

Request for Proposal
Maintenance/Repair/Updates
Of
The Fountains at Coolidge Park

Contract No. R-16-016

City of Chattanooga, Tennessee

November 2016



Section 1

Introduction

**REQUEST FOR PROPOSALS
MAINTENANCE/REPAIR/UPDATES
OF THE
FOUNTAINS AT COOLIDGE PARK
CONTRACT NO. R-16-016
CITY OF CHATTANOOGA, TENNESSEE
(July, 2016)**

1.0 INTRODUCTION

1.1 BACKGROUND

A. GENERAL

The City of Chattanooga (City) is issuing this Request for Proposals (RFP) to solicit proposals from qualified individuals or firms for the purpose of selecting a Vendor from those who submit Letters of Interest with which to negotiate an Agreement for the Maintenance/Repair/Updates for the Fountains at Coolidge Park.

1.2 PURPOSE OF RFP

A. GENERAL

This RFP results from the City's desire to select a Vendor to plan and perform maintenance, repairs, and updates to the Fountains at Coolidge Park.

B. OBJECTIVE OF RFP

The Fountains at Coolidge Park is an interactive fountain feature which is very popular with the children and families of both residents and visitors to Chattanooga. It was originally constructed in 1999 when the Park was opened. Over the years, some features of the Fountains have ceased to work and have not been repaired. Additionally, the PLC system that operates some of the original advanced features of the Fountains is antiquated and is beyond repair or upgrading, so it is in need of replacement with a new PLC system that will control the Fountain.

It is the objective of the City to repair/replace sufficient components of the Fountains at Coolidge Park to at least the original condition of the Fountains when it was first constructed, and to initiate an on-going maintenance program to ensure continued first-class operation into the future.

Section 2

Instructions for RFP

2.0 INSTRUCTIONS FOR RFP

2.1 GENERAL

Three (3) bound copies, one (1) unbound original copy, and an electronic copy in Word or PDF format of the RFP shall be submitted. The RFP will be limited to 25 pages excluding the resumes of key project personnel requested.

All RFPs shall be submitted in a sealed envelope or box marked “**MAINTENANCE/REPAIR/UPDATES OF THE FOUNTAINS AT COOLIDGE PARK, CONTRACT NO. R-16-016, City of Chattanooga, Tennessee.**” The original and copies of the RFP shall be indexed with tabs for each section of the RFP.

All RFPs shall be submitted no later than **4:00 p.m. EDT, on Friday, December 16, 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: *RFP responses shall address only the information requested in the RFP. 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 RFP are not wanted.*

2.2 RFP WITHDRAWAL PROCEDURE

RFPs may be withdrawn up until the date and time set above for opening of RFPs. Any RFP 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 RFP or until one of the RFPs has been accepted and a contract has been executed between the City and the successful RFP 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 RFPs.

- B. The City reserves the right to negotiate the Agreement/Contract for Maintenance/Repair/Updates of the Fountains at Coolidge Park with the next most qualified finalist if the successful finalist does not execute an Agreement/Contract within five (5) days after submission of an Agreement to such offeror. The City reserves the right to negotiate all elements of work that comprise the selected RFP.
- C. The City reserves the right, after opening the RFPs or at any other point during the selection process, to reject any or all RFPs, modify or postpone the proposed project, evaluate any alternatives offered or accept the RFP that, in the City's sole judgment, is in its best interest.
- D. The City reserves the right to terminate the Agreement if the Vendor fails to commence the work described herein upon giving the Vendor a 30 (thirty) day written Notice of Intent.

2.4 PRE- RFP CONFERENCE – A Pre-RFP Conference will be held on Tuesday, November 22, 2016 at 10 a.m., at the Outdoor Chattanooga Building, located at 200 River Street, Chattanooga, TN 37405.

2.4 FACILITY VISIT – A Facility Visit will be provided following the Pre-RFP Conference. Additional visits may be scheduled at the submitters request

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, December 2, 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 Friday, December 9, 2016**. The City's preferred method of communication is via e-mail. 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 RFP be made exclusively with the **City of Chattanooga Purchasing Department** 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 Vendor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Vendor 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 Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Vendor 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 Vendor'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 Vendor 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 Vendor'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, and shall further describe the methods by which the Vendor 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 Vendor 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 Vendor's compliance with these Equal Opportunity provisions.

Section 3

RFP Contents

3.1 GENERAL INFORMATION

The Proposal shall provide the following general information:

- A. Identify the name, address, telephone, and facsimile numbers of the Vendor 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. RFP shall identify the portions of the work that will be undertaken directly by the Vendor and what portions of the work will be subcontracted. At a minimum, RFPs must identify the lead parties that will undertake the various roles for the various phases.
- E. Describe the proposed contractual relationships between the Vendor 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 Vendor. If the Vendor 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 Vendor 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 RFP, 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 Vendor.
- H. Provide a proposed plan of repairs, updates, and maintenance to restore the fountain to at least original working condition. The plan may include additional optional upgrades that the Vendor feels may enhance the appearance, operation, or appeal of the fountain. The plan should be broken down by divisions that may be undertaken separately without affecting other divisions of the work. (For example,

updates to the jets of the inner spray ring may be performed whether updates to the animal misting jets are performed or not.) This separation will allow the City to approach the Maintenance/Repair/Updates of the Fountains in a systematic fashion depending on the availability of funds.

- I. To assist in the preparation of this plan of repairs, the City will allow each submitter a meeting, individually or jointly (at the City's discretion) with Parks Maintenance personnel to explain and demonstrate the features of the Fountains that are currently operational and those features which are no longer operational. See Sections 2.4 and 2.5 for further information.
- J. An Opinion of Probable Cost (OPC) shall be provided along with the hourly rates and charges. At the minimum the Vendor shall provide pricing for and in the format of:
 - Initial Inspection and Analysis of the Systems to include recommendations for each sub-component, i.e., jets of the inner ring, animal misting jets, PLC controls replacement, etc.
 - The number of sub-components to be replaced and the cost of each, along with a total cost.
 - Mobilization costs for the first installation.
 - Mobilization costs for additional installations at later dates.
- K. The Vendor shall provide a proposed schedule to complete all the work in one project. Then provide the estimated days for each sub-component if broken into multiple projects.
- L. Vendor shall provide initial training of all improvements and PLC controls.
- M. Warranties, upgrades, and services shall be for a period of one year, with options to extend to three and five years.

3.2 QUALIFICATIONS AND EXPERIENCE

The Vendor shall provide the following regarding technical qualifications and experience dealing with the design, construction, maintenance, and repair of decorative and interactive fountains.

A. General Experience

Provide a summary of the experience of the Vendor Project Team working together for the design, construction, maintenance, and repair of decorative and interactive fountains.

B. Project Team Members Experience

Provide resumes of the Vendor Project Team including the Project Manager and all key technical personnel that will be used for the Maintenance/Repair/Updates for the Fountains at Coolidge Park and/or other projects as applicable to this RFP. Resumes should include information on registrations, affiliations and certifications of each team member.

C. Previous Experience With Similar Projects

Provide a list of ten (10) to fifteen (15) Fountain project(s) or similar type project(s) the Vendor's Project Team has worked on together or singularly within the past five years. 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 Vendor 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 Maintenance/Repair/Updates for the Fountains at Coolidge Park project.
2. The Vendor shall provide all labor, benefits, equipment, materials, fuel, utilities, insurance, out-of-pocket expenses, and other related services required in connection with the Maintenance/Repair/Updates for the Fountains at Coolidge Park project.
3. The Vendor shall obtain all necessary permits and approvals from all federal, state, and local regulatory agencies related to the Maintenance/Repair/Updates for the Fountains at Coolidge Park project. Furnish copies of all required permits and approvals to the City.
4. The Vendor shall provide and submit reports and certifications as required by all applicable Federal and/or State regulations in regards to the construction of the Maintenance/Repair/Updates for the Fountains at Coolidge Park project. Furnish a copy of all required reports to the City in a timely manner.
5. The Vendor shall coordinate its work with the City of Chattanooga Parks Maintenance Division for the construction project.
6. The Vendor shall conduct the work for the Maintenance/Repair/Updates for the Fountains at Coolidge Park project in compliance with all applicable federal, state, and local laws, regulations, permits, and approvals.
7. The Vendor shall provide adequate supervision and technical and managerial oversight of the Vendor's employees, subcontractors, and agents.

B. Specific Scope of Work

1. Work with the City Parks Maintenance personnel to implement the Maintenance/Repair/Updates plan submitted by the Vendor.

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.

3.4 Financial Resources

The Vendor shall provide documentation that the firm is of sound financial standing and has the financial ability to work in the capacity of Vendor for the duration of this project.

3.6 Terms and Conditions

The terms and conditions shall be those addressed in the City standard construction specifications, unless otherwise listed below, to include the supplemental section provided by Appendix A.

- 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 Vendor operations for the purposes of conducting inspections, or reviewing or copying records related to the construction of the Maintenance/Repair/Updates for the Fountains at Coolidge Park project.
- C. All records and documentation pertaining to the Vendor 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 Vendor. The City may further audit any Vendor 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 Vendor 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 Vendor. Documents shall be maintained by the Vendor necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. The Vendor 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 Vendor and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of the Vendor'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 Vendor 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 determined by the time required for the installation of the proposed repairs and updates. It is the desire of the City that the installations may be performed in no more than six weeks if possible.

The fountains are typically turned off for a period of time during the winter months, but the City would like to have repairs and updates made and the fountains back in operation by April 1.

Section 4

Review and Evaluation of RFPs

4.0 REVIEW AND EVALUATION OF RFPs

4.1 REVIEW COMMITTEE

A review committee consisting of individuals selected by the City shall receive and review all RFPs submitted. The City, in its sole judgment, shall decide if an RFP is viable.

4.2 FORMAL PRESENTATIONS

After reviewing each RFP 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 RFPs so merits, or not to prepare a short list and require formal presentations.

4.3 SELECTION CRITERIA

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

A. Cost Criteria – 30 Points

Evaluation of the Cost of the Proposed Maintenance/Repairs/Updates

B. Experience and Qualifications – 35 points

Identify key professionals on the project team, including any subcontractors. Explain their project role, relevant qualifications and experience that demonstrate ability, capacity, skill, and number of years' experience in providing the required services particular for a project of similar size, scope, and complexity. Similar scope and complexity includes but is not limited to installation, repair, or maintenance of architectural fountains, interactive fountains, and computerized controlled fountains.

Provide relevant past project experience that demonstrates the specific information for at least five jobs of similar size, scope and complexity performed by Prime and each firm on the project team within the past five (5) years. Must provide specific information and show examples of experience of similar size, scope, and complexity. The determination of a project as being of similar size, scope, and complexity, is at the sole discretion of the City of Chattanooga. Past project experience should reflect work performed by the proposing firm and not just by current employees who previously performed work while employed by another firm.

All project information should include the following:

- Project name, geographical location and prime consultant
- Owner/Client for which performed
- Dates of project
- Brief description of project showing how it is similar in scope to this request
- Owner/Client reference contact person, name, number, and email address
- Dollar value of contract
- Dollar value of total construction
- Schedule Duration (Include Original Schedule and Actual Completed Schedule)
- Photos or graphics images that effectively highlight relevance to this project
- If applicable, a description of unusual or unexpected challenges that were faced during construction and how these challenges were overcome
- The City of Chattanooga reserves the right to check any or all references for projects submitted.

Provide the name and relevant experience of the proposed full-time on-site project Manager.

For each proposed team member answer the following:

Claims and Suits

- Has your organization ever failed to complete any work awarded to it?
- Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against you organization or its officers?
- Has your organization filed any law suits or requested arbitration with regard to construction contract within the last five years?
- Has your firm been assessed liquidated damages on any project in the past 5 years? Provide explanation.

Workload

- List the major construction projects your organization has in progress, listing the name of the project, value, percent complete, and anticipated completion date.
- State average annual dollar amount of construction work performed during the past five (5) years.

Safety

- Current Safety Rating
- List any major safety related incidences or violations in the past two (2) years
- State company policy for dealing with subcontractors who fail to follow safety procedures on-site.
- List any safety defects of components installed that occurred during the warranty period. Provide the owners name and location, type of injury, outcome of claim, and resolution to component.

C. Schedule / Project Approach – 35 points

Provide a detailed narrative demonstrating your understanding of the project on how you will accomplish the stated Scope of Work. Describe in detail how this specific job will be approached, including major tasks and sub-tasks to be accomplished. Identify any issues you would anticipate with this type of project, and provide countermeasures you would employ to minimize and overcome those issues.

Describe in detail the role each contract team firm will play in completing the scope of work. An organization chart should be provided to demonstrate team relationships.

Provide any additional information that communicates how you intend to achieve the required outcomes and how your team may bring any unique insight or creative measures to successfully complete the projects on time and on budget.

Include a detailed project schedule for completion of the project. Include in the schedule all tasks, subtasks, and major milestones which you believe to be critical to the completion of the project. At a minimum, the major milestones must include:

1. Installation of new or replacement valves, switches, etc. that will control various aspects of the fountains, including the animal misters and fan jets.
2. PLC Upgrade.
3. Testing of Junction Boxes for LED Light Fixtures.
4. Spare Parts Recommendation.
5. The calendar days for completion of the project.

4.4 SELECTION OF FINALIST

After the review of the RFPs by the Review Committee and possibly formal presentations, the City may, at its sole option, elect to reject all Proposals 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

APPENDIX A

STANDARD AGREEMENT FOR CONSULTING SERVICES