

**Request for Qualifications
For**

**Professional Services
For
Continuing
Geoenvironmental
And
Construction Materials
Testing Services**

E-16-007-301

City of Chattanooga, Tennessee

October 2016



Section 1

Introduction

**REQUEST FOR QUALIFICATIONS
FOR
CONTINUING GEOENVIRONMENTAL CONSULTING AND
CONSTRUCTION MATERIALS TESTING SERVICES
CONTRACT NO. E-16-007-301
CITY OF CHATTANOOGA, TENNESSEE
(10-15-16)**

1.0 INTRODUCTION

1.1 BACKGROUND

The City of Chattanooga undertakes construction of a variety of projects of differing size and scope during any given year. These projects may be built by the City's own construction crews available through City Wide Services, or they may be built by outside contractors selected by the competitive bid process. Whichever way the construction occurs, many of these projects consist of many common elements such as site selection, site preparation, preparation of Phase I and Phase II Environmental Assessment Reports, the placement of concrete, asphalt and other materials, as well as a variety of other elements. The City relies on existing Geotechnical and Geoenvironmental firms to assist with tasks related to these elements of construction. In recent years, the number of pre-qualified and pre-selected firms has been reduced to just two, which the City feels is insufficient for the quantity of work the City is expected to perform in the coming year.

1.2 PURPOSE OF RFQ

This RFQ results from the City's desire to pre-qualify and pre-select up to four Consultants to perform Geoenvironmental Consulting and Construction Materials Testing Services. These services will be performed for various construction projects to be begun during the year 2017, with each project being contracted for individually on a rotating basis by one of the pre-qualified and pre-selected firms.

The City reserves the right to extend this agreement for an additional three (3) years, in single year increments. The City also reserves the right to terminate this agreement at the end of any single year, and thereafter either pursue pre-qualification or pre-selection through another RFQ, or to select providers of these services through another means.

1.3 DESCRIPTION OF PROJECT SCOPE

This project is specifically designed to provide Geoenvironmental Consulting and Construction Materials Testing Services for a variety of projects. Specific projects awarded to any single pre-qualified firm will be decided throughout the year, and the actual scope of services for each individual project will be determined as projects are awarded.

It is anticipated that the firms selected will lead full teams of engineers and related personnel and consultants as needed for each project. The firms selected will report to, and operate under the direction of the City of Chattanooga Public Works Department's Engineering Department and Project Managers. Each firm selected must have at least one Tennessee Licensed Professional with superior background, training and experience.

The scope of services required by this RFQ may include some or all of the following Services Categories:

1. Geotechnical:
 - a. Site evaluation for building stability and suitability
 - b. Field Exploration
 - c. Laboratory Testing
 - d. Analysis and Reporting of results
 - e. Evaluation and Recommendations related to slab on grade foundations
 - f. Evaluation and Recommendations related to deep foundations
 - g. Evaluation and Recommendations related to roadway base designs
2. Construction Materials Testing
 - a. Earthwork Services and Recommendations
 - b. Density Testing
 - c. Foundation Inspection Services
 - d. Concrete Placement Observation and Testing
 - e. Asphalt Testing and Placement Observation
 - f. Geosynthetics Analysis, Design, Placement Observation, and Testing
 - g. Structural Steel Services
 - h. Other Laboratory Construction Testing related to Infrastructure or Building Projects
3. Environmental Services
 - a. Investigation and Evaluation of Surface, Soil, and Subsurface Water, to include contaminants
 - b. Existence of Expansive Clays
 - c. Evaluation of Hydrostatic Pressure
 - d. Performance of all work associates with Environmental Phase I and Phase II Reports

This list is not meant to be comprehensive, but simply to represent the variety of services that may be requested. This RFQ is meant to qualify multiply firms for work in these fields. The scope of work for any particular project will be determined and discussed with the selected firm before an individual work order is assigned.

The Consultants shall denote within their response which of the three (3) Service Categories listed above they are interested in providing. Responses may include all or any number of the three (3). Respondents shall include information relative to qualifications for all of the categories for which they are responding.

Section 2

Instructions for RFQ

2.0 **INSTRUCTIONS FOR RFQ**

All responses to the RFQ, in the form of A Letter of Interest (LOI) and a Qualification Package (QP) shall be submitted no later than **4:00 p.m. EDT, on Friday, November 18, 2016** to the attention of:

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

NOTE: QPs 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 descriptions 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 are not wanted. Excessive extraneous material included in the QP may result in the QP being downgraded, and the submitting firm not being selected to proceed in the qualification process.

2.1 **GENERAL**

Seven (7) bound copies, one (1) unbound original copy, and an electronic copy in Word or PDF format of the response shall be submitted. The response will be limited to **25 pages** excluding the resumes of key project personnel requested.

All responses shall be submitted in a sealed envelope or box marked **“Geoenvironmental and Construction Materials Testing Services for Various Project in 2017, CONTRACT NO. E-16-007-301, City of Chattanooga, Tennessee.”** The original and copies of the response shall be indexed with tabs for each section of the response.

2.2 **QP WITHDRAWAL PROCEDURE**

QPs may be withdrawn up until the date and time set above for opening of QPs. Any QP 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 or more of the QPs has been accepted and a contract has been executed between the City and the successful submitter.

2.3 **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 QPs.
- B. The City reserves the right to negotiate the Agreement/Contract for Geoenvironmental Consulting and Construction Materials Testing Services with the next most qualified finalist if a successful finalist does not execute an Agreement/Contract 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 QP.

- C. The City reserves the right, after opening the QPs, or at any other point during the selection process, to reject any or all QPs, modify or postpone the proposed project, evaluate any alternatives offered, or accept the QPs that, in the City's sole judgment, is in its best interest.
- D. The City reserves the right to select less than four firms to provide Geoenvironmental Consulting and Construction Materials Testing Services, if, in the City's sole judgement, an insufficient number of firms meet the City's qualifications.
- E. The City reserves the right to terminate the Agreement if the Consultant fails to commence the work described herein upon giving the Consultant a 30 (thirty) 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 Friday, November 4, 2016**. The requests will be addressed to the fullest extent possible by the City in writing and sent to each responder to the RFQ by **end of day on Wednesday, November 11, 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
Purchasing Department
101 E. 11th Street, Suite G13
Chattanooga, TN 37402
bidinfo@chattanooga.gov
Phone: (423) 643-7230
FAX: (423) 643-7244

The City specifically requests that any contact concerning this RFQ be made exclusively with the **Purchasing Department, or it's 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 agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Consultant 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 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 will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Consultant 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'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, any Consultant 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'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 Consultant 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 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's compliance with these Equal Opportunity provisions.

6. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions the contractor and/or subcontractor shall be a breach of this contract.

Section 3

RFQ Contents

3.0 QUALIFICATION PACKAGE CONTENTS

3.1 GENERAL INFORMATION

The Qualification Package shall provide the following general information:

- A. Identify the name, address, telephone, and facsimile numbers of the Consultant 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 project organization chart.
- D. QP 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, QPs must identify the lead parties that will undertake the various roles for the various phases.
- E. Describe the proposed contractual relationships between the Consultant and all major partners and subcontractors relative to the various phases of the project.
- F. Describe the history of the relationships among the Project Team members, including a description of past working relationships.
- G. Provide the history, ownership, organization, and background of the Consultant. If the Consultant 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 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.

3.5 QUALIFICATIONS AND EXPERIENCE

The Consultant shall provide the following regarding technical qualifications and experience dealing with the Geoenvironmental Consulting and Construction Materials Testing Services:

A. General Experience

Provide a summary of the experience of the Consultant's Project Team working together for the Geoenvironmental Consulting and Construction Materials Testing Services.

B. Project Team Members Experience

Provide resumes of the Consultant's Project Team including the Project Manager and all key technical personnel that will be used for the Geoenvironmental Consulting and Construction Materials Testing Services and/or other projects as applicable to this RFQ. 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) Projects that have involved Geoenvironmental Consulting and/or Construction Materials Testing the Consultant's 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, and name, address and phone number of owner and/or contact person.

3.5 PROPOSAL SCOPES OF WORK

A. General Scope of Work

1. The Consultant 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 Geoenvironmental Consulting and Construction Materials Testing Services.
2. The Consultant shall provide all labor, benefits, equipment, materials, fuel, utilities, insurance, out-of-pocket expenses, and other related services required in connection with the Geoenvironmental Consulting and Construction Materials Testing Services.
3. The Consultant shall obtain all necessary permits and approvals from all federal, state, and local regulatory agencies related to the Geoenvironmental Consulting and Construction Materials Testing Services projects.
4. The Consultant shall provide and submit reports and certifications as required by all applicable regulations in regards to the work of the Geoenvironmental Consulting and Construction Materials Testing Services.
5. The Consultant shall coordinate its work with the City's Project Manager for each specific project it is selected for.
6. The Consultant shall conduct the work for the Geoenvironmental Consulting and Construction Materials Testing Services in compliance with all applicable federal, state, and local laws, regulations, permits, and approvals.
7. The Consultant shall provide adequate supervision and technical and managerial oversight of the Consultant's employees, subcontractors, and agents.

B. Specific Scope of Work for Individual Projects

1. The Consultant may be required to provide services related to Geoenvironmental Consulting and Construction Materials Testing Services during the site selection, site evaluation, planning, design, construction, and/or post construction phase of each individual project as provided with this RFQ. Individual components of each specific contract will be presented and discussed with the selected Consultant before each individual project contract is awarded.

3.4 City Supplied Services

The City will provide the following as apart of the project:

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

3.5 Financial Resources

The Consultant shall provide documentation that the firm is of sound financial standing and have the financial ability to work in the capacity of Geoenvironmental Consulting and Construction Materials Testing 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.

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. Representatives of the City shall have access at reasonable times to the site(s) of the Consultant's operations for the purposes of conducting inspections, or reviewing or copying records related to the construction of the individual projects the Consultant is selected for.

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. The City may further audit any Consultant 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 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. 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 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 and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of the Consultant'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 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 agreement shall be as follows:

- A. Continuing Geoenvironmental Consulting and Construction Materials Testing Services – One year, with provisions for three additional years in one-year increments.

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 QPs submitted. The City, in its sole judgment, shall decide if a QP is viable.

4.2 FORMAL PRESENTATIONS

After reviewing each QP submittal, the City may prepare a short list of up to three (6) qualified firms for formal presentations. The City reserves the right to invite more or less than this number if the quality of the QPs so merits, or not to prepare a short list and require formal presentations.

4.3 SELECTION CRITERIA

Selection of Consultant for formal presentations and 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 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 QPs by the Review Committee and possibly formal presentations, the City may, at its sole option, elect to reject all QPs or elect to pursue the project further. In the event that the City decides to pursue the project further, the City will select the highest ranked finalists to negotiate an Agreement with.