

**Request for Qualifications
Professional Services for**

**On-Call Blanket Contract(s) for
Resident Project Representative (RPR)
Services
Contract No. E-16-001**

City of Chattanooga, Tennessee

March 2016



Section 1

Introduction

**REQUEST FOR PROPOSALS
FOR
On-Call Blanket Contract(s) for
RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES
Contract No. E-16-001**

**CITY OF CHATTANOOGA, TENNESSEE
(3/31/16)**

1.0 INTRODUCTION

1.1 BACKGROUND

A. GENERAL

The City of Chattanooga (City) is requesting proposals (RFQ) from qualified Consultant/Contractors for the purpose of selecting a Consultant/Contractor(s) from those who submitted Letters of Interest with which to negotiate an Agreement for the On-Call Blanket Contract(s) for Resident Project Representative (RPR) Services.

1.2 PURPOSE OF RFQ

A. GENERAL

This RFQ results from the City's desire to select Consultant/Contractor(s) to perform the Resident Project Representative (RPR) Services for On-Call Blanket Contract(s).

B. OBJECTIVE OF RFQ

Public Works Engineering as the Construction Administration branch for most all of the City Departments, is interested in establishing On-Call Blanket Contract(s) with multiple providers, so that when additional resources are needed to cover the array and magnitude of the differing construction projects above and beyond what the current staff can readily oversee in the field, that one of the multiple providers can be On-Call to negotiate a contract for the individual projects.

Section 2

Instructions for RFQ

2.0 INSTRUCTIONS FOR RFQ

2.1 GENERAL

Seven (7) bound copies, one (1) unbound original copy, and an electronic copy in Word format of the RFQ shall be submitted. The RFQ will be limited to **30 pages** excluding the resumes of key project personnel requested.

All RFQs shall be submitted in a sealed envelope or box marked **On-Call Blanket Contract(s) for RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES, Contract No. E-16-001, "City of Chattanooga, Tennessee."** 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, April 28, 2016** to the attention of:

City of Chattanooga
Debbie Talley
Purchasing Department
101 E. 11th Street, Suite G13
Chattanooga, TN 37402
Phone: (423) 643-7239
FAX: (423) 643-7244
Email: talley_deb@chattanooga.gov

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 projects and descriptions of similar projects that they have worked on singularly or together. Resumes of others who will not be working on the projects or projects descriptions that are not recent or not relevant to the RFQ are not wanted.*

RFQ 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 submitter.

On-Call Blanket Contract(s) for Resident Project Representative (RPR) Services.

2.2 RESERVATION OF CITY RIGHTS

- A. The City reserves the right to request clarification of information submitted and to request additional information of one (1) or more RFQs.
- B. The City reserves the right to negotiate the Agreement(s)/Contract(s) for the On-Call Blanket Contract(s) for Resident Project Representative (RPR) Services with multiple qualified finalists. If any of the successful finalists does not execute an Agreement/Contract within five (5) days after submission of an Agreement to such offeror(s), The City reserves the right to select other qualified finalists from

the RFQ process in which to execute Agreements/Contracts. The City reserves the right to negotiate all elements of work that comprise the selected RFQ.

- C. 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 projects, evaluate any alternatives offered or accept the RFQ that, in the City's sole judgment, is in its best interest.
- D. The City reserves the right to terminate the Agreement(s) if the Consultant/Contractor fails to commence the work described herein upon giving the Consultant/Contractor a 15 (fifteen) day written Notice of Intent.

2.4 PRE- RFQ CONFERENCE (Not Required)

2.5 FACILITY VISIT (Not Required)

2.6 ADDITIONAL REQUESTS FOR INFORMATION

Any additional requests for information must be directed in writing to the City by **4:00 p.m. EDT, on Thursday, April 14, 2016**. The requests will be addressed to the fullest extent possible by the City in writing and sent to each responder to the RFQ, as well posted to the City Bid and Solicitation website thru an addendum, by **end of day on Tuesday, April 19, 2016**. After that time, no further requests for information will be received or responded to.

Requests for information or clarification shall be sent to:

City of Chattanooga
Debbie Talley
Purchasing Department
101 E. 11th Street, Suite G13
Chattanooga, TN 37402
Phone: (423) 643-7239
FAX: (423) 643-7244
Email: talley_deb@chattanooga.gov

The City specifically requests that any contact concerning this RFQ be made exclusively with the **Public Works Engineer or his 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 is an equal opportunity employer and during the performance of this Contract, the Consultant/Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Consultant/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Consultant/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 Consultant/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 Consultant/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant/Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Consultant/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 Consultant/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 \$25,000 to be performed for the City, any Consultant/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 Consultant/Contractor's goals for minority and women utilization as a percentage of the work force on these projects.
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 these projects. This plan, or attachment thereto, shall further describe the methods by which the Consultant/Contractor and/or subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

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

Section 3

RFQ Contents

3.1 GENERAL INFORMATION

The Proposal 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. Submit a plan of action of how the Consultant/Contractor would approach the overall On-Call Blanket Agreement/Contract and then manage the individual projects that they may be called on to provide the RPR services for.
- D. Submit a project organization chart.
- E. RFQ shall identify the portions of the work that will be undertaken directly by the Consultant/Contractor and what portions of the work will be subcontracted. At a minimum, RFQs must identify the lead parties that will undertake the various roles for the various phases.
- F. Describe the proposed contractual relationships between the Consultant/Contractor and all major partners and subcontractors relative to the various phases of the projects.
- G. Describe the history of the relationships among the Project Team members, including a description of past working relationships.
- H. Provide the history, ownership, organization, and background of the Consultant/Contractor. If the Consultant/Contractor is a joint venture, the required information must be submitted for each member of the joint venture firm. Include the following:
 - 1. Names of partners, and company officers who own 10 percent or more of the shares;
 - 2. 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; and
 - 3. Identify any lawsuits or litigation, permit violations, and/or contract disputes for other projects by the Consultant/Contractor.

3.2 QUALIFICATIONS AND EXPERIENCE

A. Major Construction Designations

- 1. As part of this RFQ there are five (5) major construction designations for which services are requested for.

- a. **Heavy Civil Projects** – projects in this category include Waste Water Treatment Facilities, such as plant rehabilitation projects, pump station rehabilitation, etc.
 - b. **Linear Infrastructure Projects** – projects in this category include New and Rehabilitation Projects for Sanitary Sewer Lines and Storm Drainage Lines, such as open trench replacement and/or new line extensions, CIPP rehabilitation, pipe bursting, mechanical boring and/or tunneling, etc.
 - c. **Municipal Building Projects** – projects in this category include new building structures, rehabilitation of existing structures, along with demolition of structures. Respondents in this category shall have experience in all disciplines of the building industry, to include but not limited to, structural; concrete, steel and wood, plumbing, electrical, HVAC, roofing, etc.
 - d. **Park Projects** – projects in this category may include New and/or Rehabilitation Projects of Parks, to include but not limited to Park Trails, Paths, Walkways, Playgrounds, Restroom Facilities, Pavilions, ADA Compliance, etc.
 - e. **Green Infrastructure and/or Stream Restoration Projects** – projects in this category include New and/or Retrofit Projects, to include but not limited to Bio-swales, Road Side Bump Outs, Stormwater Planters, Green Roofs, Pervious Pavement Systems, Rain Gardens, Riparian Zone Restoration, Constructed Wetlands, Channel Modifications, Step Pools, Engineered Log Jams, etc.
2. The respondent should denote within their response which of the five (5) construction designations that they are interested in. Responses may include all construction designations or any number of the five (5). Respondents shall provide information relative to qualifications for all of the categories for which they are responding.

The Consultant/Contractor shall provide the following regarding technical qualifications and experience dealing with the On-Call Blanket Contract for Resident Project Representative (RPR) Services.

A. General Experience

Provide a summary of the experience of the Consultant/Contractor's Project Team working together for the RPR Services.

B. Project Team Members Experience

Provide resumes of the Consultant/Contractor's Project Team including the all key technical personnel that will be used for the RPR Services. Resumes should include information on professional registrations and certifications of each team member.

C. Previous Experience With Similar Projects

Provide a list of three (3) to five (5) RPR Service project(s) or similar type project(s) the Consultant/Contractor's Project Team has worked on together or singularly for each of the five (5) major construction designations they are submitting for. Include name of each project, description of each project, location of each project, dates and times work was performed, and name, address and phone number of owner and/or contact person.

3.3 PROPOSAL SCOPES OF WORK

A. General Scope of Work

1. The Consultant/Contractor shall describe in detail its overall approach that will be used by its Project Team to perform the scope of work described herein for the On-Call Blanket Contract for Resident Project Representative (RPR) Services.
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 the On-Call Blanket Contract for Resident Project Representative (RPR) Services.
3. The Consultant/Contractor shall obtain all necessary permits and approvals from all federal, state, and local regulatory agencies related to the On-Call Blanket Contract for Resident Project Representative (RPR) Services. Furnish copies of all required permits and approvals to the City.
4. The Consultant/Contractor shall provide and submit separate reports and certifications as required by all applicable Federal and/or State regulations in regards to the construction of the On-Call Blanket Contract for Resident Project Representative (RPR) Services. Furnish a copy of all required separate reports to the City in a timely manner.
5. The Consultant/Contractor shall coordinate its work with the General Contractor for the construction projects.
6. The Consultant/Contractor shall conduct the work for the On-Call Blanket Contract for Resident Project Representative (RPR) Service 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 agents.

B. Specific Scope of Work

1. The Consultant/Contractor shall provide services during the construction phase of the projects on an as needed basis to be determined on a project by project basis. Projects may be full time representation or part time as to be determined by the City, on a project by project basis.

2. The Consultant/Contractor shall provide services during the Construction process of the project(s) to include but not limited to the following.
 - a. Preparation and attendance for the Preconstruction Conferences, by reviewing the plans and specifications, and visiting the proposed construction site.
 - b. The RPR shall monitor the work on a daily basis or as determined by B.1 above, to determine if the project is being built to the plans and specifications. Such items may include but not limited to as follows:
 - i. The construction stakes to determine if line and grade appear to be correct.
 - ii. The construction stakes to determine if widths and/or depths appear to be correct.
 - iii. The construction stakes to determine if building corners appear to be correct.
 - iv. Verification of materials being used. That they are in accordance with the specifications and/or approved submittals.
 - v. Measurements of widths of trench to be in accordance with Standard Drawings.
 - vi. Measurements of depth of material layers are in compliance with specifications, such as thicknesses of lifts specified for placement for compaction.
 - vii. Measurements and placement of reinforcing steel in cast-in-place structures to insure the proper center to center measurements, bar diameters, overlap length and number of bars placed in accordance with the plans.
 - viii. Observation of placement of concrete material, as to compliance with specifications for placement with, chutes, pumps, vibrators, etc. Also to include monitoring of the testing technicians and their equipment as they perform their testing for slump, air content, add mixtures, addition of water at site, etc. and for the concrete provider for working gauges, etc. RPR shall require additional testing if the material is tampered with once the test are performed. Example, if the finishers add water to the load after the material is tested.
 - ix. RPR shall review truck tickets to determine the time the material has been in the truck and that it is in accordance with specifications. If the material does not meet the requirements for time in truck, air content, slump, design strength, etc. the RPR shall reject the material and send it back to the plant.
 - x. Measurement of items such as trench rock and/or excavated rock for the roadway, so as to determine the volume for pay calculations.
 - xi. Placement of asphaltic material that layers are in the thickness per the plans, that they meet the specified asphalt mixture, temperature of the material coming out of the truck and being placed, air and ground temps during cold weather, placement of prime and tack coats, etc. If the material does not meet the specification the inspector shall reject the load and send it back to the plant.

- xii. RPR shall visually observe items such as concrete pipe to insure that the bell and spigot haven't been damaged during delivery, if so reject and send back to plant. In addition monitor to make sure contractor doesn't damage pipe during unloading and/or during installation. In this case the RPR shall mark the pipe as rejected and it should be used as cut pieces or culled.
- xiii. RPR shall visually observe Items such as PVC pipes for conduits, irrigation lines, water lines, sewer lines, etc. shall all be new pipes that are not overly exposed to UV rays, have not been crushed, pinched, punctured or any other damage either during shipment, unloading and/or placement, and if so then shall be rejected and returned and/or marked rejected and not used.
- xiv. RPR shall observe the installation of sanitary sewer lines to ensure proper installation. Then later shall be present when the pipes are pressure tested, deflection tested, and videoed to determine proper installation. See Section 2-15064-B Polyvinyl Chloride (PVC) Sewer and Service Pipe, Section 2-15062 Ductile Iron Piping and Ductile Iron and Cast Iron Fittings, or other pipe material so specified. In addition, all manholes shall be visually inspected during installation, and vacuum tested to insure air tightness. Failure of any of these tests shall require rejection of the line and/or manholes and corrections made. See Section 2-02560 Manholes.
- xv. RPR shall review all test results to determine if the material failed in strength, compaction, etc. Inspector shall know the location of the tested material in the case it is determined that it should be removed.
- xvi. RPR shall measure the unit quantities for bid item to determine the quantities for the monthly pay request.
- xvii. RPR shall also keep up with all stored material, so that it gets properly quantified as it is moved from stored material to the unit pay item.
- xviii. The RPR shall keep daily logs for the project to include weather data, work performed that day, equipment used and idled, manpower of the contractor, subcontractors, utility company employees and/or subcontractors, etc.
- xix. **Other responsibilities may be required as determined by the specific project requirements of the five (5) construction designations, and to be determined on a project by project basis.**

3.4 City Supplied Services

The City will provide the following as a part of the projects:

- A. The City will provide a project manager as the single point of contact for each project, who will be the responsible party for the City.

3.4 Financial Resources

The Consultant/Contractor shall provide documentation that the firm is of sound financial standing and have the financial ability to work in the capacity of RPR Services.

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-files/StandardEngineeringAgreementr7.pdf>

- 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. City 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 Blanket Contract for Resident Project Representative (RPR) Services.
- 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. Audit Provisions
 1. The City or its assignee 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/or 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/Contractor 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 (Not Required)

3.8 LENGTH OF CONTRACT

The length of the contract shall be as follows:

- A. Construction Services – One year blanket and up to 3 additional years for a total of 4 year term, to be renewed annually.
- B. Actual Construction Project time durations will vary depending upon the specific projects.

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 shall receive and review all RFQs submitted. The City, in its sole judgment, shall decide if a RFQ is viable.

4.2 FORMAL PRESENTATIONS

After reviewing each RFQ submittal, the City may prepare a short list of up to three (3) qualified firms for formal presentations. The City reserves the right to invite more or less than this number if the quality of the RFQs so merits, or not to prepare a short list and require formal presentations.

4.3

SELECTION CRITERIA

Selection of Consultant/Contractor for formal presentations and the one (1) or contract/agreement negotiation will be based on an objective evaluation of the following criteria:

- A. Past experience in the required disciplines with City.
- B. Qualification and availability of staff.
- C. Demonstrated ability to meet schedules without compromising sound engineering practice.
- D. Evaluations on prior City projects, if available.
- E. Size of previous projects.
- F. Amount of work currently under contract with City.
- G. Whether the consultant can perform the work efficiently without compromising sound engineering practice.
- H. Other factors approved by the City Public Works Engineer.
- I. Evaluation proceedings shall be conducted within the established guidelines regarding equal employment opportunity and discriminatory action based upon the grounds of race, color, sex, creed, or national origin.

4.4 SELECTION OF FINALIST

After the review of the RFQs by the Review Committee and possibly formal presentations, 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 projects further, the City will select the highest ranked finalist to negotiate an Agreement

