

Request for Qualifications

Professional Services For Wet Weather Combined Sewer Storage-Phase 1 For City of Chattanooga, Tennessee

Contract No. W-17-004

February 2017



Section 1

Introduction

REQUEST FOR QUALIFICATIONS
FOR
PROFESSIONAL SERVICES
FOR
WET WEATHER COMBINED
SEWER STORAGE-PHASE 1
FOR
INTERCEPTOR SEWER SYSTEM
CITY OF CHATTANOOGA, TENNESSEE
CONTRACT NO. W-17-004
(02/09/2017)

1.1 INTRODUCTION

1.2 BACKGROUND

The City of Chattanooga (City) is requesting qualifications (RFQ) from qualified Consultant/Contractors for the purpose of selecting Consultant/Contractor(s) with which to negotiate a Professional Service Contract(s) for Professional Services for Wet Weather Combined Sewer Storage-Phase 1 described herein.

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.

1.3 PURPOSE OF RFQ

A. Background

The City of Chattanooga (City) is Municipal Corporation that owns, operates, and maintains the Interceptor Sewer System (ISS). The ISS serves as a regional wastewater transportation and treatment system. The ISS operates and maintains the 140 mgd Moccasin Bend WWTP, 72 wastewater pump stations ranging from 25 gpm to 130 mgd, eight (8) combined sewer treatment facilities (CSOTFs), 1268 miles of sewer including 70 miles of combined sewer, and 30,000 manholes.

The regional satellite service and drainage area covers the majority of Hamilton County in Tennessee, Catoosa County, Dade County, and approximately half of Walker County in Georgia. Satellite customers include Hamilton County Water and Wastewater Authority (Red Bank, East Ridge, Signal Mountain, Lookout Mountain, and Ridgeside, Tennessee), Collegedale Tennessee, Ringgold, Fort Oglethorpe, Rossville, Lookout Mountain, and parts of Walker and Dade Counties in Georgia.

This project supports compliance with the Consent Decree (CD) which the City has negotiated with the United States Environmental Protection Agency (EPA), Department of Justice (DOJ), and the Tennessee Department of Environment and Conservation (TDEC). The CD outlines steps to be taken to address management, operations, and maintenance of the ISS wastewater collection, transmission, and treatment system. The CD is a multi-year program to significantly minimize, and eliminate where possible, sanitary sewer overflows ("SSOs") and improve the operation of its sewer system.

B. Purpose

The purpose of this RFQ is to identify and select Consultant/Contractor(s) who can provide experienced engineering assistance for the City to implement the requirements of the Wet Weather Combined Sewer Storage-Phase 1 Project that addresses the general and specific scope of work items described herein.

Section 2

Instructions for RFQ

2.1 INSTRUCTIONS FOR RFQ

2.2 GENERAL

Five (5) 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 20 pages front and back.

All RFQs shall be submitted in a sealed envelope or box marked "REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES FOR T WET WEATHER COMBINED SEWER STORAGE - PHASE 1 FOR THE INTERCEPTOR SEWER SYSTEM OF CITY OF CHATTANOOGA, TENNESSEE, CONTRACT NO. W-17-004"

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 Friday, March 3, 2017 to the attention of:

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

NOTE: RFQ 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 projects and description 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 projects are not wanted.

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. Award of professional services contracts for this project is subject to the availability of funding.
- 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 perform the work described herein upon giving the Consultant/Contractor a 30 (thirty) day written notice of the intention to do so.

2.5 PRE- RFQ CONFERENCE

A Pre-RFQ Conference will be held **Wednesday, February 15, 2017 at 1:30 pm** at the O&C Conference Room at Moccasin Bend WWTP, 455 Moccasin Bend Road, Chattanooga, TN 37405.

2.6 FACILITY VISIT

The site may be visited directly following the Pre-RFQ conference.

2.7 ADDITIONAL REQUESTS FOR INFORMATION

The RFQ is considered to be self explanatory and should not require any additional requests for information.

All contacts shall be made through the following:

City of Chattanooga
Purchasing Department
101 E. 11th Street, Suite G13
Chattanooga, TN 37402
Purchasing@chattanooga.gov
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 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 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.

Section 3

RFQ Contents

3.1 BRIEF DESCRIPTION OF PROFESSIONAL SERVICES FOR THICKENER IMPROVEMENTS FOR INTERCEPTOR SEWER SYSTEM OF CITY OF CHATTANOOGA, TENNESSEE.

A. *Award of professional services contracts for this project is subject to the availability of funding.*

B. The following is a brief description of the project that will be considered in this RFQ:

The City of Chattanooga, Tennessee (City) is requesting the preliminary engineering, detailed design, and construction administration and inspection services for the Wet Weather Combined Sewer Storage-Phase 1. The preliminary engineering phase will determine the actual flows and volumes and approach utilized for detailed design and construction. A potential alternative to be analyzed is utilizing the IRPS for additional pumping capacity to the storage facilities as opposed to constructing a new pumping station. The project includes:

- A new wet weather pumping station with capabilities of pumping approximately 40 MGD,
- A new approximately 10 MG of covered above grade wet weather storage located at 159 Hamm Road, Chattanooga, TN
- Site improvements for additional storage up to 40 MG,
- A diversion structure,
- Odor control system,
- All piping and appurtenances,
- Electrical improvements to the IRPS

3.1 GENERAL INFORMATION

The RFQ 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. Provide the history, ownership, organization, and background of the Consultant/Contractor. *Please limit it to one (1) page. City will request additional information if warranted.*

- D. Briefly describe Consultant/Contractor Project Team staff capabilities and numbers of staff in office location where Consultant/Contractor Project Team will be based.
- E. 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.
- F. 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. Please limit it to one (1) page. City will request additional information if warranted.

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

C. Previous Experience With Similar Projects

Provide a list of the most recent five (5) 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. Please limit it to one (1) page per project. City will request additional information if warranted.

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 Wet Weather Combined Sewer Storage-Phase 1 including coordinating with MBWWTP operations
- 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(s) 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(s) 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 support and utilize the City's Standard Operating Procedures developed for the CD program as necessary and required. Specifically, the design of each project shall comply with CADD standards, standardized specifications, or approved design guidelines, cost estimating guidelines, and materials and functional layout and operation of equipment and systems as required.
8. 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.
9. The Consultant shall prepare an initial and minimum monthly update to its project schedule; updates can be more frequent or as significant activities change.
10. 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.
11. 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.
12. 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.
13. 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.

14. 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.
15. The Consultant may be asked to provide technical support to the City for public relations purposes.
16. The Consultant shall utilize the City's standardized Division 00 and 01 specifications developed for the CD program in developing project specific specifications. In addition the City's designated agent will provide to the Consultant certain technical specifications, details and minimum design guidelines intended to provide consistency across the design deliverables from various Consultants on similar types of work as required.
17. The Consultant shall create and provide CADD .dwg files in AutoCAD 2009 or later format. Files shall be referenced to Tennessee State Planes Coordinates. Full-size plans shall be 22-inch by 34-inch sheets and half-size plans shall be 11-inch by 17-inch sheets. Any new plan sheets are to conform to the format established at the beginning of the design. Typical AutoCAD border template will be provided by the City or the City's designated agent. Plotting shall occur utilizing the AIA standard pen tables which can be provided upon request.
18. 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.
19. The Consultant shall submit all pay requests/invoices to the City's designated agent first for approval.
20. Consultant shall identify any and all permits during the first month of project activity from Notice to Proceed (NTP). Likely easements and permanent real estate acquisitions shall be identified with special purpose survey exhibits depicting areas needed based on a schedule to be developed by the Consultant within the first month of project activity from NTP.
21. The City's designated agent may conduct monthly 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 270 days after NTP.
- d. This bidding portion of this project is required to be completed in 90 days from obtaining site certificate from the State Revolving Fund Loan Program (SRFLP).
- e. The Construction Administration and Resident Project Representative portion of the project is estimated to be completed in less than 365 days from NTP of Construction contract.
- f. Hold regularly scheduled meetings with City staff and City's designated agent 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, record drawings, USGS maps, and flow data.

Task 2 – Preliminary Engineering Report

- a. Establish a Basis of Design to include, but not be limited to, capacity, maintenance, reliability, energy efficiency, accessibility and safety.
- b. Prepare conceptual drawings.
- c. Coordinate with other on-going relevant projects to ensure all goals are being met.
- d. 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.
- e. 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.
- f. Assist City's designated agent with information necessary to address funding requirements.
- g. 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 TDEC and SRF for review and approval.

- k. Incorporate TDEC and SRF 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. Assist in submitting MBE/WBE documentation to SRFLP and get Approval to Award.
- f. Prepare Contract Documents for execution.

Task 5 – Construction Phase Services

- a. Provide Construction administration and coordination.
- b. Pre-Construction and monthly progress meetings
- 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

Task 7 – Geotechnical Services as Required

Task 8 – Survey Services as Required

3.4 CITY SUPPLIED SERVICES

The City will provide the following services for the project:

- A. The City will provide the Consultant/Contractor copies of all current and necessary permits and approvals from all federal, state, and local regulatory agencies. These include NPDES, air quality, water quality, storm water quality, solid waste, special wastes, and other regulatory permits that may be required.
- B. The City will provide the Consultant/Contractor copies of all necessary sewer reports related to the MBWWTP.
- C. The City will provide the Consultant all necessary available flow information from the WWTP.
- D. The City will provide the Consultant/Contractor access to the WWTP sites as requested.

- E. The City will coordinate for the Consultant/Contractor the acquisition of future population and employment figures from regional planning institutions as required for the project.
- F. 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.
- G. The City will provide the Consultant/Contractor access to all necessary available plans and specifications for its WWTP.
- H. The City will provide the Consultant/Contractor with necessary available requested drawings for the WWTP. The City will provide all necessary available pump station data for requested pump stations including pump curves, draw down test data, operating conditions, etc.
- I. The City will provide the Consultant/Contractor with documentation of existing O&M procedures necessary and related to the operation of the WWTP that may relate to the project.
- J. The City will provide the Consultant/Contractor with documentation of existing standards and procedures related to the WWTP development and expansion.
- K. The City will arrange for facilities for the Consultant/Contractor and attend public information meetings as required. The City will prepare and mail invitations for public information meetings as required.
- L. The City and ISS will designate a project engineer(s) from the City of the City's designated agent to be the liaison between the Consultant/Contractor and the City for the project.

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-files/StandardEngineeringAgreementtr7.pdf>

- A. Except for information and data that is protected under law as confidential, all reports, permits, applications, etc. filed in connection with the work will be available for public inspection.
- B. Representatives of the City, EPA, and State shall have access at reasonable times to the site(s) of the Consultant/Contractor's operations for the purposes of conducting inspections, or reviewing or copying records related to planning and design, and construction management of the project.
- C. 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.
- D. The City's Audit Provisions shall be applicable to the Agreement:

1. The City or its assign 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 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 necessary to clearly reflect all work and actions taken shall be maintained by the Consultant. 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 describes the City's current approach for project development and consultants are encouraged to prepare their project approach when required 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.

Section 4

Review and Evaluation of RFQs

4.1 REVIEW AND EVALUATION OF RFQs

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 four (4) 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.