

Request for Qualifications

PROFESSIONAL SERVICES FOR WATER QUALITY PROGRAM RATE STUDY – LEVEL & COST OF SERVICE UPDATE CONTRACT # S-16-010

City of Chattanooga, Tennessee

July 2016



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Section 1- Introduction

1.1 The City & Water Quality Program

The City of Chattanooga has long been a desirable tourist destination and sought after location to work, play and live. This is, in no small part, due to our waterways, watersheds and the natural beauty within and surrounding our City. In recent years, the City has declared its intention to be a regional leader in environmental and water quality initiatives that promote this existing advantage. Most of the City's operations, such as fire & police, transportation, finance & administration and economic and community development are accounted for under governmental funds, primarily embedded in the General Fund. These operations depend on a variety of revenue sources including property taxes, intergovernmental aid, and charges for services.

In contrast, utility funds are considered "enterprise funds." They operate as a private enterprise wherein fee revenues fund all mandated or agreed to services. City operations include two utility funds: one for wastewater treatment, the other for the stormwater/water quality program (WQP). This Rate Study Proposal covers only the WQP. Unlike water distribution or sanitary treatment utilities, WQP revenues do not fluctuate seasonally or vary throughout the year because of climate, temperature, or day of the week. But WQP expenses do; they are seasonal, climate driven, and often unpredictable. In the City's Comprehensive Annual Financial Report, enterprise funds are segregated funds, recognizing the unique purpose and revenue streams of these City functions.

Since its inception, the City of Chattanooga WQP has strived to provide exceptional services to its customers. The WQP routinely analyzes its processes to achieve and project the highest levels of customer safety, courtesy, environmental stewardship, responsiveness, trust, and individual attention. WQP personnel are responsible for operating and maintaining City owned facilities related to the collection, sampling, treatment and conveyance of stormwater runoff generated within its service areas. These personnel also perform the important regulatory function to insure private property owners, developers or contractors build and maintain their facilities to insure functionality throughout the life of the development.

1.2 Water Quality Funding & Infrastructure

The WQP funding structure is similar to many other successful user fee funded programs throughout the Country. The City currently uses a combination of pay-as-you-go and bond/debt financing for WQP capital needs; the latter being most prevalent for large, multi-million dollar projects. The WQP shares in the City's administrative costs for human resources, finance, information technology, and other direct support programs. WQP fees are assessed to rate payers on the amount of their impervious surface. This is an industry standard approach. It employs the premise that those who contribute more runoff to the system should pay more for the service the utility provides. Therefore, even tax exempt properties are billed for their fair share of the costs. Although not a tax, property owners are billed annually on County tax bills as the City avoided the necessity and expense of creating and maintaining a costly, duplicate billing system.

Fees are collected based on a property's Equivalent Residential Unit (ERU) or units of impervious surface. All single family residential units are billed for one (1) ERU. In Chattanooga, this equates to 3,200 square feet of impervious cover. The ERU is the common denominator in the algorithm(s) used by the majority of stormwater utilities to develop service charges for all customer bill classes. Therefore, Chattanooga's assessment and collection methods are similar to methods employed by the majority of stormwater utility programs across the United States.

User fees based on ERU's or impervious surfaces are understood to be more legally defensible. Challenges in state courts have been upheld. Impervious surface's contribution, to flooding, urban pollution and other detrimental impacts, is clear. Funding directly tied to impervious surface is deemed to be more fair and equitable when compared to other, less accepted, stormwater utility rate structure systems.

Like other municipal infrastructure, Chattanooga's stormwater systems cover a vast geographical area. They include thousands of complex and dynamic components. These include conveyance channels, pipe, culverts, control structures, swales, rain gardens, and storage and treatment facilities. Chattanooga's public and private stormwater system includes **51,000** structures, **960** detention ponds, **1,948** miles of open channels and pipe, and **2,026** mapped outfalls to tributaries.

1.3 Proposal Purpose

JJG/ERC last completed a full rate study in 2007. As our program and initiatives have matured over time, they have become more costly. Administrators find themselves needing to evaluate operating costs, investments in capital improvements and other program elements. With this proposal, the City is interested in reviewing and comparing rates, exploring other financial tools, reviewing operations, reviewing existing and projecting new initiatives, and compiling needed data through customer outreach initiatives.

Municipal Separate Storm Sewer Systems (MS4's), such as the City of Chattanooga, cannot set their utility rates based on what their neighbors charge. To do so would ignore striking differences among MS4's geography, terrain, development density, mandates, services, and customer expectations. Having said this, it will be beneficial to know how Chattanooga compares, nationally and regionally, to other utilities because residents and businesses often expect to pay similar rates.

For all of these reasons, the City seeks a qualified team for this Proposal. They should have extensive expertise in financial services, enterprise funding, and stormwater utility mandates. The City anticipates a thorough update of the City's existing: Level, Cost, and Extent of Services; Rate Assessments; Surveys of Customer Expectations and Equity; and other projections, reports and tools. The work should be a forward-looking research and analysis effort covering all aspects of financing, expenses, services, customer expectations, and policy. Therefore, the City of Chattanooga authorizes this comprehensive study. The ultimate goal being to provide a framework and plan to meet the anticipated financial obligations of the WQP, based on an equitable and sound customer service basis.

1.4 Proposal - General Considerations

First, and foremost, any recommended changes must maintain our commitment to user-fee affordability. The City anticipates the delivery of a comprehensive review and 10-year forward projection under multiple rate scenarios. The analysis will highlight requirements, customer expectations, level and cost of services, cash flow projections, and other criteria to determine revenue levels capable of meeting anticipated financial requirements during the study period.

Any rate adjustment proposals should be “customer designed” in accord with allocated costs of service, City policies, and other practical considerations. The study should assume that the proposed water quality rates are to become effective January 2018 for fall 2018 billing cycle purposes.

The study should highlight future financial obligations that are anticipated to exceed our financial capabilities under existing rates. Recommended rate schedules, for collection from the various customer classes, should continue to be defined in proportion to the actual costs of serving each respective customer class. Projected revenue requirements include resources to cover operating expenses, principal and interest payments on existing debt, investment in major capital improvements, and routine annual replacements. Uncollectable accounts, exemptions and fee credits should be reviewed. Historical costs, customer needs, plus pending or relaxed mandates should drive future financing projections.

Projections should include allowances for various levels of anticipated future conditions. This could include *shifting customer expectations, customer growth, system expansion, annexations, changing development intensity, inflation, new or relaxed regulatory mandates, and other factors*. These should be presented or tabulated as variables. The format should aide decision makers in implementation scenarios and for ease of comparison as inputs change. The study should consider an analysis based on favorable and unfavorable *climatic conditions and economic activity* so outlier costs, activities, funding hardships, and revenues are forecasted.

The City has never defaulted on a bond or SRF loan payment. Our historic coverage levels have consistently exceeded minimum requirements. Therefore, all funding options should be explored so the City can continue to cover debt service requirements specified in covenants. This is necessary to insure future bond issuances. The final report should culminate in an analysis of the revenue requirements, of the WQP, for the ten year study period from 2018 through 2028. Financing plans should indicate the sources (by customer class and other funding sources) and application of funds for the next ten years.

1.5 Final Contract - Specific Analysis and Deliverables

As part of the contracted deliverables, the selected proposer should:

- Briefly summarize the former JJG/ERC WQP Rate Study recommendations.
- Normalize and compare Chattanooga's existing, and proposed rate structures, to those of other stormwater utilities. Include a brief comparison of mandates, staffing and services provided.
- Briefly analyze and discuss a rate charge that might utilize other relevant factors or contain hybrid fixed and variable components. Briefly analyze the impact and justification for including new charges for gross lot areas, disturbed areas, denuded areas, and parcels on severe slopes. Briefly compare to the existing ERU structure.
- Briefly analyze potential credits or exemptions for marginally developed parcels containing significant forested areas, significantly disconnected impervious, natural ponds, highly pervious soils. Compare to existing credits.
- Analyze the City's historical and anticipated debt issuances. Report on existing and projected bond reserve account deposits. Equate this to existing and probable future annual principal and interest payments. Analyze in total and as percent of the principal amount of historical and pending issues. Briefly analyze covenants of bond issues, bond reserve accounts and minimum balances.
- Report on the historical and anticipated future necessity of debt financing to fund capital projects. Report by dollar value, percent of annual revenues, percent of total projects, by major category.
- Coordinate with the City of Chattanooga Finance Department. Incorporate into your recommendations a consensus on the length of debt amortization periods, estimated interest rates, required cash reserves, steps to reduce the reliance on future debt, and other preferred practices to protect the City's excellent bond rating.
- Visually project anticipated annual WQP capital expenses (under varying levels of service) .vs. bond proceeds in bar charts or other suitable displays for the study period.
- Create and implement on-line and social media tools to gage customer's expectations for stormwater management services. Collect and analyze both consensus and divergent opinions on service expectations. Surveys or tools should illicit specific customer responses to target improvements to the WQP. Compile and provide feedback on proposed types and levels of service to be offered. Enable customers to assess suitability, affordability and equity of the services offered.

- When analyzing existing and future LOS, match it with the expectations of rate payers, statutory requirements, safety requirements, and other goals and initiatives. Analyze and define the general LOS which the rate payers or community wishes to achieve. Report on those community outcomes.
- Recommend new, adjusted or abatement of existing tactics and services to better deliver mandated, customer preferred services at the accepted price. Identify the true costs, benefits, and sustainability of the current and potential services offered.
- Briefly analyze statutory requirements such as legislation, regulations, environmental standards and Council adopted ordinances. Focus on those that directly correlate with related work force and asset acquisitions and the way both are managed. This may include an analysis of the Clean Water Act, FEMA and USACE regulations, TDEC and EPA mandates. It can also include building regulations, environmental permits, health and safety legislation and other statutory requirements that typically set the minimum level of service to be provided.
- Working with City Administrators, research and define specific strategic goals which the City may wish to achieve. Provide guidelines for the scope of current and future services offered and the manner of service delivery to achieve these goals.
- Define operational levels of service to answer “how we are currently” and “how we should” maintain and expand our assets for our customers. Define the technical, asset or product related measures relating to the outputs received by customers. Briefly report on this in terms of *quality, capacity, quantity, environmental impacts, availability, cost/affordability, legislative requirements, maintainability, safety, reliability and performance*.
- Understand that an analysis of operation and maintenance expenses includes costs of labor, overhead, purchased services, heavy and light equipment, software, hardware, vehicles, leases, tools, installed and expended materials, utilities, administrative overhead, chemicals, and other costs associated with the delivery of services to rate payers.
- Project the number of future anticipated water quality equivalent residential units (ERU) by major watershed (inside/outside South Chic). Compare this to known historical ERU growth.
- Briefly analyze capital improvements needs in our combined sewer areas including stormwater disconnects, emergency overflow storage, green infrastructure, water reuse practices, and other volume reduction and attenuation strategies.

1.6 Summary

With assistance from City Administrators and supporting City Departments, the City of Chattanooga WQP has managed its utility funds well. As a result, for over ten years, the WQP has been able to pay for operations and improvements through a combination of cash and debt.

Unfortunately, steadily increasing costs paired with a flat or marginally increasing revenue base has taken its toll. State standards, intended to improve water quality, are increasingly stringent. Steady population growth, development pressures, deteriorating conveyance/treatment systems and facilities, persistent flooding and water quality concerns are increasing the complexity of managing stormwater. This complexity makes performance assessment necessary.

In summary, a primary goal of the rate study is to model financially sufficient scenarios to support the City's WQP. We intend to update the rate study every five to seven years, unless changes to capital spending or growth necessitate an earlier revision. Therefore, we recommend that City Council adopt the rate recommendations achieving the highest consensus support among the selected firm, the WQP and the City Finance Department, for the five year period from 2018 through 2022.

2.1 GENERAL

Ten (10) bound copies, one (1) unbound original copy, and an electronic copy in Word format of the SOQ shall be submitted. The SOQ should be limited to the content requested in this RFQ.

All SOQs shall be submitted in a sealed envelope or box marked **“WQP Rate Study – Level & Cost of Service Update.”** The original and copies of the SOQ shall be indexed with tabs for each section of the RFQ.

All SOQs shall be submitted no later than **4:00PM EDT, on Friday, August 5, 2016**, to the attention of:

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

NOTE: *SOQs 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 people who will be working on the project and descriptions of similar projects on which they have worked on singularly or together. Resumes of those not involved with the project or outdated or irrelevant project descriptions should be excluded.*

2.2 SOQ WITHDRAWAL PROCEDURE

SOQs may be withdrawn up until the date and time set above for opening of SOQs. Any SOQ not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to provide the services set forth in the SOQ or until one of the SOQs has been accepted and a contract has been executed between the City and the successful SOQ 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 SOQs.
- b. The City reserves the right to negotiate the Agreement/Contract(s) for Professional Services for the **WQP Rate Study – Level & Cost of Service Update** with the next most qualified finalist if the successful finalist does not execute an Agreement/Contract within seven (7) days after submission of an agreement to such offer.
- c. The City reserves the right to negotiate all elements of work that comprise the selected SOQ.
- d. The City reserves the right, after opening the SOQs or at any other point during the selection process, to reject any or all SOQs, modify or postpone the proposed project, evaluate any alternatives offered or accept the SOQ that, in the City's sole judgment, is in its best interest.
- e. The City reserves the right to terminate the Agreement if the Consultant/Contractor fails to commence the work described herein upon giving the Consultant/Contractor a 30 (thirty) day written Notice of Award.

2.4 PRE- SOQ SUBMITTAL MEETING

For this project, the City is not planning to hold a Pre-SOQ meeting.

2.5 FACILITY VISIT

Upon award of the project, employees of the selected firm can conduct facility visits at the firm's discretion. All applicable safety requirements must be adhered to through the site visits.

2.6 REQUESTS FOR INFORMATION

Requests for information or clarification must be directed in writing to the City by **4:00 p.m. EST, on Friday, July 22, 2016**. The requests will be addressed to the fullest extent possible by the City in writing and sent to each RFQ responder by **4:00 p.m. EDT, on Friday, July 29, 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
bidinfo@chattanooga.gov
Purchasing Department
101 E. 11th Street, Suite G13
Chattanooga, TN 37402
Phone: (423) 643-7230
FAX: (423) 643-7244

The City specifically requests that any contact concerning this RFQ be made exclusively with **Debbie Talley**, or designee, until selection has been completed. Failure to honor this request will be negatively viewed in the selection process.

2.7 AFFIRMATIVE ACTION PLAN

The City is an equal opportunity employer and during the performance of this Contract, the Consultant/Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Consultant/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Consultant/Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Consultant/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Consultant/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant/Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Consultant/Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representatives of the Consultant/Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City, any Consultant/Contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Consultant/Contractor's goals for minority and women utilization as a percentage of the work force on 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 Consultant/Contractor upon request of the City will make available for inspection by the City copies of all payroll records, personnel documents, and similar records or documents that may be used to verify the Consultant/Contractor's compliance with these Equal Opportunity provisions.

Section 3 - SOQ Contents

3.1 GENERAL INFORMATION

The SOQ shall provide the following general information:

- A. Identify the name, address, telephone, facsimile numbers, and email address 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 of the personnel proposed to be part of the project, as well as their availability (as a percentage of their total time) for the project.
- D. Identify what is to be directly undertaken by the Consultant/Contractor and what portions will be subcontracted. At a minimum, SOQs must identify the lead parties that will undertake the various roles for the various phases.
- E. Describe the proposed contractual relationships between the Consultant/Contractor 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/Contractor. If the Consultant/Contractor is a joint venture, the required information must be submitted for each member of the joint venture firm. Include the following:
 1. Names of partners, and company officers who own 10 percent or more of the shares;
 2. If the Consultant/Contractor or joint venture is a subsidiary of a parent company, state when the subsidiary was formed and its place in the corporate structure of the parent company. If a subsidiary is newly created for the purposes of responding to this SOQ, the reasons for this action must be fully disclosed; and
 3. Identify any lawsuits or litigation, permit violations, and/or contract disputes for other projects by the Consultant/Contractor.
- H. Provide client references (for both current and past clients) for projects similar to the one described within this RFQ. References to websites of actual projects completed are not required but may be beneficial.

3.2 QUALIFICATIONS AND EXPERIENCE

The Consultant/Contractor 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 Consultant/Contractor project team working together for this project or similar projects as applicable to the SOQ. Include current work assignments and available capacity to perform the specific City Project. Please include any and all work for the City since July 1, 2010. Please limit it to one (1) page. City will request additional information if warranted.

B. Project Team Members Experience:

Provide resumes of the key members Consultant/Contractor's project team including the project manager and all key technical personnel who are to be directly used as applicable to the SOQ. Resumes should include information on professional registrations and certifications of each team member. Please limit it to two (2) pages per team member. The City will request additional information if warranted.

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 Consultant Project Team has worked on together or singularly. These projects should be similar in nature to the requirements detailed in this RFQ.

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. Please limit it to one (1) page per project. City will request additional information if warranted.

3.3 PROPOSAL SCOPE OF WORK

A. General Scope of Work: The Consultant/Contractor shall:

- 1 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 **WQP Rate Study – Level & Cost of Service Update**.
- 2 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 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 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 Conduct the work for the Professional Services for the project in compliance with all applicable federal, state, and local laws, regulations, permits, and approvals.
- 6 Provide adequate supervision and technical and managerial oversight of its employees, subcontractors, and agents.

B. Specific Scope of Work

- 1 Project scope will include analysis of stormwater utility funding, debt issuances, levels and costs of service, mandates, programs, and applicable laws, regulations, and ordinances.
- 2 Interested firms must demonstrate experience in finance; public outreach; legal research and interpretations; environmental engineering practices; stormwater utility management including the necessary heavy equipment, staffing, capital projects, and operating budgets.
- 3 Additional Scope of Service requirements may be included or developed during contract negotiations. The Consultant will be required to attend and support meetings with City staff as necessary to report project status, share findings, review budgets, conduct field investigations, and make critical decisions. The Consultant may also be required to attend/address public meetings or presentations to boards, committees, and/or City Council as deemed necessary by the City.
- 4 Other Duties: The Consultant/Contractor may be asked to participate and assist with organization of related kick-off meetings, regular progress meetings, regulatory agency meetings, workshops, and site visits as needed during the course of the project.

3.4 CITY SUPPLIED SERVICES

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

- A. A project manager as the single point of contact, who will be the responsible party for the City;
- B. Consultant access to all City records that will assist in this project including existing preferred models and stormwater structure descriptions, locations and assessments;

3.5 FINANCIAL RESOURCES

The Consultant/Contractor shall provide documentation that the firm is of sound financial standing.

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/70_SOPs.htm

- 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. All records and documentation pertaining to the Consultant/Contractor shall be maintained for a period of five (5) years following expiration or termination of the Agreement.

C. Audit Provisions

- 1. The City or its assignee may audit all financial and related records (including digital) associated with the terms of the Contract or Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and/or equipment claimed by the Consultant/Contractor. The City may further audit any Consultant/Contractor records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the Contract or Agreement) or to identify conflicts of interest.
- 2. The Consultant/Contractor shall at all times during the term of the Contract or Agreement and for a period of five (5) years after the end of the Contract, keep and maintain records of the work performed pursuant to this Contract or Agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Consultant/Contractor. Documents shall be maintained by the Consultant/Contractor necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. The Consultant/Contractor shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.
- 3. The obligations of this Section shall be explicitly included in any Subcontracts or Agreements formed between the Consultant/Contractor and any subcontractors or suppliers of goods or services to the extent that those Subcontracts or Agreements relate to fulfillment of the Consultant/Contractor's obligations to the City.
- 4. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City unless the audit identifies significant findings that would benefit the City. The Consultant/Contractor shall reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.
- 5. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

3.7 ALTERNATE APPROACHES

This RFQ briefly describes the City's current or anticipated approach and deliverables. Consultants are encouraged to prepare their project approach accordingly. However, alternate approaches are welcome, provided the Contractor/Consultant can demonstrate similar or additional benefits to the

City. Alternate approaches may be mentioned briefly in the Contractor/Consultant's submittal; however, detailed consideration of alternate approaches should be deferred to workshops that Contractor/Consultant may propose as part of the Project Management task.

3.8 LENGTH OF CONTRACT

The length of the Contract shall not exceed one (1) year unless otherwise approved by the City.

Section 4 - Review and Evaluation of SOQs

4.1 REVIEW COMMITTEE

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

4.2 FORMAL PRESENTATIONS

Currently, the City does not anticipate hosting formal presentations from submitting firms.

4.3 SELECTION CRITERIA

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

A. General

1. Proposal and/or SOQ properly interpret the Request for Qualifications.
2. Proposal and/or SOQ contain no technical errors.
3. Proposal and/or SOQ contain no discrepancies, omissions, ambiguous, and/or misleading statements.

B. Problem Statement and Background Summary.

1. Proposal and/or SOQ demonstrate good understanding of the problem.

C. Proposal Plan (Objectives and Tasks)

1. Proposal and/or SOQ cite specific tasks clearly.
2. Difficult areas are identified and details for overcoming them are given.
3. Proposal and/or SOQ represent a novel idea or technical approach that is worth considering.

D. Products and Implementation

1. Proposal and/or SOQ clearly define products to be delivered at phase/project completion. SOQ includes a practical, realistic implementation plan, and schedule, showing a familiarity with City procedures and policies, as well as demonstrated ability to meet budgets and schedules without compromising sound engineering practice for similar projects.

E. Staffing and Facilities

1. Availability of personnel is clearly defined.
2. Proposal and/or SOQ show a depth of qualified personnel.
3. Personal qualifications and education are directly related to the project requirements.
4. Key personnel have direct experience and accomplishments with this type of project.
5. Proposal and/or SOQ show ability to manage a project of this size.
6. Proposal and/or SOQ include plans for specific key personnel assignment.
7. Project does not depend excessively on Sub consultants/Subcontractors or recruited personnel.
8. Submitter's location will not hinder project completion.
9. Sub consultants/subcontractor's location will not hinder project completion.

F. City Involvement

1. City involvement is clearly described and quantified.
2. City involvement is not excessive.

G. Submitter's Record of Past Accomplishments for the City

1. Submitter satisfactorily completed past projects.
2. Submitter met scheduled commitments.
3. Submitter was cooperative and flexible.

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, religion, or national origin.

4.4 SELECTION OF FINALIST

After the review of the SOQs by the Review Committee and possibly formal presentations, the City may, at its sole option, elect to reject all SOQs 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(s) to negotiate an Agreement.