

**RFQ # 15-010-15**  
**REQUEST FOR QUALIFICATIONS**  
**ENGINEERING DESIGN SERVICES**  
**616 ADAMS SPRINKLER SYSTEM RETROFIT**

**I. INTRODUCTION**

Shelby County Government (the “County”), is soliciting services of a qualified consulting firm to provide engineering design services for a retrofit of the existing sprinkler system at the Juvenile Court, located at 616 Adams Avenue.

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.

**II. MINIMUM REQUIREMENTS**

All proposers must:

- Possess a professional license to practice engineering in the State of Tennessee
- Have at least three years of experience in sprinkler system design for detention facilities.
- Adhere to all Title VI requirements and provide proof/documentation.
- Adhere to the requirements of certified Locally Owned Small Business (LOSB) participation. Project goal is 20% participation.
- Adhere to all insurance requirements and provide documentation if a contract is awarded.
- Apply and qualify for an Equal Opportunity Compliance (EOC) certification number through our EOC Administration.

As a part of doing business with Shelby County, each individual, company or organization is required to apply and qualify for a vendor number and an “Equal Opportunity Compliance” certification number prior to submitting your response.

Because of the length of time it takes to apply and qualify for an EOC number, vendors who submit an application prior to the bid opening bid will be accepted pending EOC approval.

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.

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

**NOTE: A VOLUNTARY pre-bid conference will be held at 2:00 PM, Wednesday, November 12, 2014 at the following location:**

**Shelby County Support Services  
Conference Room  
584 Adams Avenue  
Memphis, Tennessee 38103.**

**III. PROJECT DESCRIPTION**

The scope of this project includes, but is not limited to: a comprehensive assessment of the existing sprinkler system serving the Juvenile Court; prioritized recommendations regarding the retrofit, or modification of the sprinkler system to prevent or minimize flooding due to inappropriate operation of the system; and, design and construction administration of specified retrofit, or modification of the sprinkler system. The successful firm will investigate County needs, prepare specifications, prepare construction documents and provide construction administration services.

**IV. SCOPE OF SERVICES**

Required services include, but are not limited to:

1. Assess and evaluate the existing sprinkler system and make recommendations for the retrofit as needed to prevent flooding due to inappropriate operation of the system;
2. Develop the Preliminary Design and Cost Estimate;
3. Upon approval of the Preliminary Design and Cost Estimate by the County, proceed with Design Development, Construction Documents, inclusive of technical specifications and drawings;
4. Submit design documents to the Memphis Fire Marshall for approval prior to bidding;
5. Provide Bid Documents and assist the County during the Bidding and Construction Contract negotiation processes, including participation in Pre-Bid meeting and preparation of addenda;
6. Provide Construction Administration for the project, hold construction meetings, prepare meeting minutes, progress reports, and monitor construction progress relative to scheduling;

7. Provide all correspondence and serve as liaison between County and Contractor;
8. Provide regular site visits to monitor progress. Perform field observation and provide technical assistance as needed to direct the Contractor on any minor changes and clarifications;
9. Coordinate and arrange Contractor access;
10. Respond to Contractor Requests for Information, and/or review Contractor Change Order Requests;
11. Review and certify Contractor's pay applications;
12. Perform shop drawings/submittal review, field clarifications and as-built/record drawing review;
13. Provide close-out phase services, including, but not limited to, submission of drawings, as-built drawings, and other project-related documents.

## **V. 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 Licensure
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 public and private sector projects within the past five years. Case studies shall list the following as a minimum:

  - Client and client's point of contact information
  - Firm's role in project
  - Design fee, construction cost and change order amounts
  - 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
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.

## **VI. 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 550, 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.

PROFESSIONAL SERVICES/PROVIDER PROJECTS LESS THAN \$1,000,000

**Minimum Limits of Insurance**

**Provider shall maintain coverage with limits of no less than:**

**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/\$2,000,000.00 annual aggregate indicating if coverage is written on claims-made or occurrence policy form. 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. Broad Form Property Damage
- F. Personal Injury and Advertising Liability.
- G. \$5,000.00 per person medical payments

Workers Compensation and Employers' Liability Insurance - Including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. Employers Liability is \$1,000,000 per accident. Contractor/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.

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/Contractor will provide immediate notice to Shelby County.

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. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds.

Provider shall provide County with a current copy of the 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 N. Main, 9th Floor  
Memphis, TN 38103

Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the CONTRACTOR shall purchase replacement coverage and/or an extended reporting endorsement and furnish evidence of same to the County.

## **VII. CORRESPONDENCE**

Respondents requesting additional information or clarification are to contact Nelson Fowler in writing at [nelson.fowler@shelbycountyttn.gov](mailto: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, November 17, 2014 by 12:00 p.m. (CST)***

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

**All written questions submitted by the deadline indicated above will be answered and posted on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov) within forty eight (48) hours of the above cut-off date.**

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.

## VIII. PROPOSAL SUBMISSION & DEADLINE

Firms may request consideration by submitting an original, five copies and a digital CD 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 900, Memphis, TN 38103.

### Non-Discrimination and Title VI

The contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans sub-recipients of federal funds through the entity. The contractor shall produce the plan upon request of Shelby County Government. Failure to provide same shall constitute a material breach of contract.

### Disclosure of Proposal Contents

Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data, or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby

**All qualifications must be received by Mr. Fowler's office on or before 4:00 PM (Central Time) Thursday, November 20, 2014. The package containing an original, four copies and one (1) Digital CD of your response must be sealed and marked with the Proposer's name and, "Confidential, Engineering Design Services, 616 Adams Sprinkler System Retrofit".**

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.