARK ENVELOPE:

REQUEST FOR PROPOSAL – UTILITY LOCATING SERVICES RFP #PW-20-001 – DO NOT OPEN UNTIL BID OPENING

DUE DATE: November 12, 2020 10 AM CST

City of Spring Hill Kansas

401 N. Madison

P.O. Box 424

Spring Hill, KS 66083-0424

Phone: (913) 592-3664

Fax: (913) 592-5040

www.springhillks.gov

The deadline for accepting RFP responses is **November 12, 2020 10 AM CST** at the above address. Responses received after that time will be returned unopened to the Offeror.

Evaluation of Proposals; Selection Process

The following criteria will be used for evaluating proposals and subsequent selection of a successful Offeror. The City will independently read, review and evaluate each proposal and final selection will be made using the following criteria:

- Demonstrated ability to meet or exceed all requirements of the RFP.
- Credentials and relevant experience.
- Overall accessibility to City staff and ability to provide all required services in a timely manner.
- Compliance with RFP and Contract Terms and Conditions.
- Overall quality and completeness of proposal.
- Cost

Once the City has read each proposal the City will select a specific proposal to be forwarded to the Governing Body at the earliest available regularly scheduled City Council meeting for them to make an award.

Notice of Award of Bid

A Notice of Award of Bid will be made in writing. At that time, the successful applicant will be sent a prepared contract to be executed and submitted to the Governing Body for counter execution of the Contract Documents.

CONTRACT DOCUMENTS SECTIONS

The following provisions shall be included as part of the Agreement entered with the Contractor whose bid is accepted. The following is not meant to be a complete or exclusive list of the provisions that will be in that final Agreement, but is intended to be a listing of some of the provisions that will be included in that final Agreement.

1. **Modifications** - This Agreement or any part thereof may not be modified or amended, except by written agreement of the parties signed by the duly authorized representatives of the parties.
2. **No Waiver** - No omission or delay by either party to this Agreement at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Agreement, shall be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.
3. **Applicable Law and Venue** - This Agreement shall be governed by, construed, and enforced in accordance with the laws of Kansas.
4. **Severability** - If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.
5. **Successors and Assigns** – Neither party shall assign or transfer this Agreement or any of its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall inure to the benefit of the parties and their respective permitted successors and assigns.
6. **Force Majeure** - In the event that performance by either party of any of its obligations or undertakings under this Agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party hereto, whether such occurrence be an act of nature such as lightning, earthquakes, floods or other like causes, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
7. **Incorporation of RFP as Part of Final Contract Document** - The Agreement shall consist of this written Request for Proposal and all appendices or exhibits attached hereto, the Contract, including all general, special or other conditions contained therein, and any addendum to same, all of which shall be referred to collectively as the “**Contract Documents**”. In the event of any conflict between the Request for Proposal and the Contract Documents, the terms and conditions of the Contract shall supersede.
8. **Entire Agreement** - This Agreement, including the Proposal and Contract Documents as set forth herein become the final Contract.
9. **Counterparts** – This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

10. **Legal Authority** - The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Contractor and the City, respectively.
11. **Headings** - The headings of sections throughout this Agreement are intended solely to facilitate reading. Such captions shall not affect the meaning or interpretation of this Agreement.
12. **Effective Date** - This Agreement shall become effective and binding upon the authorized execution by both Parties.
13. **Conflicts of Interest** – Contractor certifies that it is not now engaged in any work, nor will it engage in any subsequent work while this Agreement is in effect that will pose a conflict with the interests of the City relative to the work covered under this Agreement. Contractor shall notify the City of any potential conflicts of interest prior to Contractor undertaking such work. Contractor further agrees not to use any information it receives or any of its work product in any manner contrary to the City’s interests both during the term of this Agreement and thereafter.
14. **Indemnification** - The Contractor shall indemnify, defend and hold harmless the City, its officers, employees, agents, representatives, Mayor, and City Council members from and against all suits, actions, claims, losses and damages of any kind, including but not limited to attorneys’ fees and expenses, brought or asserted on account of any personal injuries, damages, or violations of rights, sustained by any person or entity or with respect to any property, arising out of any intentional, wanton, and/or negligent act or omission by Contractor, its officers, members, employees, agents, representatives, affiliates, subsidiaries, and subcontractors and their respective representatives, agents and employees in the performance of, or failure to perform, the work and services to be provided under this Agreement.
15. **Safety** - The Contractor and its officers, members, employees, agents, representatives, affiliates, subsidiaries, and subcontractors and their respective agents, representatives and employees performing services for the City under this Agreement are required to comply with all applicable Occupational Safety and Health Administration (OSHA) laws, rules and regulations, and all other applicable laws, rules and regulations in performance of the work and services to be provided under this Agreement. The Contractor is responsible for the safety of its officers, members, employees, representatives, agents, affiliates, subsidiaries and subcontractors and their respective agents, representatives and employees, and for the safety of, and prevention of injury and damage to, all persons and property within and around the areas where work and services are provided under this Agreement.
16. **Drug Free Workplace.** During the performance of this contract, Contractor agrees to (i) provide a drug-free workplace for Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor’s workplace.

17. PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

Consultant shall procure and maintain at its sole cost and expense, the following insurance coverage for the duration of the project and for a period of at least two (2) years (five years for professional liability insurance) following termination of this agreement, with minimum acceptable limits as follows:

(1) COMMERCIAL GENERAL LIABILITY

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

Coverage shall be written on ISO occurrence form CG 0001 or equivalent. Endorsements or policy provisions that limit contractual liability are not acceptable. It shall also name City, its officers, officials, employees, and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured, using ISO additional insured endorsement CG 2010, or its equivalent, copies of which are required to be attached to the certificate of insurance.

(2) AUTOMOBILE LIABILITY

\$1,000,000 Per Accident

Coverage shall apply to all owned, hired, and/or non-owned automobiles used in the completion of the work set forth in the contract, using symbol 1. It shall also name City, its officers, officials, employees, and agents as additional insureds

(3) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY

\$100,000 Each Accident

\$500,000 Policy Limit - Disease

\$100,000 Each Employee – Disease

Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage. Firms domiciled outside the state of Kansas must have "other states" coverage in effect.

(4) PROFESSIONAL LIABILITY / ERRORS & OMISSIONS

\$1,000,000 Per Claim

\$2,000,000 Aggregate

This coverage, shall apply to actual or alleged negligent wrongful acts, errors or omissions resulting in claim(s) for damages related to the work involving the operations of Consultant, and/or its sub-Consultant(s) if any are utilized in the completion of the work. If such policy is "claims-made" form, the retroactive date must be shown and must be before the date of the Agreement or the beginning of work set forth in the Agreement. This insurance must be maintained and evidence of insurance must be provided for at least Five (5) years after termination of this Agreement. If coverage is canceled or non-renewed and not replaced with another "claims-made" policy form with a Retroactive Date prior to the Agreement effective date, Consultant must purchase "extended reporting period" (tail) coverage for a minimum period representing at least Five (5) years after termination of this agreement.

(5) WAIVER OF SUBROGATION

Consultant, and in addition, its insurers, through policy endorsement, and to the fullest extent permitted by law, waives all rights against City, its officers, officials, employees, and agents for recovery of damages to the extent that these damages are covered by commercial general liability, business auto liability or workers compensation and employers liability insurance maintained per the requirements stated above.

(6) CERTIFICATE OF INSURANCE

Prior to commencing the work, Consultant shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Consultant's coverages, with minimum Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas. Certificate will evidence the required coverage and endorsements stated above. Should any of the above described policies be cancelled or non-renewed, the City shall first be provided 30 days prior written notice, except 10 days for non-payment of premium. This cancellation provision shall be indicated on the certificate of insurance. City also reserves the right to obtain copies of Consultant's policies to validate coverage in effect if certificates are ambiguous. Annually, Consultant agrees to provide a new/replacement formal certificate of insurance five (5) days prior to the expiration date. If any portion of the work is to be subcontracted, Consultant shall require that the subcontracted Consultant(s) shall comply with the same indemnification agreement terms and be required to provide and maintain all insurance coverages and provisions as stated above, with a formal certificate of insurance acceptable to City evidencing same. Self-Insured retentions must be declared to and approved by City. If consultant is self-insured for any of the above coverages, such self-insurance must be approved by City, which may require written guarantees for payment of self-insured losses and related investigation, administration, and defense costs. And it must provide claims handling procedures acceptable to the City. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Consultant's obligations hereunder. And the fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage. Consultant shall notify City in writing as soon as possible after any occurrence that could potentially lead to any lawsuit and/or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.

18. DISCRIMINATION/OTHER LAWS

A. Kansas Act Against Discrimination: During the performance of this Agreement, the Contractor agrees that:

- (1) Contractor shall observe the provisions of the Kansas Act Against Discrimination ("K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, gender, disability, national origin, ancestry or age;
- (2) in all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;

- (3) if the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City without penalty;
 - (4) if the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, the Contractor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City; and
 - (5) the Contractor shall include the provisions of above subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- B. Kansas Age Discrimination in Employment Act: The Contractor further agrees and acknowledges that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project, and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
- C. Kansas Fairness in Public Construction Contract Act: The parties hereto agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

19. TERMINATION

- A. Notice: City reserves the right to terminate this Agreement for either cause (due to Contractor's failure to substantially perform its obligations hereunder) or for its convenience and without cause or default on the part of Contractor, by providing fifteen (15) days written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall, at City's option as contained in the notice: (1) immediately cease all work and services being provided under this Agreement; or (2) meet with City and, subject to City's approval, determine what work and services shall be required of Contractor in order to bring the work and services to be provided under this Agreement to a reasonable termination in accordance with the request of City. Contractor shall also provide to City copies of all drawings and documents completed or partially completed at the date of termination. If City defaults on its obligations under this Agreement (due to City's failure to substantially perform its obligations under this Agreement), Contractor shall notify City by written notice of its intent to terminate and the City shall have fifteen (15) days from the date of the notice to cure or to submit a plan for cure acceptable to Contractor. In no event may Contractor terminate the contract solely for its convenience without cause.

- B. Compensation for Convenience Termination: If City shall terminate for its convenience as provided herein, City shall compensate Contractor for all work and services to be provided under this Agreement, completed to the date of its receipt of the termination notice and any additional work and services requested by City to bring the Agreement to a reasonable termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- C. Compensation for Cause Termination: If City shall terminate for cause or default on the part of Contractor, City shall compensate Contractor for the reasonable cost of the work and services provided under the Agreement, completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Contractor, including but not limited to its right to sue for damages, interest and attorney's fees.

20. QUALITY OF WORK AND SERVICES PROVIDED BY CONTRACTOR UNDER AGREEMENT.

All work and services provided by Contractor under the Agreement shall be performed in a timely and workmanlike manner.

Contractor's Proposal amount for all work and services mentioned in the Request for Proposal, Utility Locating Services RFP #PW-20-001 are shown in attached **EXHIBIT B - PRICING** that has been completed by Contractor.

Contractor: _____

By: _____

Capacity: _____

Dated: _____, 2020

Address for giving notices:

Phone: _____

Fax: _____

Email: _____