

RFQ # 15-005-49
REQUEST FOR QUALIFICATIONS

NOISE STUDY FOR MACON ROAD IMPROVEMENT PROJECT

Shelby County Government, Tennessee, an Equal Opportunity, Affirmative Action Employer, seeks to retain the services of an engineering consulting firm to provide professional services for a noise study along Macon Road from Berryhill Road to Houston Levee Road pursuant to the National Environmental Policy Act (NEPA). This study will be incorporated into a larger environmental document that is being developed for a proposed widening project of Macon Road from two (2) to five (5) lanes.

Interested consultants should submit a Letter of Interest and Statement of Qualifications related to the services requested by the RFQ specifications. The County will select and negotiate a contract with the consultant most qualified for the project.

A voluntary pre-bid conference will be held at **Wednesday, June 10, 2015 at 2:30 p.m. (CST)** at the following location: Shelby County Roads Bridges and Engineering, 6449 Haley Road, Memphis, Tennessee 38134.

Minimum Requirements

All proposers must:

- Possess a professional license to practice engineering in the State of Tennessee.
- Adhere to all Title VI requirements and provide proof/documentation.
- Possess experience in noise studies for transportation projects.
- Listed on the TDOT approved consultant listing.
- Have experience in developing environmental clearance documents.
- Adhere to the requirements of the certified Locally Owned Small Business (LOSB) participation. Project goal is **5%** participation.
- Prime and LOSB contractors must **apply** and **qualify** for an Equal Opportunity Compliance (EOC) certification number through our EOC Administration prior to submitting your response.
- Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the “Tennessee Lawful Employment Act (effective date of 1/1/2012). Proof and documentation of employment eligibility must be included with the proposal.

You can access the online applications to receive the numbers indicated above at www.shelbycountyttn.gov. To obtain a vendor number and an EOC number, please follow the instructions below:

Vendor Number (Purchasing Department)

At the top of the home page, click on the links “Department”, “P” for the Purchasing Department and “Conducting Business with Shelby County”. The “Vendor Registration” link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. (*Applications for a vendor number are accepted online only.*)

Equal Opportunity Compliance (EOC) Number (EOC Administration Office)

At the top of the home page, click on the links “Department”, “E” for the Equal Opportunity Compliance and “Contract Compliance Program”. The “Contract Compliance Packet” link is in the middle of the page. Please print the packet and mail or fax the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 200, Memphis, TN 38103. The fax number is 901-222-1101.

Note: Because of the length of time it takes to apply and receive an EOC number, proposals from vendors who apply prior to the RFP due date will be accepted pending EOC approval of their application.

If you have any questions regarding the application, you may contact Purchasing at (901)222-2250 or the EOC Administration at (901) 222-1100.

INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities for Claims and Liabilities.

The Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liabilities, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with, or in breach of, this Contract or in the performance of the duties hereunder, whether performed by the Provider, its sub-Providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

The Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

The County has no obligation to provide legal counsel or defense to the Provider or its sub-Providers in the event that a suit, claim, or action of any character is brought **by any**

person not party to this Contract against the Provider as a result of or relating to obligations under this Contract.

Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.

The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 950, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-Providers regarding any matter resulting from or relating to Provider's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 950, Memphis, TN 38103, of cancellation or changes in any of the insurance coverage required.

2. Insurance Requirements.

The Provider shall purchase and maintain, in a company or companies authorized to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the Provider's operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the Provider or subcontractor may be liable.

The insurance required shall be written for not less than any limits of liability specified below or required by law, whichever is greater. The Provider will maintain throughout the life of this Contract insurance, through insurers rated A- X or better by A. M. BEST, in the following minimum requirements:

Professional Liability Insurance - coverage with minimum limits of \$1,000,000.00 per occurrence/\$3,000,000.00 annual aggregate.. Coverage is to include the provider and all its employed or contracted professionals.

Commercial General Liability Insurance - \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:

- A. Premises/Operations
- B. Products/Completed Operations
- C. Contractual
- D. Independent Contractors
- E. Personal Injury and Advertising Liability.

Workers Compensation and Employers' Liability Insurance – Per Tennessee statutes. Provider waives its right of subrogation against Shelby County for any and all workers' compensation claims.

Business Automobile Liability Insurance – minimum \$1,000,000 single limit each accident for property damage and bodily injury. Coverage is to be provided on all Owned/Leased Autos, Non-Owned Autos and Hired Autos. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds.

All policies will provide for 30 days written notice to Shelby County of cancellation of coverage provided. Ten (10) days' notice applicable to non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider shall provide immediate notice to Shelby County and provide evidence of replacement coverage with no lapse.

All insurance policies maintained by the Contractor shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

Provider shall provide County with a current Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal copies on each anniversary date. The certificate holder is to read:

Shelby County Government
Purchasing Department
160 North Main Street Suite 900
Memphis, Tennessee 38103

General Information and Project Scope:

The National Environmental Policy Act (NEPA) requires agencies utilizing federal funding to integrate environmental values into their decision making processes. The scope of this project studies the potential noise impacts by the proposed widening of Macon Road between Berryhill Road and Houston Levee Road and develops a document for inclusion in the full environmental study of the corridor. The noise study will provide federal and state agencies with environmental impact information necessary to evaluate the project for compliance with standards set forth by NEPA.

Submittal Format / Evaluation Criteria

Submittals shall be organized in a manner requested in the RFQ. Submittals shall contain all pertinent information requested and will be evaluated based on adherence to the following:

1. General Requirements
 - Cover letter
 - Firm name, address, and telephone number
 - Point of contact: name and telephone number
 - Written statement of compliance with Title VI
 - Proof of Engineering Licensure
 - Listed on the TDOT approved consultant listing
2. Capacity to perform required services
 - Areas of expertise addressed by the team members presented in submittal
3. Qualifications
 - Company overview for all consulting firms participating as team members
 - Resumes for proposed project manager and staff from each participating firm
4. Experience

Provide case study information documenting relevant experience from NEPA and roadway design within the past five years (minimum of four projects with at least two in the public sector). Case studies shall list the following as a minimum:

 - Client and client's point of contact information
 - Firm's role in project
 - Construction costs
 - Project staff and their role
5. Methodology

Summary of suggested approach and methodology shall include:

 - Clearly defined scope of work
 - Proposed distribution of tasks among team members
 - Organizational chart, including all team members
 - Proposed evaluation methods, calculations, software modeling, etc., to accomplish scope

6. Project schedule
 - Provide project timeline including major tasks and/or milestones
7. Level of certified Locally Owned Small Business (LOSB) participation
 - LOSB participation percentage must be calculable from distribution of tasks outlined in Methodology section

Inclusion of a fee is not required. A cost proposal will be negotiated with the selected consultant.

Respondents requesting additional information or clarification are to contact Nelson Fowler in writing at nelson.fowler@shelbycountyttn.gov or at the address listed below. Questions should reference the section of the RFQ to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Monday, June 15 at 12:00 p.m. (CST)***

These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County or its benefit administrators regarding this RFQ may disqualify your company from further consideration.

Firms may request consideration by submitting an original and five copies of a letter of interest and statement of qualifications to Mr. Nelson Fowler, Manager A, Purchasing Department, Shelby County Government, 160 North Main Street, Suite 550, Memphis, TN 38103.

All qualifications must be received by Mr. Fowler's office on or before 4:00 PM (Central Time) Monday, June 22, 2015.

Submittals will be reviewed by a Consultant Review Committee (CRC) that will identify the most qualified proposers. At the discretion of the CRC, selected consultants may be interviewed to determine the most qualified firm or firms.

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex and creed or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond to all advertisements.