

Request for Proposals
for
Professional Engineering Services
Facilities Plan and Predesign
Pump Station 240 Capacity Improvements
CIP 23045

May 3, 2019

City of Sioux Falls, South Dakota

Proposal Request No. 19-3318

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Request for Proposals
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Section 1
Introduction and Instructions

1.01 Purpose of the RFP

This Request for Proposal (RFP) is issued by the City of Sioux Falls (hereinafter referred to as the “City”). The purpose of this RFP is to establish a contract with a qualified firm for State Revolving Fund (SRF) Facilities Plan Preparation and Predesign Services for the Pump Station 240 Capacity Improvements Project. Design and bidding phase services will be amended to the initial contract based on the results of the predesign work. A separate agreement will be completed for the Construction Administration services portion of the project. Contract work may not exceed the budgeted amounts in any given year.

1.02 Contact Person, Telephone, Fax Number, and Email

Scott Rust, Purchasing Manager, Finance department, is the Point of Contact (POC) for this RFP. Unauthorized contact regarding the RFP with other City employees may result in the vendor being disqualified.

POC: Scott Rust, Purchasing Manager, Finance department
Phone: 605-367-8836
Fax: 605-367-8016
Email: srust@siouxfalls.org

Tours of the existing pump station facility will be provided. Consultant will need to notify the POC 48 hours in advance of the given tour date to attend. Questions can be asked on the tour and will be posted on the City’s website after the tours are complete.

1.03 RFP Schedule of Events

This schedule of events represents the City’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- Release PS 240 RFP May 3, 2019
- Group Meeting and Site Tour May 13, 2019, at 1 p.m.
 - 1–1:45 p.m.—Introduction to project in the WRF auditorium
 - 1:45–2:15 p.m.—Travel to PS 240 location
 - 2:15–3 p.m.—Tour and discussion
- Question Submittal Deadline May 15, 2019, at 2 p.m.
- Question Responses Deadline May 17, 2019, at 5 p.m.
- Proposal Deadline May 24, 2019, at 2 p.m.
- Shortlist for Interviews, if needed June 4, 2019
- Interviews if necessary June 26, 2019
- Consultant Selection June 26, 2019

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Firms must submit one (1) original hard copy (marked “Original”) and seven (7) hard copies of the proposal in a sealed envelope or package.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the City before the deadline for receipt. Envelopes or packages must be addressed as follows:

City of Sioux Falls Purchasing Office
Attention: Scott Rust
Pump Station 240—Facilities Plan and Predesign
RFP No. 19-3318
224 West Ninth Street
P.O. Box 7402
Sioux Falls, SD 57117-7402

Proposals must be received by the Purchasing Office at the location specified no later than **2 p.m., Central standard time, on May 24, 2019, at 2 p.m.** Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

Firms assume the risk of the method of dispatch chosen. The City of Sioux Falls (“City”) assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. A Firm’s failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05 Questions and Addenda

Questions regarding this RFP shall be submitted in writing to Scott Rust, Purchasing Manager, at srust@siouxfalls.org. Answers to questions will be posted to the City's website. The deadline for questions is **2 p.m., Central standard time, Wednesday, May 15, 2019.**

If deemed necessary, addenda to the RFP will be issued and will be emailed to the proposers. No addenda will be issued after 5 p.m., Friday, **May 17, 2019.**

Responding Firms are prohibited from communicating in any other manner about this project with any other City employee from the date of issuance of this proposal until the final selection, unless otherwise directed by the Purchasing Manager. Other means of communications or contact may disqualify the submitting Firm.

Section 2 Scope of Work

2.01 Introduction and Background

In the early 2000s, a series of sanitary sewer projects were completed to open approximately 9,000 acres of land for development east of Sioux Falls. These projects included several miles of trunk sewer, a pump station, and force main which are collectively referred to as the East Side Sanitary Sewer System (ESSS).

The Pump Station (PS 240) was designed to initially pump 3.5 million gallons per day (MGD) of wastewater to the Water Reclamation Facility (WRF). This would be done with three sets of pumps (two pump sets in operation for the Peak Hour Flow (PHF) with the third set out of service). Room for three additional pump sets was included in the building footprint to serve the peak hour buildout flow of 16 MGD. When the Pump Station reached the initial capacity of 3.5 MGD, a new satellite WRF would be constructed adjacent to the Pump Station. The new pumps would pump 16 MGD to the satellite WRF which in turn would discharge treated wastewater to the Big Sioux River. The original set of pumps would be used to pump sludge mixed with raw wastewater to the existing WRF.

In 2011, a Siting study was conducted for the satellite WRF. The service area, flow projections, and recommended treatment solutions were provided in the study. A copy of the study is available in the support documents.

In 2016, a study was conducted to reevaluate the original concept of pumping flow from PS 240 to the existing WRF rather than treating the flow at a satellite treatment facility. The study recommended pumping wastewater to the existing WRF site rather than constructing the satellite WWTF. The study also recommended verifying the results with the Water Reclamation Facility and Collection System Master Plan (Master Plan). The Master Plan, which was completed in 2018, confirmed the results of the 2016 study and included the recommendation to construct an equalization basin on the existing PS 240 site to attenuate peak flows.

Pump Station 240 Improvements: PS 240 currently has a design firm capacity of 3.5 MGD. The recommended future capacity is 18.6 MGD. Improvements anticipated in the existing pump station to accommodate the capacity improvements include the installation of new pumps, process piping, structural modifications/penetrations, and connections to existing process piping. Controls integration will be completed by City staff and heavily coordinated during design and construction. Miscellaneous improvements may include lighting upgrades, generator improvements, electrical, surge tank improvements, and odor control improvements. The PS 240 record drawings are included in the supporting documents found on the City's website.

Force Main—30-inch diameter force main: The 2016 study recommend installing a 30-inch force main from PS 240 to the existing WRF. Conceptual alignments have been completed. The selected consultant will be asked to review and further refine the alignment based on easement acquisition, environmental review, established street grade lines, permitting, etc., during the preliminary design process.

Capacity-related improvements will be occurring concurrently at the WRF and connections at the WRF site will require significant coordination with Water Reclamation staff, consultants, and contractors.

Equalization Basins: The Master Plan recommends constructing a 2.75 MG equalization basin on the existing PS 240 site to accommodate projected flows through 2066. No concept layouts of the proposed equalization layout have been completed. Preliminary design of the future equalization basin will be completed with this project to coordinate the proposed force main alignment with the future equalization basin location and necessary yard piping. The equalization portion of this project has not been budgeted for at this time. Consideration should be given to include work with this project to avoid rework or sunk capital costs when the equalization basin is constructed. The existing site and contours are provided in Figure 1 – PS 240 Site.

Intermediate “Booster” Pump Station: In 2018, the City of Sioux Falls explored additional options to serve the ESSS and Basins 27, 28, and 31. The purpose of the research was to review options to delay or build project phases to ultimately save costs. Details of this review is provided in the support documents. The City is interested in reviewing an additional option which could include the construction of a “Booster” pump station located on the future force main alignment. The purpose of the Booster Station would be to reduce overall risk, capital, operation, and maintenance costs. The details of this should be examined in the preliminary design phase.

Resource information has been posted on the City's website. Go to the applicable RFP located in the following link: <http://www.siouxfalls.org/business/rfq>.

2.02 Budget

The approved Water Reclamation Capital Improvement Program has an available budget of \$2,000,000 in 2019 and \$1,000,000 in 2020 to finance the SRF Facility Plan preparation and associated environmental/permitting work, easement acquisition, engineering, and other professional services necessary to bid work. Work may be completed in multiple construction packages. A proposed budget of \$36,000,000 is planned for 2021 to finance the construction and construction administration services of the improvement projects. The total project budget is \$39,000,000.

Note—The equalization basins will not be constructed with this project, unless budgets allow for this to proceed. Preliminary design shall be completed on the equalization basin to ensure the projects are properly coordinated. Final design of the equalization basins will be determined based on the results of preliminary design and cost estimate.

2.03 Additional Information

1. This project is funded by State Revolving Funds (SRF) and all associated regulations relating to SRF funds will apply to this project. The SRF Loan Funds should be secured for project bidding by January 2021.
2. Recommendations on design efficiencies, necessary modifications, and upgrades throughout the course of design is encouraged.
3. A third-party peer review of documents should be anticipated.
4. Consultant interviews will be performed if deemed necessary.
5. Project(s) will be completed using design, bid, and build delivery method.

2.04 Contract Award

It is the City's intent to enter into a contract with a Firm who best demonstrates the ability to provide SRF **Facility Plan and Predesign, Design, Bidding, and Construction Administration Professional Services**. After review of the proposals, if the City decides to not enter into contract, the City will notify all Firms.

Section 3 Proposal Format and Content

3.01 Submittal Requirements

The following table provides a summary of applicable sections to include in the RFP. Relevant information pertaining to each section can be found below. The proposals should be in an 8 1/2-inch by 11-inch bound package. 11-inch by 17-inch

size sheets folded into 8 1/2-inch by 11-inch size within the package will be acceptable. The front and back of each page will be considered one page.

Proposal Section	Maximum Page Limit
Cover Letter	1
Project Understanding and Approach	5
Team Members	4
Project Qualifications, Experience, and References	4
Scope of Services through Preliminary Design	As necessary
Work Breakdown and Schedule	As necessary

Cover Letter:

Provide name and address of the Firm and project contact person with address, telephone number, and email address. Acknowledge receipt of any addenda if applicable. Summarize your understanding of the project. Provide a statement indicating your ability to provide timely services and meet the requirements of the proposed schedule. Indicate your acceptance of the requirements of this RFP.

The cover letter **must be signed** by a duly authorized official of the Firm. Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team. The firm offer must be good for 180 days.

Project Understanding and Approach:

Prepare document outlining key project components and how your team’s understanding and experience of these components will be used to complete the initial scope of work through design, bidding, and construction administration. Explain why your understanding of the project is important to the City of Sioux Falls through the entire project. Include approach for design, bidding, and construction administration.

Identify scope of service items that if not properly approached will lead to poor results and what the project team will do to mitigate these risks.

Team Members:

Provide a chart outlining key team members and the applicable roles/tasks they will complete. Include staff that will provide the majority of the labor effort. Provide an overview of the key team member’s qualifications with their relevant experience. Address contingency plans should one of the key team members be unavailable during the project. Preference will be given to teams with team members that have been directly involved in recent projects of similar size and nature. Include team members that will be actively involved in design, bidding, and construction administration.

Subconsultants including Geotechnical, Subsurface Utility Explorations, materials testing, and special inspection services which are recommended to complete the Facility Plan Preparation and Predesign services shall be hired by the consultant and listed as a part of the project team.

Project Qualifications, Experience, and References:

Consultant is required to have skills and experience in performing or managing the aspects of work described in this Request for Proposals. Provide résumés or a listing of information for each person in your Firm participating in this project. State the educational background of each individual, years of experience, length of employment with your Firm, and applicable experience.

References. Firm shall provide a list with contact information of agencies that have requested your services.

Experiences. Each Firm shall supply recent examples of similar projects that the Firm was involved with.

Scope of Services through Preliminary Design:

The following is offered to describe the general extent of services to be provided by the consultant. This is not all-inclusive and the consultant shall include in the proposal any tasks and services deemed necessary to satisfactorily complete the **SRF Facility Plan and Predesign work only**. The City will rely on the Firm to develop a final scope of services identifying necessary tasks, meetings, and deliverables. Additional detail outlining anticipated effort and deliverables for the associated task is to be provided as necessary.

Task Series 1—Project Management/General:

Task 1.1—Project Management

1. Develop project management plan.
2. Complete consultant invoices.
3. Coordinate geotechnical work performed as a subconsultant.
4. Monitor quality control and quality assurance plan.
5. Manage deliverables and overall project schedule.
6. The project shall conform to the City's SRF payment monthly submittal plan.

Task 1.2—Project Meetings

Consultant is to schedule and coordinate meetings as necessary. A minimum list of meetings is outlined below.

1. Kick-off meeting:
 - a. Kick-off meeting with City to review the scope of required services, design criteria and expectations, obtain background information, and establish/review tentative schedule for completion.
 - b. Develop meeting schedule and develop communication processes.
2. Progress meetings:
 - a. Facilitate monthly face-to-face progress meetings with applicable project team members to discuss design details, budget, and schedule. Meeting intervals may be increased or decreased as the project needs.
 - b. Prepare meeting agenda and meeting minutes.

Task Series 2—SRF Assistance:

The project will be financed through the South Dakota Department of Environment and Natural Resources Clean Water State Revolving Fund (SRF) loan program. All project components are to meet the SRF funding requirements.

Task 2.1—SRF Facilities Plan preparation.

Task 2.2—Environmental Review and agency consultation on all potential project elements, review of all viable alternatives, financial analysis, cost estimates, identifying preferred alternative, and all associated items needed to achieve DENR final approval.

Task 2.3—Facility Plan Public Meeting presenting the findings of the Facility Plan.

Task 2.4—Consultant will assist in preparation for other public meeting presentations.

Task Series 3—Preliminary Design:

Task 3.1—Preliminary Design

1. Review existing studies and reports.
2. Force Main:
 - a. Review proposed force main alignments and propose updates to improve performance, reduce costs, and accelerate schedule. Include discussion on easement acquisition needs, environmental review, etc.
 - b. Provide recommendations on future studies such as street grade-lines and drainage studies necessary to successfully complete the project.

3. Pump Station:
 - a. Review existing equipment including surge tanks, odor control, generator, pumps, etc., to validate functionality with existing and proposed infrastructure. Provide recommendations for improvements.
 - b. Review wet well hydraulics. Provide recommendations on necessary improvements.
 - c. Review building spaces to ensure compliance with applicable codes.
4. Equalization Basin:
 - a. Complete conceptual design of future equalization basin(s) that meet the recommendations of the master plan and maximizes the use of the existing site.
 - b. Evaluate the construction of concrete, earthen, or a combination of both.
5. Intermediate “Booster” Pump Station:
 - a. Complete review of options to reduce overall capital, operation, and maintenance costs by reviewing alternate solutions.
6. Prepare written documentation in the form of a single or multiple Technical Memorandums (TMs) of items reviewed, decisions made, and recommendations for improvements.
7. Develop preliminary cost estimates and proposed design and construction schedule during preliminary plan development. Provide cost estimate of the recommended improvements.

Work Breakdown and Schedule:

Provide detailed spreadsheet showing applicable tasks, project team members and roles, personnel hours, and anticipated subconsultants. **Rates, direct costs, indirect costs, and total project costs are not to be included in the RFP.**

Prepare proposed project facility plan preparation, predesign, design, bidding, and construction schedule for the project team’s consideration.

Section 4
Review of Proposals and Selection of Finalists for Interviews

4.01 Selection Criteria

Upon receipt of the proposals, an evaluation team will determine the best proposal deemed most qualified based on the following criteria:

The evaluation team will rely on the qualitative information contained and presented in the proposals, the reference checks made, and the ability to work well with other project team members in making the decision to select the most qualified Firm to provide services for the City. Selection criteria will be based on:

Evaluation Criteria (100-Point Potential Score)

Proposal Section	Potential Score
Project Understanding and Approach	30
Team Members	20
Project Qualifications, Experience, and References	20
Scope of Services through Preliminary Design	20
Work Breakdown and Schedule	10

Upon review of the proposals, the City will score the proposals and may shortlist and interview the highest ranking Firms. Upon completion of the interviews, the highest ranking Firm may be asked to enter into contract negotiations with the City of Sioux Falls. If an agreement cannot be reached with the highest ranked Firm, the City may move to the next highest ranked Firm. The same process will be repeated with the other ranked Firms if no such agreement can be reached. The City of Sioux Falls reserves the right to not select a Firm as part of this process if an agreement cannot be reached or for any other reason.

4.02 Special Conditions

Excluding proprietary information, the successful Firm’s proposal and contract are deemed public records and shall be available to the public upon request. In addition, the City shall maintain a “Register of Proposals for this Contract,” which shall contain the names of companies who submitted a proposal and the name of the company who was awarded the contract; however, the proposals of the submitting Firms not awarded the contract are nonpublic records and will remain confidential.

**Section 5
Standard Proposal Information**

5.01 Authorized Signature

An individual authorized to bind the Firm to the provisions of the RFP must sign all proposals.

5.02 City Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

5.03 Conflict of Interest

Firms must disclose any instances where the Firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City of Sioux Falls). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Firm's proposal. The City's determination regarding any questions of conflict of interest is final.

5.04 Offeror's Certification

By signature on the proposal, the Offeror certifies that it complies with:

- The laws of the state of South Dakota.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.
- A condition that the offer will remain open and valid for the period indicated in this solicitation and any condition that the Firm and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City of Sioux Falls).

If any Firm fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

5.05 No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify your Firm from this procurement.

5.06 Indemnification

To the fullest extent permitted by law, the provider, its subcontractors, agents, servants, officers, or employees shall indemnify and hold harmless the City of Sioux Falls, including, but not limited to, its elected and appointed officials, officers, employees, and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the Firm's performance of the Agreement or any other agreements of the Firm, entered into by reason thereof. The Firm shall indemnify and defend the City of Sioux Falls, including, but not limited, to its elected and appointed officials, officers, employees,

and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton, or reckless acts or omissions of the Firm, its subcontractor, agents, servants, officers, or employees, and any and all losses or liabilities resulting from any such claims, including, but not limited to, damaged awards, costs, and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the Agreement relating to insurance requirements. The Firm agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

5.07 Insurance Requirements

The Firm shall secure the insurance specified below. All insurance secured by the Firm under the provisions of this section shall be issued by insurance companies acceptable to the City. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of this agreement.

1. Workers' compensation insurance providing the statutory limits required by South Dakota law. In addition, it shall provide Coverage B, Employer's Liability Coverage, of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limits. The required limit may be met by excess liability (umbrella) coverage.
2. Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury, and a property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the City and its representatives as an additional insured. If "occurrence form" insurance is not available, "claims made" insurance will be acceptable. The policy shall be maintained for three years after completion of this agreement.
3. Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
4. Professional liability insurance providing occurrence basis coverage for the claims that arise from the errors of the Firm or its consultants, omissions of Firm or its consultants, failure to render a service by the Firm or its consultants, or the negligent rendering of the service by the Firm or its consultants in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. If occurrence form insurance is not available, claims made coverage shall be maintained for two years after final completion of the services. The City does not represent that the above coverages and limits are adequate to protect the Firm or its consultant's interest and assumes no responsibility therefor.

The Firm will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Firm agrees to hold the City harmless from any liability, including additional premium due because of the Firm's failure to maintain the coverage limits required.

The City's approval or acceptance of certificates of insurance does not constitute the City's assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverages and limits are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.

5.08 Special Conditions

The City of Sioux Falls reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and developer(s) that, in the City's sole discretion, are in the best interests of the City of Sioux Falls, South Dakota.

The City reserves the right to:

- a. Amend, modify, or withdraw this RFP.
- b. Revise any requirements under this RFP.
- c. Require supplemental statements of information from any responding party.
- d. Extend the deadline for submission of responses hereto.
- e. Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein.
- f. Waive any nonconformity with this RFP.
- g. Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
- h. Request additional information or clarification of information provided in the response without changing the terms of the RFP.
- i. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Firm.
- j. Not award a contract as a part of, or result of, this RFP process.

The City may exercise the foregoing rights at any time without notice and without liability to any bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.