Request for Qualifications

Professional Services For The Downtown Library HVAC And Electrical Improvements For City of Chattanooga, Tennessee

Contract No. L-17-001

November 2017



Introduction

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES FOR DOWNTOWN LIBRARY HVAC AND ELECTRICAL IMPROVEMENTS FOR CITY OF CHATTANOOGA, TENNESSEE CONTRACT NO. L-17-001 (10/26/2017)

1.0 INTRODUCTION

1.1 BACKGROUND

The City of Chattanooga (City) is seeking Statements of Qualifications for Professional Services from a qualified Consultant/Contractor for the purpose of selecting a Consultant/Contractor with which to negotiate a Professional Service Contract for Professional Services for developing design and specifications to bid the upgrades of the Heating Ventilation and Air Conditioning (HVAC) systems, electrical system (Switch Gears, Transformers, and Panels) and Intercom/PA system upgrades for the Downtown Library as described herein. In order to be considered, you must be licensed and registered in the State of Tennessee.

Award of professional services contracts for this project is subject to the availability of funding. No Professional Service Contract(s) will be approved until funding is secured.

1.2 PURPOSE OF RFQ

A. Background

The City of Chattanooga (City) is a Municipal Corporation that owns, operates, and maintains the Public Library at 1001 Broad Street. The Library currently utilizes a pneumatic controlled HVAC system which is over 40 years old and electrical Switch Gears, Transformers, and Panels which are past their service life.

B. Purpose

The purpose of this RFQ is to identify and select a Consultant/Contractor who can provide experienced engineering assistance for the City to develop plans and specifications for replacing the current HVAC system in the Broad Street Library. These services will be performed in close coordination with the "owner" with great concentration given towards energy savings, space and access utilization, and performance.

Instructions for RFQ

2.1 INSTRUCTIONS FOR RFQ

2.2 GENERAL

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 Thursday, November 30, 2017.**

Three (3) bound copies, one (1) unbound original copy, and one (1) electronic copy in Word or PDF format, of the RFQ shall be submitted. The RFQ response will be limited to a maximum of <u>25 pages</u> front and back.

All RFQs shall be submitted in a sealed envelope or box marked "**REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES FOR THE DOWNTOWN LIBRARY HVAC AND ELECTRICAL IMPROVEMENTS FOR THE CITY OF CHATTANOOGA, TENNESSEE, CONTRACT NO. L-17-001**" 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 November 30, 2017 to the attention of:

> City of Chattanooga Purchasing Department 101 E. 11th Street, Suite G13 Chattanooga, TN 37402 <u>Purchasing@chattanooga.gov</u> Phone Number: (423) 643-7230 Fax Number: (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 down-graded, and the submitting firm not being selected to proceed in the qualification process.

2.3 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.

2.4 RESERVATION OF CITY RIGHTS

A. <u>Award of professional services contracts for this project is subject to the</u> <u>availability of funding.</u>

- 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 the project with the next most qualified finalist if the 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 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 <u>perform the work described herein</u> upon giving the Consultant/Contractor a 30 (thirty) day written notice of the intention to do so.
- F. The City reserves the right to negotiate all elements of work that comprise the selected QP.
- 2.5 PRE- RFQ CONFERENCE: Will be held November 16, 2017 at: Downtown Chattanooga Library 1001 Broad St. Chattanooga, TN 37402

2.6 FACILITY VISIT – Not Applicable2.7 ADDITIONAL REQUESTS FOR INFORMATION

Any additional requests for information must be directed in writing to the City by **4:00 p.m. EDT, on Wednesday, November 15, 2017.** 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 Monday, November 20, 2017 and placed on Purchasing's Website as an Addendum for all to view.** After that time, no further requests for information will be received or responded to.

Request for Information (RFI) and/or any other contacts shall be made through the following:

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

2.8 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 Consultant/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 Consultant/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.

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.

RFQ Contents

3.1 <u>BRIEF DESCRIPTION OF PROFESSIONAL SERVICES FOR DOWNTOWN LIBRARY</u> <u>HVAC AND ELECTRICAL IMPROVEMENTS FOR THE CITY OF CHATTANOOGA.</u> <u>TENNESSEE.</u>

A. <u>Award of professional services contracts for this project is subject to the</u> <u>availability of funding.</u>

3 Identify the name, address, telephone, and email address of the Consultant and the principal contact person.

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/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 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, if any. 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. Provide the history, ownership, organization, and background of the Consultant/Contractor. <u>Please limit it to one (1) page. City will request additional information if warranted.</u>
 - 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.
- G. Briefly describe Consultant/Contractor Project Team staff capabilities and numbers of staff in office location where Consultant/Contractor Project Team will be based.

- H. 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.
- I. 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 similar projects as described herein.

A. General Experience

Provide a summary of the experience of the Consultant/Contractor Project Team working together on wastewater treatment plant projects. Include current work assignments and available capacity to perform the project. <u>Please limit it to one (1) page. City will request additional information if warranted.</u>

B. Project Team Experience

Provide resumes of the five (5) key members of the Consultant/Contractor Project Team including the assigned Project Manager and up to four (4) key technical personnel that are to be used for the project. Resumes of the five (5) key Project Team members should include information on professional registrations and certifications of each team member. <u>Please limit it to one (1)</u> page per team member. City will request additional information if warranted.

C. Previous Experience With Similar Projects

Provide a list of a total of five (5) recent, similar projects that the Consultant/Contractor Project Team has worked on together or singularly. Include the name of each project, description of each project, location of each project, dates and times work was performed, name of assigned Project Manager, Project Team member involved; and name, address and phone number of owner and/or contact person familiar with the project. Projects shall be similar in size and scope size to that described herein. <u>Please limit it to one (1) page per project. City will request additional information if warranted.</u>

D. Project Approach

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 development of the project for the City. This approach shall include, but not be limited to, the following:

- An understanding of the purpose of the Project
- An understanding of Project tasks associated with the planning, design, and construction of the Downtown Library HVAC and Electrical Improvements
- An understanding of the scope and deliverables associated with the Project
- A plan for quality assurance to ensure the performance of the contract deliverables are in compliance within the scope, schedule, and budget
- An understanding of potential problems that could be encountered with the project and solutions to those problems

NOTE: This detailed approach is to be included in this RFQ and should be limited to no more than five (5) pages. It should be clear and concise.

3.3 PROPOSAL SCOPES OF WORK

- A. General Scope of Work
 - 1. 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 development of the project.
 - 2. The Consultant/Contractor shall obtain all necessary permits and approvals from all federal, state, and local regulatory agencies related to development of the project as required. Furnish copies of all required permits and approvals to the City.
 - 3. The Consultant/Contractor shall provide and submit reports and certifications as required by all applicable EPA and/or State regulations of development of the project. Furnish a copy of all required reports to the City in a timely manner.

- 4. The Consultant/Contractor shall coordinate its work with the operating schedule of the City as required.
- 5. The Consultant/Contractor shall conduct the work for the development of the project in compliance with all applicable federal, state, and local laws, regulations, permits, and approvals.
- 6. The Consultant/Contractor shall provide adequate supervision and technical and managerial oversight of the Consultant/Contractor(s) employees, subcontractors, and agents.
- 7. The Consultant shall administer the project to comply with the scheduling goals of the City established by the City's designated agent to ensure that the regulatory and financial milestones are being met. The Consultant shall timely report project information as prescribed by the City's agent.
- 8. The Consultant shall prepare an initial and minimum monthly update to its project schedule; updates can be more frequent or as significant activities change.
- 9. The Consultant shall prepare, implement and execute a project quality management plan which complies with quality program guidelines and requirements and goals to be established by the City's designated agent, and the Consultant's own internal quality procedures/program requirements. The Consultant shall be fully responsible for the quality of their work products and associated quality assurance and quality control activities.
- 10. The Consultant shall prepare, implement and execute a written project safety management plan which following the Consultant's own internal safety procedures/program requirements and which will also reflect the goals of the safety program to be established by the City's designated agent for the project.
- 11. The Consultant shall provide all documents in a timely manner and format prescribed by the City's designated agent to support a document management/imaging repository. All documents shall be maintained in this manner for general and financial record keeping, contract compliance, claims and litigation, warranty issues, and related purposes.
- 12. The Consultant may assist the City's designated agent in reviewing the preliminary project budget and provide recommendations relative to project updates for design, construction contract administration and inspection, contracting costs, and industry appropriate level of contingency as required. The Consultant shall assist the City's designated agent in coordinating the budget with the plan schedule in order to ensure compliance with the City's needs and constraints regarding the overall budget as required. Consultant shall maintain and

input pertinent information to account for all costs of the project in a form and manner prescribed by the City's designated agent as required.

- 13. The Consultant shall assist the City's designated agent with the preparation of project progress reports as required. Reports shall include, but not be limited to, all reports required to satisfy requirements set forth by the City's designated agent.
- 14. The Consultant may be asked to provide technical support to the City for public relations purposes.
- 15. The Consultant shall submit all Requests for Information (RFIs) and change orders for their professional services agreement to the City's designated agent first for approval.
- 16. The Consultant shall submit all pay requests/invoices to the City's designated agent first for approval.
- 17. Consultant shall identify any and all permits during the first month of project activity from Notice to Proceed (NTP).
- 18. The City's designated agent may conduct progress meetings, value engineering (VE) reviews and constructability review as required and include City and the City's designated agent as needed.
- B. Specific Scope of Work

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

Task 1 – Data Gathering and Project Management

- a. Prepare project management plan.
- b. Prepare detailed project schedule.
- c. The planning and design portion of this project is required to be completed within <u>180 Davs</u> after NTP.
- d. This bidding portion of this project is required to be completed in <u>90</u> <u>days</u> from NTP.
- e. The Construction Administration and Resident Project Representative portion of the project is estimated to be completed in less than <u>365</u> <u>days</u> from NTP of Construction contract.
- f. Hold regularly scheduled meetings with City staff and City's designated agent (and Contractor(s) once work begins to discuss progress and schedule.
- g. Provide necessary information and data to City staff and City's designated agent.
- h. Gather relevant project information including but not limited to: GIS data, and record drawings.

Task 2 – Preliminary Engineering Report

- a. Establish a Basis of Design to include, but not be limited to, capacity, maintenance, reliability, energy efficiency, initial costs and projected energy requirements cost, accessibility and safety.
- b. In addition all other elements of the existing building that will be adversely affected, such as electrical, fire safety, structural, etc. shall be addressed for repair and/or replacement within the construction contract.
- c. Prepare conceptual drawings.
- d. Coordinate with other on-going relevant projects to ensure all goals are being met.
- e. Hold a minimum of one workshop with the City to discuss Basis of Design including transition during construction, future needs, operational requirements, and maintenance requirements as required.
- f. Prepare and present to City and City's designated agent draft preliminary engineering report. Include a minimum of one meeting to discuss report and City and City's designated agent comments.
- g. Assist City's designated agent with information necessary to address funding requirements.
- h. Address City and City's designated agent comments and present final preliminary engineering report.

Task 3 – Finalize Design Drawings and Specifications

- a. Perform design coordination and conduct meetings.
- b. Prepare design drawings necessary to convey to prospective contractors the extent and scope of work to be performed
- c. Prepare 60% design submittal to City and City's designated agent for review.
- d. Conduct 60% review workshop with the City and City's designated agent.
- e. Prepare 90% design submittal to City and City's designated agent for review.
- f. Incorporate City and City's designated agent comments and prepare final plans.
- g. Prepare technical Specifications.
- h. Prepare Bid Documents and Bid Schedule.
- i. Prepare final takeoff and opinion of probable cost.
- j. Finalize design and submit to Land Development Office (LDO) for review and approval.
- k. Incorporate LDO final comments and prepare plans and specifications for Bid.

Task 4 - Bid Phase Services

- a. Prepare Advertisement for Bids.
- b. Answer Contractor questions and issue Addendums as required.
- c. Participate in Bid Opening and prepare certified Bid Tabulation.
- d. Evaluate Bids and make Recommendation of Award.
- e. Prepared Contract Documents for execution.

Task 5 – Construction Phase Services

- a. Provide Construction administration and coordination.
- b. Pre-Construction and progress meetings as needed
- c. Shop drawings review
- d. Site visits during Construction for engineering interpretations and clarifications.
- e. Respond to RFIs and process Change Orders as required.
- f. Process monthly pay requests and final pay request.
- g. Substantial Completion inspection and Project Closeout documentation.
- f. Prepare Record Drawings.

Supplemental Services:

Task 6 – Resident Project Representative (RPR) as Required

- a. RPR services prior to start-date
- b. RPR services during construction
- c. RPR services during Substantial Completion, post-contract, and follow-up inspections

3.4 CITY SUPPLIED SERVICES

The City will provide the following services for the project:

- A. The City will provide the Consultant/Contractor access to the library sites as requested.
- B. The City will coordinate and facilitate meetings or the exchange of information between any other interested parties that may also prospectively participate in the project.
- C. The City will provide the Consultant/Contractor access to all necessary available plans and specifications for the library.
- D. The City will provide the Consultant/Contractor with necessary available requested drawings for the library.

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/gis-mapping/city-engineer/sops

A. 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.

- B. 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.
- C. 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.
- D. 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 <u>when required</u> 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.

3.8 LENGTH OF CONTRACT

The length of the Contract shall be for the duration of the project.

Review and Evaluation of RFQs

4.1 <u>REVIEW AND EVALUATION OF RFQs</u>

4.2 **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.

4.3 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. However, the City reserves the right to "short list" up to three (3) or more RFQ responders and to invite them for formal presentations.

4.4 SELECTION CRITERIA

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

- A. Related experience and capabilities of the Consultant/Contractor for the project.
- B. Key personnel qualifications and related experience
- C. Experience of Consultant/Contractor with performing similar projects.
- D. Organization of Consultant/Contractor Project Team proposed for project (including location of personnel)
- E. Availability of proposed resources for the project.
- F. Demonstrated ability to meet schedule for similar projects.
- G. Demonstrated ability to meet budget for similar projects.
- H. What is the Consultants/Contractor Project Approach for this Project

4.5 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 project further. In the event that the City decides to pursue the project further, the City will select the highest ranked finalist to negotiate an Agreement or Contract.