

# Request for Qualifications

## PROFESSIONAL SERVICES FOR WQ BMP MAINTENANCE AT WARNER PARK CONTRACT # S-17-001

City of Chattanooga, Tennessee

January 2017



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# **Section 1- Introduction**

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## 1.1 GENERAL

One of the missions of the City of Chattanooga Water Quality Program is a commitment to the fundamental spirit of the Clean Water Act by developing a variety of programs to effectively address water quality issues within the city limits. As part of the commitment, the City perseveres to achieve 100% compliance with applicable Federal and State clean water laws and regulations in order to maintain and improve the condition and flow of the storm water infrastructure to address any existing or anticipated problem areas.

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 with which to negotiate an Agreement for the **WQ BMP Maintenance at Warner Park**.

## 1.2 PURPOSE OF RFP

The City of Chattanooga is tasked with safeguarding visitors, its citizens, businesses and infrastructure. Along with invaluable assistance from other departments, these functions are co-managed by the Department of Public Works (department). The Water Quality Program manages the surface water quality within the city limits which includes both stormwater and all pollution that can enter our streams. As the department incorporates new technologies to improve the water quality of the streams and waterways, it frequently seeks to hire consultants to perform specific tasks as defined in each Request for Proposals.

The overall objective of this RFP process is to develop a list of qualified Landscape Contractor who are capable of performing high quality work, both for tasks limited in scope with shorter time frames and for individual larger projects requiring a fully-scoped work product.

## **Section 2- Instructions for RFP**

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## 2.1 GENERAL

Three (3) bound copies, one (1) unbound original copy, and an electronic copy in Word format of the RFP shall be submitted.

All RFQs shall be submitted in a sealed envelope or box marked "WQ BMP Maintenance at Warner Park, Contract No. S-17-001, 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 PM EDT, on February 17, 2017, to the attention of:

City of Chattanooga  
Purchasing Department  
101 E. 11<sup>th</sup> Street, Suite G13  
Chattanooga, TN 37402  
Phone: (423) 643-7230  
FAX: (423) 643-7244  
Email: [bidinfo@chattanooga.gov](mailto:bidinfo@chattanooga.gov)

**NOTE:** *RFP 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 projects and descriptions of similar projects on which 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 should not be included.*

## 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(s) for Professional Services for the **WQ BMP Maintenance at Warner 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 projects, 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 (Not Required)

## 2.5 FACILITY VISIT (Not Required)

## 2.6 REQUESTS FOR INFORMATION

Requests for information or clarification must be directed in writing to the City by **4:00 p.m. EDT, on February 9, 2017**. The requests will be addressed to the fullest extent possible by the City in writing and sent to each responder to the RFP by **4:00 p.m. EDT, on February 13, 2017**. 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. 11<sup>th</sup> Street, Suite G13  
Chattanooga, TN 37402  
Phone: (423) 643-7230  
FAX: (423) 643-7244  
Email: [bidinfo@chattanooga.gov](mailto:bidinfo@chattanooga.gov)

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 Consultant/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 Consultant/Contractor and/or subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.
6. 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**

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### 3.1 GENERAL INFORMATION

The RFP shall provide the following general information:

- A. Identify the name, address, telephone, facsimile numbers, and email address 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. The 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 client references (for both current and past clients) for projects similar to the one described within this RFP. References to websites of actual projects completed are not required but may be beneficial.

### 3.2 QUALIFICATIONS AND EXPERIENCE

The Vendor shall provide the following regarding technical qualifications and experience dealing with the Professional Services for the project described herein.

- A. General Experience:  
Provide a summary of the experience of the Vendor project team working together for this project or similar projects as applicable to the RFQ. Include current work assignments and available capacity to perform the specific City Project.
- B. Project Team Members Experience:  
Provide resumes of the Vendor's project team including the project manager and all key technical personnel that are to be used for the Maintenance/Planting at Warner Park and/or other projects as applicable to the RFQ. Resumes should include information on professional registrations and certifications of each team member.
- C. Previous Experience with Similar Projects:  
Provide a list of the most recent related work or similar type project(s) and professional service projects that the Vendor Project Team has worked on together or singularly.

Include name of each project, description of each project, location of each project, dates and times work was performed, name of Project Manager, Project Team Members involved; and name, address and phone number of owner and/or contact person familiar with the project.

### **3.3 PROPOSAL SCOPE 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 Professional Services for **WQ BMP Maintenance at Warner Park**.
- 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 Professional Services for its overall approach that will be used by its project team to perform the scope of work described herein.
- 3 The Vendor shall obtain all necessary permits and approvals from all federal, state, and local regulatory agencies related to the Professional Services for the project. Copies of required permits and approvals shall be furnished to the City.
- 4 The Vendor shall provide and submit reports and certifications as required by all applicable Federal, State and/or Local regulations in regards to the project. All required reports shall be furnished to the City in a timely manner.
- 5 The Vendor shall coordinate its work with the General Contractor for the construction projects.
- 6 The Vendor shall conduct the work for the Professional Services for the 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 The Vendor shall provide .

### **3.4 CITY SUPPLIED SERVICES**

The City will provide the following as part 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 Vendor shall provide documentation that the firm is of sound financial standing and have 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 engineering contract/agreement unless otherwise listed below.

<http://www.chattanooga.gov/public-works-files/StandardEngineeringAgreementr7.pdf>

- A. Except for information and data 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 Vendor's operations for the purposes of conducting inspections, or reviewing or copying records related to the WQ BMP Maintenance at Warner 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.

## **Section 4- Review and Evaluation of RFPs**

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#### **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 contract/agreement negotiations and/or formal presentations will be based on an objective evaluation of the following criteria:

- A. Cost Criteria
- B. Experience and Qualifications.
- C. Qualification and availability of staff.
- D. Whether the consultant can perform the work efficiently without compromising sound engineering practice.
- E. Other factors approved by the City Engineer.

#### **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 RFPs 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.