



BOARD OF COUNTY COMMISSIONERS SHELBY COUNTY, TENNESSEE

AGENDA

Monday, January 25, 2016

Commissioner Terry Roland, Chairman
Commissioner Van D. Turner, Jr., Chairman Pro Tempore
Commissioner Walter Bailey, Jr.
Commissioner Steve Basar
Commissioner Mark Billingsley
Commissioner Willie F. Brooks, Jr.
Commissioner Melvin Burgess

Commissioner George B. Chism, Sr.
Commissioner Justin J. Ford
Commissioner Eddie S. Jones, Jr.
Commissioner Reginald Milton
Commissioner David Reaves
Commissioner Heidi Shafer

WQOX – 88.5 FM http://www.mcsk12.net/flash/memphis_8080.mov

Live streaming <http://www.shelbycountyttn.gov/index.aspx?NID=1218>

3:00 PM

COMMISSION CONVENES

1/27/2016 1:18 PM

CALL TO ORDER

Chairman Terry Roland

OPENING OF THE COMMISSION

Deputy Sheriff Sammie Jones

INVOCATION

Reverend Charlie Caswell, Senior Pastor
Union Grove Baptist Church

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTED

Approval of Minutes of Previous Session
January 11, 2016

Announcement for Appearance Cards for Public
Speaking/Public Comment Pursuant to Rule # 14(b)

CONSENT AGENDA

Resolutions of Memorial, Sympathy and Commendation

**BILLINGSLEY
ADOPTED**

1. **Special Resolution honoring Director Toney Armstrong for 27 years of exemplary service in local law enforcement. Sponsored by Commissioner Mark Billingsley.**

Zoning and Subdivisions

Reports and/or Resolutions for Standing Committees

**CHISM
ADOPTED**

2. **Resolution approving a contract with Ford Construction Company in the amount of \$1,532,196.00, and an extra work allowance in the amount of \$75,000.00, for a total amount of \$1,607,196.00, for replacement of the Sledge Road Bridge over Big Creek and amending the Operating Budget in the amount of \$1,928,498.00, and appropriating funds. This item requires an expenditure of State-Aid Bridge grant funds in the amount of \$1,575,052.00, and State Gas tax funds in the amount of \$32,144.00, for a total expenditure of \$1,607,196.00. Sponsored by Commissioner George B. Chism, Sr.**

**CHISM
ADOPTED**

3. **Resolution approving a contract between Shelby County Government and ANF Architects, Inc. for providing architectural and engineering design services for the renovation of 1060 Madison Avenue. This item requires expenditure of FY 2016 County Capital Improvement Program Funds in the amount of \$273,000.00, and appropriates said funds. Co-sponsored by Commissioners George B. Chism, Sr. and Walter L. Bailey, Jr.**

**CHISM
ADOPTED**

4. Resolution approving a contract between Shelby County Government and BRG3S architects for providing architectural and engineering design services for implementation of Health Department Master Plan. This item requires expenditure of FY 2016 County Capital Improvement Program Funds in the amount of \$396,000.00, and appropriates said funds. Co-sponsored by Commissioners George B. Chism, Sr. and Reginald Milton.

**REAVES
ADOPTED**

5. Resolution ratifying and approving amendments by the Shelby County Board of Education to their Operating Budget for Fiscal Year 2016 in the amount of \$5,780,669.00, as adopted by the Shelby County Board of Education on December 15, 2015. Sponsored by Commissioner David Reaves.

**REAVES
(REMOVED TO
REGULAR
AGENDA)
ADOPTED**

6. Resolution to amend the use of Capital Improvement Project Funds designated for Germantown High School as approved by the County Commission on May 12, 2014, as Resolution No. 16, Exhibit B. Sponsored by Commissioner David Reaves.

**FORD
ADOPTED**

7. Resolution approving the County Mayor's nomination of Arpit Shah for appointment to the Shelby County IT Steering Committee. Sponsored by Commissioner Van D. Turner, Jr.

**FORD
ADOPTED**

8. Resolution to amend Rules 6 (f)(ii) of the Board of Commissioners' Permanent Rules of Order. Sponsored by Chairman Terry Roland.

**FORD
ADOPTED**

9. Resolution awarding County Funds from the FY 2016 Operating Budget in the amount of \$2,500.00, to Walker M-Power Group, dba Timberlake Family Life Center, Inc., a Non-Profit Charitable Organization. Sponsored by Commissioner Van D. Turner, Jr.

FORD
ADOPTED

10. Resolution awarding County Funds from the FY 2016 Operating Budget in the amount of \$5,000.00 to Cane Creek Missionary Baptist Church, a Non-Profit Organization. Sponsored by Commissioner Reginald Milton.

JONES
ADOPTED

11. Resolution approving the sale of ONE HUNDRED FIFTEEN County-owned Delinquent Tax Parcels, acquired from various Shelby County Trustee tax sales, to identified purchasers at various prices collectively totaling \$705,125.00, pursuant to the sale provisions of Tennessee Code Annotated, Section 67-5-2507, and authorizing the Shelby County Mayor to execute Quit Claim Deeds. Sponsored by Commissioner Eddie S. Jones, Jr.

REAVES
ADOPTED

APPROVAL OF THE CONSENT AGENDA

REGULAR AGENDA

Elections, Appointments, and Confirmations

Ordinances

Zoning and Subdivisions

REAVES
ADOPTED

12. CASE NO. P.D. 15-325 CO

APPLICANT: Orgel Family LP, Weiss Family LP & N. Rosenberg

LOCATION: Northeast corner of the intersection of Walnut Grove Road and Houston Levee road (Parcel ID D0215 00250 and D0215 00251)

REQUEST: Planned development with commercial uses for two parcels located at the northeast corner of Houston Levee Road and Walnut Grove Road.

RECOMMENDATIONS:

**Memphis & Shelby County Office of Planning & Development:
APPROVAL WITH CONDITIONS**

**Memphis and Shelby County Land Use Control Board:
APPROVAL WITH CONDITIONS**

**Opposition/Interested Property Owners
None**

Reports and/or Resolutions for Standing Committees

**BILLINGSLEY
ADOPTED**

- 13. Resolution approving the election of notaries public for appointment and/or reappointment for Shelby County, Tennessee. Sponsored by Commissioner Melvin Burgess.**

**SHAFER
ADOPTED**

- 14. Resolution to amend Plans A, C, and D, as well as the Administration and Trust Agreement of the Shelby County, Tennessee, Retirement System to adopt changes suggested and passed by the Retirement Board. Sponsored by Chairman Terry Roland.**

**BASAR
ADOPTED**

- 15. Resolution awarding County Funds from the FY 2016 Operating Budget in the amount of \$7,750.00, to One Step Initiative, Inc., a Non-Profit Charitable Organization. Sponsored by Commissioner Van D. Turner, Jr., Commissioner Justin J. Ford, Commissioner Eddie S. Jones, Jr. and Commissioner Melvin Burgess.**

**JONES
ADOPTED**

16. Resolution awarding County Funds from the FY 2016 Operating Budget in the amount of \$20,250.00, to Africa in April Cultural Awareness Festival, Inc., a Non-Profit Charitable Organization. Sponsored by Commissioner Walter L. Bailey, Jr., Commissioner Eddie S. Jones, Jr., Commissioner Van D. Turner, Jr., Commissioner Reginald Milton, Commissioner Willie F. Brooks, Jr., Commissioner Justin J. Ford, and Commissioner Melvin Burgess.

**BASAR
ADOPTED**

17. Resolution awarding County Funds from the FY 2016 Operating Budget in the amount of \$26,000.00, to Big Brothers Big Sisters of the Mid-South, Inc., a Non-Profit Charitable Organization. Sponsored by Commissioner Steve Basar, Commissioner Walter L. Bailey, Jr., Commissioner Willie F. Brooks, Jr. and Commissioner Van D. Turner, Jr.

**BASAR
ADOPTED
(AS
AMENDED)**

18. Resolution awarding County Funds from the FY 2016 Operating Budget in the amount of \$8,000.00, to Memphis Gay and Lesbian Community Center, a Non-Profit Charitable Organization. Sponsored by Commissioner Reginald Milton, Commissioner Walter L. Bailey, Jr. AND Commissioner Justin J. Ford.

**BASAR
ADOPTED**

19. Resolution awarding County Funds from the FY 2016 Operating Budget in the amount of \$18,000.00, to Neshoba Community Resource Center, a Non-Profit Charitable Organization. Sponsored by Commissioner Walter L. Bailey, Jr., Commissioner Van D. Turner, Jr., Commissioner Justin J. Ford and Commissioner Eddie S. Jones, Jr.

Announcements/Statements

Adjournment

20. Adjournment to Monday, February 8, 2016, at 3:00 p.m.

Item #: 4

Moved by: CHISM

Prepared by: Diep Tran

Seconded by: _____

Reviewed by: Lee R. Hopson

RESOLUTION APPROVING A CONTRACT BETWEEN SHELBY COUNTY GOVERNMENT AND BRG3S ARCHITECTS FOR PROVIDING ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR IMPLEMENTATION OF HEALTH DEPARTMENT MASTER PLAN . THIS ITEM REQUIRES EXPENDITURE OF FY 2016 COUNTY CAPITAL IMPROVEMENT PROGRAM FUNDS IN THE AMOUNT OF \$396,000.00, AND APPROPRIATES SAID FUNDS. CO-SPONSORED BY COMMISSIONERS GEORGE B. CHISM, SR. AND REGINALD MILTON.

WHEREAS, Request for Qualifications (RFQ) No. 16-007-06 Architectural and Engineering Design Services for Implementation of Health Department Master Plan and renovation to 1060 Madison was issued, and proposals received on July 30, 2015, with the most responsive proposal for implementation of the Health Department Master Plan being submitted by BRG3S Architects; and

WHEREAS, The County desires to hire BRG3S Architects to provide architectural and engineering design services for the implementation of Health Department Master Plan in the amount of \$396,000.00; and

WHEREAS, Funds are available in the FY 2016 budget for Capital Improvement Program (CIP) Project No. 307386 – Health Department Master Plan; and

WHEREAS, It is necessary to appropriate funds in the amount not to exceed \$396,000.00, to fund this contract.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the contract with BRG3S Architects in the amount not to exceed \$396,000.00, for providing architectural

and engineering design services for the implementation of the Health Department Master Plan, as outlined in Exhibit A, attached hereto and incorporated herein by reference, is hereby approved.

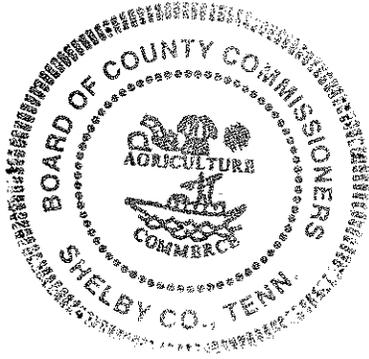
BE IT FURTHER RESOLVED, That funds in the amount not to exceed \$396,000.00, be and are hereby appropriated from FY 2016 CIP Project No. 307386 – Health Department Master Plan.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute any and all documents necessary to the intents of this Resolution, executed copies of which documents shall be placed on file in Contracts Administration and Purchasing Department.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant or warrants in an amount not to exceed \$396,000.00, to BRG3S Architects for the purposes contained in this Resolution and to take proper credit in their accounting therefor.

BE IT FURTHER RESOLVED, That the Purchasing Department is authorized to issue purchase orders pursuant to said contract for architectural and engineering design services for the implementation of Health Department Master Plan from FY 2016 CIP Project No. 307386, subject to the availability of funds at the time the purchase order is issued.

BE IT FURTHER RESOLVED, That this Resolution shall become effective in accordance with the Shelby County Charter, Article II, Section 2.06(B).



Mark H. Luttrell, Jr.

Mark H. Luttrell, Jr.
Shelby County Mayor

Date: 2-3-16

ATTEST:

Karen M. Hicks

Clerk of County Commission

ADOPTED: January 25, 2016

CONTRACT

This contract (the "Contract") entered into this _____ day of _____, 20____, and between SHELBY COUNTY GOVERNMENT, hereinafter referred to as "COUNTY" and BRG3S Architects, hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY has the need for the provision of professional architecture and engineering services for the implementation of the Health department Master Plan; and

WHEREAS, the COUNTY issued a Request for Qualifications (RFQ) No. 16-007-06, on July 30, 2015, and CONSULTANT responded to said RFQ on August 31, 2015; and

WHEREAS, the CONSULTANT has the knowledge and expertise to provide such services; and

WHEREAS, the COUNTY awarded the RFQ to CONSULTANT on October 13, 2015; and

WHEREAS, the parties are desirous of entering into a contract setting forth the terms and conditions under which the CONSULTANT will provide said services.

NOW THEREFORE, for and in consideration of mutual promises and covenants herein contained, the parties hereto agree as follows:

I. SCOPE OF WORK

1. The CONSULTANT shall provide the services as outlined within the COUNTY's RFQ No. 16-007-06 and CONSULTANT's proposal thereto which are attached hereto as Exhibits "A" and "B" respectively and incorporated herein by reference as if stated verbatim (the "Services").

II. TERM AND COMPENSATION

1. The term of this Contract (the "Term") will commence upon execution of this Contract and continue until the services are complete.

The COUNTY agrees to compensate the CONSULTANT for the provision of the Services in accordance with Cost Proposal attached hereto as Exhibit "C" and incorporated herein by reference.

In any event, the sum total for the Services provided by CONSULTANT shall not exceed Three Hundred Ninety Six Thousand dollars (\$396,000.00) (the "Fee") during the term of this Contract which shall include all reimbursable expenses. The Fee is payable in accordance with the following schedule:

A. \$75,000.00 for Programming Phase payable in installments as a percent of completion.

B. \$321,000.00 for Schematic Design Phase (including Survey and Geotechnical investigation) payable in installments as a percent of completion.

Total: \$396,000.00

2. The CONSULTANT shall submit invoices to the COUNTY on a monthly basis for Services performed during the preceding month. Invoices shall be submitted in duplicate to the address set forth in the Notice section of this Contract to the attention of Mr. Diep Tran. The COUNTY shall pay such invoices within thirty (30) days of its receipt and approval of said invoices. The COUNTY is not obligated to pay, and will withhold from payment, any amounts the COUNTY has in dispute with the CONSULTANT based on CONSULTANT'S non-performance or negligent performance of any of the Services under this Contract.
3. CONSULTANT shall not be permitted or authorized to incur costs beyond the extent that purchase orders have been issued on approved contracts and/or purchases prior to the commencement date, during the term of the contract, and/or subsequent to the termination date of County contracts or purchases without prior, expressly written, appropriate authorization pursuant to County purchasing procedures and rules and regulations. County is not obligated to pay nor shall CONSULTANT be entitled to receive payments for contract fees and expenses incurred in violation of this provision.

III. GENERAL CONDITIONS

The parties further agree as follows:

1. CONTROL

All Services by the CONSULTANT will be performed in a manner satisfactory to the COUNTY, and in accordance with the generally accepted business practices and

procedures of the COUNTY.

2. CONSULTANT'S PERSONNEL

The CONSULTANT certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by the CONSULTANT. The CONSULTANT further certifies that all of its employees assigned to serve the COUNTY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONSULTANT who, in the opinion of the COUNTY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the Services under this Contract.

3. INDEPENDENT STATUS

- a. Nothing in this Contract shall be deemed to represent that the CONSULTANT, or any of the CONSULTANT's employees or agents, are the agents, representatives, or employees of the COUNTY. The CONSULTANT will be an independent CONSULTANT over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give the COUNTY the right to direct the CONSULTANT as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONSULTANT is solely for purposes of compliance with local, state and federal regulations and means that the CONSULTANT will follow the desires of the COUNTY only as to the intended results of the scope of this Contract.
- b. It is further expressly agreed and understood by CONSULTANT that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that CONSULTANT has been retained by the COUNTY to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages) and that invoices submitted to the COUNTY by CONSULTANT for the Services performed shall be on the CONSULTANT's letterhead.

4. REPORTS

CONSULTANT shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of the use of COUNTY's funds, and shall be inclusive of specific Services delivered. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division

of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

5. TERMINATION OR ABANDONMENT

- a. It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that:
 - i) Either the CONSULTANT or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
 - ii) CONSULTANT has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval; or
 - iii) CONSULTANT has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of CONSULTANT assets.
- b. The COUNTY may terminate the Contract upon five (5) days written notice by the COUNTY or its authorized agent to the CONSULTANT for CONSULTANT's failure to provide the Services specified under this Contract.
- c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the CONSULTANT shall be paid for all Services rendered prior to the Termination Date, provided the CONSULTANT shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, CONSULTANT shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All Services completed by CONSULTANT prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for the Services rendered.
- d. Notwithstanding the above or any section herein to the contrary, CONSULTANT shall not be relieved of liability to the COUNTY for damages

sustained by the COUNTY by virtue of any breach of the Contract by CONSULTANT and the COUNTY may withhold any payments to CONSULTANT for the purpose of setoff until such time as the exact amount of damages due the COUNTY from CONSULTANT is determined.

6. COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to CONSULTANT pursuant to this Contract for any CONSULTANT's Services performed by the CONSULTANT in connection with effecting of corrections to the design of the Services, when such corrections are required as a direct result of negligence by the CONSULTANT to properly fulfill any of his obligations as set forth in this Contract.

7. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

- a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the CONSULTANT from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the CONSULTANT's obligations to its transferors or subcontractors.
- b. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the subcontract, assignment, delegation or transfer.

8. CONFLICT OF INTEREST

The CONSULTANT covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The CONSULTANT warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the CONSULTANT in connection with any work contemplated or performed relative to this Contract.

9. CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this

Contract. For breach or violation of this warranty, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

10. EMPLOYMENT OF COUNTY WORKERS

The CONSULTANT will not engage, on a full, part-time, or any other basis during the Term of the Contract, any professional or technical personnel who are or have been at any time during the Term of the Contract in the employ of the COUNTY.

11. ACCESS TO RECORDS

During all phases of the work and Services to be provided hereunder, CONSULTANT agrees to permit duly authorized agents and employees of the COUNTY to enter CONSULTANT's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The CONSULTANT will maintain all books, documents, papers, accounting records, and other evidence pertaining to the Fee paid under this Contract and make such materials available at their offices at all reasonable times during the Term of this Contract and for three (3) years from the date of payment under this Contract for inspection by the COUNTY or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof. Copies of said records shall be furnished to the COUNTY upon request.

12. ARBITRATION

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CONSULTANT and the COUNTY will be referred to an independent and neutral third party for arbitration who shall be chosen by mutual agreement of the Parties hereto and whose decision regarding same will be final. In the event the Parties are unable to mutually agree to the selection of said third party, then they shall petition the Chancery Court of Shelby County, Tennessee for the appointment of same. To the extent permitted by applicable law, all expenses in regard thereto shall be borne equally by said Parties.

13. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

- a. CONSULTANT 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, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—that occur in breach of this Contract or in the negligent performance of the Services hereunder, whether performed by the CONSULTANT its

subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

- b. CONSULTANT expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the CONSULTANT 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.
- c. The COUNTY has no obligation to provide legal counsel or defense to CONSULTANT or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this agreement against CONSULTANT as a result of or relating to performance of the Services under this Contract.
- d. Except as expressly provided herein, the COUNTY has no obligation for the payment of any judgment or the settlement of any claims against CONSULTANT as a result of or relating to performance of the Services under this Contract.
- e. CONSULTANT shall immediately notify the COUNTY of any claim or suit made or filed against CONSULTANT or its subcontractors regarding any matter resulting from or relating to CONSULTANT's performance of the Services under this Contract and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

14. GENERAL COMPLIANCE WITH LAWS

- a. The CONSULTANT certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.
- b. The CONSULTANT is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).
- c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the CONSULTANT agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted

and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

15. NON-DISCRIMINATION

The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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.

16. ENTIRE AGREEMENT

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether oral or written.

17. AMENDMENT

This Contract may be modified or amended only by written instrument signed by both parties.

18. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

19. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and

executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

20. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

21. SUBJECT TO FUNDING

This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the Term hereof, then this Contract will be terminated. In the event of such termination, the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date.

22. TRAVEL EXPENSES

All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the COUNTY.

23. NON-LIABILITY FOR CONSULTANT EMPLOYEE TAXES

Neither CONSULTANT nor its personnel are COUNTY's employees, and COUNTY shall not take any action or provide CONSULTANT's personnel with any benefits and shall have no liability for the following:

- a. Withholding FICA (Social Security) from CONSULTANT's payments;
- b. Making state or federal unemployment insurance contributions on behalf of CONSULTANT or its personnel;
- c. Withholding state and federal income tax from payment to CONSULTANT;
- d. Making disability insurance contributions on behalf of CONSULTANT;

- e. Obtaining workers' compensation insurance on behalf of CONSULTANT or CONSULTANT's personnel.

24. INCORPORATION OF OTHER DOCUMENTS

- a. CONSULTANT shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of CONSULTANT thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.
- b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

25. CONTRACTING WITH LOCALLY OWNED SMALL BUSINESSES

The CONSULTANT shall take affirmative action to assure that Locally Owned Small Businesses that have been certified by the COUNTY are utilized when possible as sources of supplies and equipment, construction and services.

26. RIGHT TO REQUEST REMOVAL OF CONSULTANT's EMPLOYEES

The COUNTY may interview the personnel CONSULTANT assigns to COUNTY's work. COUNTY shall have the right, at any time, to request removal of any employee(s) of CONSULTANT, whom COUNTY deems to be unsatisfactory for any reason. Upon such request, CONSULTANT shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

27. INCORPORATION OF WHEREAS CLAUSES

The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

28. DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein or within any other document supplied to COUNTY by CONSULTANT, CONSULTANT understands and acknowledges that COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to COUNTY by CONSULTANT due to Services performed pursuant to this Contract is

subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

29. ORGANIZATION STATUS AND AUTHORITY

- a. CONSULTANT represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.
- b. The execution, delivery and performance of this Contract by the CONSULTANT has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of CONSULTANT, any provision of any indenture, agreement or other instrument to which CONSULTANT is a party, or by which CONSULTANT's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien , charge or encumbrance of any nature whatsoever upon any of the properties or assets.

30. INSURANCE REQUIREMENTS

- a. The CONSULTANT shall purchase and maintain, in a company or companies licensed 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 CONSULTANT'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 CONSULTANT or subcontractor may be liable.
- b. The insurance required shall be written for not less than any limits of liability specified or required by law, whichever is greater. The CONSULTANT will maintain throughout the life of this Contract insurance, through insurers rated A- or better by A.M. Best, in the following minimum requirements. All policies shall provide for thirty (30) days written notice to COUNTY of cancellation or material change in coverage provided. If policy terms and conditions do not allow for notice to COUNTY, CONSULTANT will immediately notify COUNTY and provide evidence of replacement coverage with no lapse.
 - i) Professional Liability Insurance - \$1,000,000.00 per claim/\$3,000,000.00 annual aggregate, indicating if coverage is on occurrence basis or claims-made.

- ii) Commercial General Liability Insurance - \$1,000,000.00 limit per occurrence bodily injury and property damage/\$1,000,000.00 personal and advertising injury/\$2,000,000.00 General Aggregate/\$2,000,000.00 Products-completed Operations Aggregate, indicating the coverage is provided on a claims-made or on an occurrence basis. Shelby County Government, its elected officials, appointees and employees will be named as additional insured. The insurance shall include coverage for the following:
 - a. Premises/Operation;
 - b. XCU coverage, where applicable;
 - c. Products/Completed Operations;
 - d. Contractual Liability;
 - e. Independent Contractors;
 - f. Personal Injury.
 - iii) 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 Coverage is \$1,000,000.00 per accident. Contractor/provider waives its right of subrogation against Shelby County for any and all workers' compensation claims
 - iv) Business Automobile Liability Insurance - \$1,000,000.00 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 and employees will be named as additional insured.
- c. CONSULTANT 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, Suite 900
Memphis, TN 38103
- d. Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the CONSULTANT shall purchase replacement coverage and/or an extended reporting endorsement and furnish evidence of same to the County.
 - e. Any coverage applicable to COUNTY will apply as primary and non-

contributory regardless of any insurance or self-insurance maintained by the COUNTY.

31. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the COUNTY's authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

COUNTY: Shelby County Government
Support Services
584 Adams Avenue
Memphis, Tennessee 38103
Attn.: Mr. Diep Tran

and

Shelby County Government
Contract Administration
160 N. Main Street, Suite 950
Memphis, Tennessee 38103

CONSULTANT: BRG3S Architects
11 W. Huling Avenue
Memphis, Tennessee 38103
Attn: Mr. Stephen Berger

32. DATA SECURITY

CONTRACTOR warrants to the COUNTY and State that it agrees to meet the spirit and intent of all compliance requirements relating to the content of data accessed. This includes but is not limited to Payment Card Industry (PCI) data, as defined by PCI Security Standard v3.1, Protected Health Information (PHI), as defined under the in Code of Federal Regulations, Title 45, Subtitle A, Subchapter C, Part 160, Subpart A, §160.103 (45 C.F.R. §160.103), and Personally Identifiable Information (PII), as defined in the National Institute of Standards and Technology Special Publication 800-122 sections 2.1 and 2.2, in electronic and/or paper format. CONTRACTOR will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance, including, but not limited to, Data Security - Vendor Acknowledgement agreement and Acceptable Use Policy, and to abide by SCG ITS security policies including, but not limited to, the SCG Network Security and Information Security policies.

CONTRACTOR shall apply all vendor-issued security updates for system hardware and software components maintained by the CONTRACTOR within 30 days of issuance.

Upon notification by the COUNTY, the CONTRACTOR shall assure that all vulnerabilities specific to the systems maintained and identified by the COUNTY Approved Scanning Vendor (ASV), using the common vulnerability scoring system (CVSS), as not meeting compliance requirements, including but not limited to PCI Data Security Standards (DSS) and Health Insurance Portability and Accountability Act (HIPAA), are patched, updated, or otherwise modified to assure they meet said compliance requirements.

The Contractor shall promptly report to Information Technology Security Officer any breaches of Shelby County Government data and will implement immediate, appropriate corrective actions to contain and prevent recurrence.

i) HIPAA -CONTRACTOR warrants to the COUNTY and State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract. CONTRACTOR warrants that it will cooperate with the COUNTY and State in the course of performance of the Contract so that all parties will be in compliance with HIPAA, including cooperation and coordination with COUNTY and State privacy officials and other compliance officers required by HIPAA and its regulations. CONTRACTOR will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance with HIPAA, including, but not limited to, business associate agreements.

ii) PCI-DSS-CONTRACTOR warrants to the COUNTY that it is familiar with the requirements established by the Payment Card Industry Security Standards Council for PCI Data Security Standards (PCI-DSS) and will comply with all applicable PCI-DSS requirements in the course of this Contract. CONTRACTOR agrees to indemnify and hold the COUNTY, its officers, employees, and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to any breach of COUNTY or COUNTY customer credit card or identity information due to the CONTRACTOR's actions.

iii) Personally Identifiable Information (PII) -CONTRACTOR warrants to the COUNTY that it will protect any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

IN WITNESS WHEREOF, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

**APPROVED AS TO FORM
AND LEGALITY:**

SHELBY COUNTY GOVERNMENT

Contract Administrator/
Assistant County Attorney

Mark H. Luttrell, Jr., Mayor

BRG3S ARCHITECTS

BY: _____

TITLE: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the _____, the within named bargainer, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as _____.

WITNESS my hand and official seal at office this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

RFQ 16-007-06
REQUEST FOR QUALIFICATIONS
ARCHITECTURAL & ENGINEERING DESIGN SERVICES
FOR IMPLEMENTATION OF HEALTH DEPARTMENT MASTER PLAN

I. INTRODUCTION

Shelby County Government (the “County”), is soliciting services of a qualified consulting firm to provide architectural and engineering design services for implementation of a master plan for the long-term growth of the Shelby County Health Department.

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 deemed most qualified for the project, based on information presented in the Statement of Qualifications.

A voluntary pre-bid conference will be held at 2:00 PM, Wednesday, Aug 12, 2015 at the following location: Shelby County building located at 584 Adams Ave Memphis, Tennessee 38103.

II. MINIMUM REQUIREMENTS

All proposers must:

- Possess a professional license to practice engineering and/or architecture in the State of Tennessee.
- Have at least 10 years of experience and staff expertise in design and construction administration of commercial or governmental facilities with emphasis on design of office building, office space efficiency, and energy efficiency.
- 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.
- 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.

- Adhere to all insurance requirements and provide documentation. Insurance requirements subject to change.

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

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 submit a current Certificate of Insurance in its response to the RFQ with limits required and at the time of contracting provide a Certificate of Insurance with the additional insured requirements. Provider 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

III. PROJECT DESCRIPTION

The County presently maintains and owns two facilities at 814 Jefferson (Health Services) and 1060 Madison (The old Forensic Center). Due to the age of the buildings, major expenditures are necessary to correct and/or repair building deficiencies, infrastructure problems and code compliance issues. In 2013, the County retained a consultant to conduct a comprehensive analysis of the Health Department facilities to determine the feasibility of significant investment

in the current facilities or alternative locations. The County is now interested in implementing the most viable option for providing Health Department services to its citizens.

The successful firm will assist the County by reviewing the options proposed in the comprehensive analysis performed by the consultant, evaluating Health Department functions with regard to their sensitivity to location, designing spaces to accommodate said functions, prepare specifications and construction documents, and provide construction administration services.

IV. SCOPE OF SERVICES

Required services include, but are not limited to:

1. Provide architectural and engineering design services; including but not limited to, architectural, structural, civil, mechanical, electrical, plumbing, sustainable design, security, data/telecommunications, low-voltage systems design, lighting, interior design, millwork design, furniture specifications, finished material details, and related services which may be required in connection with planning and design of new construction and/or existing building renovation;
2. Perform detailed site analysis for buildings in consideration of parking, traffic, geotechnical, on-site and off-site utility;
3. Provide site planning and landscape architectural services required to properly plan, design, specify and coordinate exterior site design, including grading, parking lots, roads, driveways, hardscape, landscape, irrigation and coordination of underground utilities and/or building structures with landscape and hardscape elements;
4. Conduct space planning for buildings, including surveys of existing facilities, and develop conceptual building site and floor plans;
5. Provide special services that may be requested including but not limited to, geotechnical engineering, land surveys, life safety/code consulting, audio visual;
6. Provide all aspects of project cost estimating and schedule planning, including construction estimating, life cycle costing, and value engineering;
7. Upon approval of the Preliminary Design and Cost Estimate by the County, proceed with Design Development, Construction Documents, inclusive of technical specifications and drawings;
8. Submit design documents to appropriate governmental agencies for permit/approval prior to bidding;
9. 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;
10. Provide Construction Administration services for the project, hold construction meetings, prepare meeting minutes, progress reports, and monitor construction progress relative to scheduling;
11. Provide all correspondence and serve as liaison between County and Contractor;

12. Provide regular site visits to monitor progress. Perform field observations and provide technical assistance as needed to direct the Contractor on any minor changes and clarifications;
13. Coordinate and arrange Contractor access;
14. Respond to Contractor Requests for Information, and/or review Contractor Change Order Requests;
15. Review testing and inspection reports required by the bid documents;
16. Review and certify Contractor's pay applications;
17. Perform shop drawings/submittal review, field clarifications and as-built/record drawing review;
18. Provide close-out phase services, including, but not limited to, punch list, warranty review, 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 five (5) projects within the past 10 years. Case studies shall list the following as a minimum:

 - Design of existing building renovation
 - 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.

Respondents requesting additional information or clarification are to contact Andre Woods in writing at andre.woods@shelbycountyttn.gov 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 Friday August 21, 2015 by 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 **one (1) digital copy, one (1) original and five (5) copies of a letter of interest and statement of qualifications** to Mr. Andre Z. Woods, Buyer, Purchasing Department, Shelby County Government, 160 North Main Street, Suite 900, Memphis, TN 38103.

All qualifications must be received by Mr. Wood's office on or before 4:00 PM (Central Time), Monday, August 31, 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.