

Section 1

Introduction

**REQUEST FOR QUALIFICATIONS
FOR
PROFESSIONAL SERVICES
FOR
BIRCHWOOD AND SUMMIT LANDFILL
GROUNDWATER SAMPLING, MONITORING, AND REPORTING
CONTRACT NO. C-16-001-101
CITY OF CHATTANOOGA, TENNESSEE
(02-23-16)**

1.0 INTRODUCTION

1.1 BACKGROUND

The City of Chattanooga (City) is requesting qualifications (RFQ) from qualified Consultant/Contractors for the purpose of selecting Consultant/Contractors with which to negotiate an Agreement for Professional Services for **BIRCHWOOD AND SUMMIT LANDFILL GROUNDWATER SAMPLING, MONITORING, AND REPORTING, CONTRACT NO. C-16-001-101.**

1.2 PURPOSE OF RFQ

The purpose of this RFQ is to select a consultant who can initiate the landfill groundwater sampling, monitoring, and reporting services contained herein within 30 days after award of the contract.

Award of professional services contracts for this project is subject to the availability of funding.

Section 2

Instructions for RFQ

2.0 **INSTRUCTIONS FOR RFQ**

2.1 **GENERAL**

Seven (7) bound copies, one (1) unbound original copy, and electronic copy in Word format of the RFQ shall be submitted. The RFQ response for the landfill groundwater sampling, monitoring, and reporting services will be limited to a maximum of **8 pages** front and back.

All RFQs shall be submitted in a sealed envelope or box marked **“REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES FOR BIRCHWOOD AND SUMMIT LANDFILL GROUNDWATER SAMPLING, MONITORING, AND REPORTING, C-16-001-101.”** The original and copies of the RFQ shall be indexed with tabs for each section of the RFQ. All RFQs shall be submitted no later than **4:00 p.m. EDT, on Thursday, March 24, 2016** to the attention of:

City of Chattanooga
bidinfo@chattanooga.gov
Purchasing Department
101 E. 11th Street, Suite G13
Chattanooga, TN 37402
Phone: (423) 643-7230
Fax: (423) 643-7244

NOTE: *RFQ responses shall address only the information requested in the RFQ. The City is not interested in “fluff or filler”. It is interested in the resumes of the people that will be working on the project and description of similar projects that they have worked on singularly or together. Resumes of others who will not be working on the project or project descriptions that are not recent or not relevant to the RFQ projects are not wanted.*

2.2 **QUALIFICATIONS WITHDRAWAL PROCEDURE**

RFQs may be withdrawn up until the date and time set above for opening of RFQs. Any RFQ not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to provide the services set forth in the RFQ or until one of the RFQs has been accepted and a contract has been executed between the City and the successful RFQ.

2.3 **RESERVATION OF CITY RIGHTS**

- A. **Award of professional services contracts for this project is subject to the availability of funding.**
- B. The City reserves the right to request clarification of information submitted and to request additional information of one (1) or more RFQs.
- C. The City reserves the right to negotiate the Agreement/Contract for this project with the next most qualified finalist if the successful finalist does not execute an Agreement within fifteen (15) days after submission of an Agreement to such

offeror. The City reserves the right to negotiate all elements of work that comprise the selected RFQ.

- D. The City reserves the right, after opening the RFQs or at any other point during the selection process, to reject any or all RFQs, modify or postpone the proposed project, evaluate any alternatives offered or accept the RFQ that, in the City's sole judgment, is in its best interest.
- E. The City reserves the right to terminate the Agreement/Contract if the Consultant/Contractor fails to perform the work described herein upon giving the Consultant/Contractor a 30 (thirty) day written notice of the intention to do so.

2.4 PRE- RFQ CONFERENCE

A Pre-RFQ Conference will not be held because of the short response time.

2.5 FACILITY VISIT

No formal site visits are scheduled because of the short response time.

2.6 ADDITIONAL REQUESTS FOR INFORMATION

RFQ is considered to be self-explanatory and should not require any additional requests for information.

All contacts shall be made through the following:

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bidinfo@chattanooga.gov
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Chattanooga, TN 37402
Phone: (423) 643-7230
Fax: (423) 643-7244

The City specifically requests that any contact concerning this RFQ to be made exclusively with the **PURCHASING AGENT or his/her designee** until selection has been completed. Failure to honor this request will be negatively viewed in the selection process.

2.7 AFFIRMATIVE ACTION PLAN

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay

or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

During the term of this contract, the Contractor upon request of the City will make available for inspection by the City of Chattanooga copies of all payroll records, personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

Section 3

RFQ Contents

3.0 Brief Description of BIRCHWOOD AND SUMMIT LANDFILL GROUNDWATER SAMPLING, MONITORING, AND REPORTING services.

Award of professional services contracts for this project is subject to the availability of funding.

A. The following is a brief description of the landfill groundwater sampling, monitoring, and reporting services that will be considered in this RFQ:

1. Project Name:
Landfill Groundwater Sampling, Monitoring, and Reporting
2. Location of Projects:
 - a. City Landfill on Birchwood Pike
 - b. Summit Landfill
3. Description:
The Consultant/Contractor will perform groundwater sampling, monitoring, perform data analysis, and prepare required reports and related documents as required by the TDEC's Division of Solids Waste Management and/or Division of Remediation as described herein.

3.1 GENERAL INFORMATION

The RFQ shall provide the following general information:

- A. Identify the name, address, telephone, and facsimile numbers of the Consultant/Contractor and the principal contact person.
- B. Identify the type of firm or organization (corporation, partnership, joint venture, etc.) and describe the entity that will serve as the contracting party.
- C. Provide the history, ownership, organization, and background of the Consultant/Contractor. Please limit it to one (1) page. City will request additional information if warranted.
- D. Briefly describe Consultant/Contractor Project Team staff capabilities and numbers of staff in office location where Consultant/Contractor Project Team will be based.
- E. If work is to be performed by a joint venture or other similar business arrangement, provide the following additional information:
 1. Submit a project organization chart showing project team members and their office location.
 2. RFQs shall identify the portions of the work that will be undertaken directly by the Consultant and what portions of the work will be subcontracted. At a minimum, RFQs must identify the parties that will undertake the various roles for the various phases.

3. Describe the proposed contractual relationships between the Consultant/Contractor and all major partners and Subcontractors relative to the various phases of the project.
 4. Describe the history of the relationships among the Consultant/Contractor Project Team members, including a description of past working relationships.
 5. Provide the history, ownership, organization, and background of each of the Joint venture Consultant/Contractors.
 6. Names of partners, and company officers who own 10 percent or more of the shares.
 7. If the Consultant/Contractor or joint venture is a subsidiary of a parent company, state when the subsidiary was formed and its place in the corporate structure of the parent company. If a subsidiary is newly created for the purposes of responding to this RFQ, the reasons for this action must be fully disclosed.
- F. Identify any relevant lawsuits or litigation, permit violations, and contract disputes for other similar projects developed by the Consultant/Contractor.

3.2 QUALIFICATIONS AND EXPERIENCE

The Consultant/Contractor shall provide the following regarding technical qualifications and experience dealing with the various public works projects described herein.

A. General Experience

Provide a summary of the experience of the Consultant/Contractor Project Team working together for the landfill groundwater sampling, monitoring, and reporting services project Include current work assignments and available capacity to perform the Specific Project. Please limit it to one (1) page. City will request additional information if warranted.

B. Project Team Members Experience

Provide resumes of the three (3) key members Consultant/Contractor Project Team including the Project Manager and two (2) key technical personnel that are to be used for landfill groundwater sampling, monitoring, and reporting services project as applicable to their RFQ. Resumes of the three (3) key Consultant team members should include information on professional registrations and certifications of each team member. Resumes shall include at least one Professional Geologist and one Professional Engineer registered in Tennessee. Please limit it to one (1) page per team member. City will request additional information if warranted.

C. Previous Experience With Similar Projects

Provide a list of the most recent three (3) projects that the Consultant Project Team has worked on together or singularly.

Include name of each project, description of each project, location of each project, dates and times work was performed, name of Project Manager, Project Team member involved; and name, address and phone number of owner and/or contact person familiar with the project. Please limit it to one (1) page per project. City will request additional information if warranted.

3.3 PROPOSAL SCOPES OF WORK

A. General Scope of Work

1. The Consultant/Contractor shall describe in detail at the time of negotiation of the Contract for the landfill groundwater sampling, monitoring, and reporting services its overall approach that will be used by its Project Team to perform the scope of work described herein for the development of the landfill groundwater sampling, monitoring, and reporting services for the City.

NOTE: This detailed approach is not required as a part of this response to this RFQ.

2. The Consultant/Contractor shall provide all labor, benefits, equipment, materials, fuel, utilities, insurance, out-of-pocket expenses, and other related services required in connection with performing landfill groundwater sampling, monitoring, and reporting services
3. The Consultant/Contractor shall obtain all necessary permits and approvals from all federal, state, and local regulatory agencies related to development of landfill groundwater sampling, monitoring, and reporting services as required. Furnish copies of all required permits and approvals to the City.
4. The Consultant/Contractor shall provide and submit reports and certifications as required by all applicable EPA and/or State regulations of development of the landfill groundwater sampling, monitoring, and reporting services. Furnish a copy of all required reports to the City in a timely manner.
5. The Consultant/Contractor shall coordinate its work with the operating schedule of the City as required.
6. The Consultant/Contractor shall conduct the work for the landfill groundwater sampling, monitoring, and reporting services in compliance with all applicable federal, state, and local laws, regulations, permits, and approvals.
7. The Consultant/Contractor shall provide adequate supervision and technical and managerial oversight of the Consultant/Contractor's employees, subcontractors, and agent.
8. The Consultant/Contractor shall preserve all groundwater samples collected as a part of the landfill groundwater sampling, monitoring, and reporting services described herein in accordance with all applicable and accepted laboratory standards and methods. All preserved samples shall be transported to the City's Moccasin Bend WWTP laboratory for analysis located at 455 Moccasin Bend Road, Chattanooga, TN 37405.

B. Specific Scope of Work

The specific scope of work for this project will generally follow the outline below but will be subject to negotiation between the City and Consultant/Contractor.

The Consultant/Contractor will perform the following services for calendar year 2016:

- a. City Landfill on Birchwood Pike
 - 1) Perform semi-annual groundwater monitoring events typically in April and October of each year.
 - 2) Area 2 – 3 wells, depth ranging from 175-250 ft.
 - 3) Area 3 – 5 wells, depth ranging from 166 to 200 ft.
 - 4) Prepare monitoring reports for submittal in as required by regulatory agency to TDEC- DSWM and/or DR
 - 5) Install one (1) additional ground watering monitoring well up to 200 feet deep each year to replace existing wells if needed.
- b. Summit Landfill
 - 1) Perform quarterly groundwater monitoring events typically in January, April, July, and October of each year.
 - 2) 11 wells, depth ranging from 42-140 ft.
 - 3) Prepare monitoring reports for submittal in as required by regulatory agency to TDEC- DSWM and/or DR in timely manner.

3.4 CITY SUPPLIED SERVICES

The City will provide the following services and information as required for the landfill groundwater sampling, monitoring, and reporting services

- A. The City will provide the Consultant/Contractor copies of all current and necessary permits and approvals from all federal, state, and local regulatory agencies. These include air quality, water quality, storm water quality, solid waste, special wastes, and other regulatory permits that may be required.
- B. The City will provide the Consultant/Contractor copies of all available landfill reports related to landfill planning as required.
- D. The City will provide the Consultant/Contractor the most up-to-date GIS data available for all landfill components as required.
- F. The City will provide the Consultant/Contractor access to all of its landfill sites as requested.
- G. The City will coordinate and facilitate meetings or the exchange of information between any other interested parties that may also prospectively participate in the work.
- H. The City will provide the Consultant/Contractor access to all available plans and specifications for its landfills as required
- I. The City will provide the Consultant/Contractor with documentation of existing O&M procedures related to the operation of the sewer system and/or landfills that

may related to the landfill groundwater sampling, monitoring, and reporting services as required.

- J. The City will provide the Consultant/Contractor with documentation of existing landfill O&M, production, and gas production data related to the operation of the landfills that may related to the landfill groundwater sampling, monitoring, and reporting services as required.
- K. The City will designate a project coordinator to be the liaison between the Consultant Consultant/Contractor and the City for the landfill groundwater sampling, monitoring, and reporting services.
- L. The City will provide all sample bottles and laboratory testing services associated with the landfill ground water sampling and monitoring described herein.

3.5 FINANCIAL RESOURCES (NOT REQUIRED)

3.6 TERMS AND CONDITIONS

The terms and conditions shall be those addressed in the City standard engineering contract/agreement unless otherwise listed below.

[http://www.chattanooga.gov/Public Works/70 SOPs.htm](http://www.chattanooga.gov/Public_Works/70_SOPs.htm)

- A. Except for information and data that is protected under law as confidential, all reports, permits, applications, etc. filed in connection with the work will be available for public inspection.
- B. Representatives of the City, EPA, and State shall have access at reasonable times to the site(s) of the Consultant/Contractor's operations for the purposes of conducting inspections, or reviewing or copying records related to the work for the landfill groundwater sampling, monitoring, and reporting services described herein.
- C. All records and documentation pertaining to the Consultant/Contractor shall be maintained for a period of five (5) years following expiration or termination of the Agreement.
- D. The City shall retain ownership of all data and records collected related to the work for the landfill groundwater sampling, monitoring, and reporting services described herein.
- E. The City's Audit Provisions shall be applicable to the Agreement:
 - 1. The City or its assign may audit all financial and related records (including digital) associated with the terms of the contract or agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Consultant/Contractor. The City may further audit any Consultant/Contractor records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement) or to identify conflicts of interest.
 - 2. The Consultant/Contractor shall at all times during the term of the contract or agreement and for a period of five (5) years after the end of the contract,

keep and maintain records of the work performed pursuant to this Contract or Agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Consultant/Contractor. Documents shall be maintained by the Consultant necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. The Consultant/Contractor shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.

3. The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the Consultant/Contractor and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of the Consultant/Contractor's obligations to the City.
4. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City unless the audit identifies significant findings that would benefit the City. The Consultant/Contractor shall reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.
5. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

3.7 ALTERNATE APPROACHES

This RFQ describes the City's current approach for project development and consultants are encouraged to prepare their project approach when required accordingly. However, alternate approaches will be considered, provided the Consultant/Contractor can demonstrate benefits to the City. Alternate approaches may be mentioned briefly in the Consultant/Contractor's submittal. NOTE: Alternate approaches are not required as a part of this response to this RFQ.

3.8 LENGTH OF CONTRACT

The length of the Contract for the related scope of work for the landfill groundwater sampling, monitoring, and reporting services for Birchwood and Summit as described herein shall be for a one (1) year term, with up to four (4) one year renewal extensions for a total of five (5) years, unless otherwise approved by the City.

Section 4

Review and Evaluation of RFQs

4.0 REVIEW AND EVALUATION OF RFQs

4.1 REVIEW COMMITTEE

A review committee consisting of individuals selected by the City will receive and review all RFQs submitted. The City, in its sole judgment, will decide if a RFQ is viable.

4.2 FORMAL PRESENTATIONS

Because of the short time allowed for this selection process, it is anticipated that no formal presentations will be requested by the City.

4.3 SELECTION CRITERIA

Selection of Consultant/Contractor for contract/agreement negotiation will be based on an objective evaluation of the following criteria:

- A. Experience and capabilities of the Consultant/Contractor for the landfill groundwater sampling, monitoring, and reporting services.
- B. Experience with performing similar Projects.
- C. Organization of Consultant/Contractor Project Team proposed for Project (including location of personnel)
- D. Available resources for the landfill groundwater sampling, monitoring, and reporting services.
- E. Demonstrated ability to meet schedule for similar Projects
- F. Demonstrated ability to meet budget for similar Projects

4.4 SELECTION OF FINALIST

After the review of the RFQs by the Review Committee, the City may, at its sole option, elect to reject all RFQs or elect to pursue the projects further.

In the event that the City decides to pursue the project(s) further, the Review Committee will provide a list the top three (3) finalists to the City's Professional Services Committee.

The Professional Services Committee will select the finalist to negotiate an Agreement or Contract.