



**CITY OF WOONSOCKET, RHODE ISLAND
FINANCE DEPARTMENT**

RFP – REQUEST FOR PROPOSAL FOR:

**“ENGINEERING CONSULTANT TO SUPPORT THE RHODE ISLAND
DEPARTMENT OF HEALTH FOR THE DESIGN-BUILD WOONSOCKET WATER
TREATMENT PLANT PROJECT” – BID# 5811**

Sealed Proposals are being requested from qualified engineering firms (Consultant) to provide support to the Rhode Island Department of Health, Center for Drinking Water Quality (RIDOH), through the City of Woonsocket, Rhode Island, by assisting RIDOH in regulatory reviews during the design and construction related to the City of Woonsocket's (City) Design-Build-Operate project for replacing the City's water treatment plant. Proposals shall be received in accordance with all terms and specifications contained herein, in the Finance Department, City Hall, 169 Main Street, Woonsocket, R. I., until: Friday, September 1, 2017 @ 2PM.

Bids/Proposals must be submitted in sealed envelopes addressed to the Finance Director, City Hall, 169 Main Street, Woonsocket, R. I. 02985, and must be plainly marked in the lower left-hand corner, **“WOONSOCKET WATER DIVISION, DEPARTMENT OF PUBLIC WORKS – ENGINEERING CONSULTANT TO SUPPORT RIDOH FOR THE DESIGN BUILD WOONSOCKET WATER TREATMENT PLANT PROJECT”**.

It is the bidder's responsibility to see that the bid is delivered within the time and at the place prescribed. Bids received prior to the time of opening will be securely kept, unopened. Bids may be withdrawn on written request (on the letterhead of the bidder and signed by the person signing the bid) which must be received prior to the time fixed for opening. Bids may be modified in the same manner. No bid or modification thereof received after the time set for opening will be considered, even if it is determined by the City that such non-arrival before the time set for opening was due solely to the delay in the mails for which the bidder is not responsible.

Any bidder taking exception to, or questioning any of the provisions, procedures, conditions or specifications herein stated should make such exceptions known to the undersigned, in writing, not less than five (5) days before the bid opening. Any change or interpretation made as a result thereof will be published in an addendum and sent to all identified prospective bidders. Should a bidder still not be satisfied, bidder may, in the bid, set out and stipulate the exception, with enough explanation to be understood by the City and, within the stipulation, the INCREASE or DECREASE in the bid price because of the exception shall be stated. The City may, at its discretion, accept or reject any or all exceptions.

Federal Excise Taxes and/or Rhode Island Use Taxes are not to be included in the bid. The City will execute exemption certificates if furnished by the bidder when submitting an invoice.

Time is of the essence in providing services related to the Proposal.

The City reserves the right to reject any or all proposals or to accept any proposals deemed to be in the best interest of the City.

Any questions regarding the RFP may be directed to Jon Pratt, City Engineer, (401) 767-9220, jpratt@woonsocketri.org.

Note: All bidders are responsible for ensuring that no **addendum** has been made to the original bid package. All bid packages and addenda are located at www.purchasing.ri.gov or www.woonsocketri.org or you can contact the Purchasing Agent.

One copy of these papers is furnished to bidders.

CITY OF WOONSOCKET, RHODE ISLAND
PUBLISHED: August 11, 2017



Christine Chamberland
Finance Director
(401) 767-9265

ENGINEERING CONSULTANT TO SUPPORT RIDOH FOR THE DESIGN BUILD WOONSOCKET WATER TREATMENT PLANT PROJECT

BID # 5811

I. INTRODUCTION

The City of Woonsocket (City) requests proposals from qualified engineering firms (Consultant) to provide support to the Rhode Island Department of Health, Center for Drinking Water Quality (RIDOH), through the City of Woonsocket, Rhode Island, during the design review and construction as required for the regulatory approval of the City's design build project (Project) for the replacement of the existing Water Treatment Plant in accordance with the scope of work presented in this Request for Proposals (RFP).

II. STATEMENT OF THE PROJECT

The City of Woonsocket is awarding a design-build-operate contract for a new water treatment plant; the scope of the project includes the replacement of the existing Water Treatment Plant, construction of a raw water pump station and ancillary work. The new facilities are to be operational by December 31, 2020.

The existing water treatment plant will remain in operation during the design-build-operate project. The City has secured the services of CDM Smith to serve as City Engineering Advisor for project delivery, including designer submittal reviews and construction inspection of the water treatment plant improvements for the City. The Consultant selected under this procurement shall provide support to RIDOH, through the City of Woonsocket, Rhode Island, by assisting in regulatory reviews during the design and construction.

The City and City Advisor held a series of meetings with RIDOH to discuss the design review process in the context of the design-build-operate delivery method for the Project and developed guidelines for the Design Build-Operate Contractor. The City of Woonsocket has agreed to provide technical assistance in the form of the award of a contract with a qualified Consultant, selected by RIDOH, in order for the Project to proceed in phases whereby the construction of each Phase may be initiated upon RIDOH approval of the complete and final design of each phase. The contract for the services in this RFP will be between the City of Woonsocket and the Consultant. However, the Consultant shall perform the services in this RFP under the sole direction from RIDOH. Time is of the essence in the provision of the services.

III. SCOPE OF SERVICES

The Scope of Work outlined within this request calls attention to the objectives and general work items that are anticipated for the design review and construction inspection. The Consultant shall provide support to RIDOH, through assignment of personnel, for all phases of the project, from initial design review to construction inspection responsibilities. All work shall conform to the latest editions of the Ten (10) States Recommended Standards for Water Works 2012 (Standards), American Water Works Association Standards, the *Rules and Regulations Pertaining to Public Drinking Water* [R-46-13-DWQ], the *Rules and Regulations Pertaining to the Drinking Water State Revolving Fund* [R46-12.8-DWSRF], the *Rules and Regulations Pertaining to the Certification of Public Drinking Water Supply Treatment and Public Water Supply Transmission and Distribution Operators* [R23-65-DWQ],

RIDOH, Center for Drinking Water Policy and The State of Rhode Island General Laws § 46-13 (all hereinafter referred to as “Applicable Standards, Rules and Regulations”). The Consultant shall agree to an initial expected work schedule of approximately 10 hours per week, which may vary based on workload, through completion of the new water treatment plant, for a period of approximately forty (40) months. Responsibilities include but are not limited to the following:

- a. Attending a project kick-off meeting to discuss expectations and project tasks to ensure an understanding of project requirements and milestones;
- b. Attending regular meetings with RIDOH and providing progress reports as required to ensure the completion of all the requirements of this project as defined herein;
- c. The City Engineering Advisor, CDM Smith, shall perform full design submittal reviews and shall provide full-time construction inspection on behalf of the City. Consultant, selected under this solicitation, shall coordinate with the City Engineering Advisor, shall perform review and examination of engineering plans and related documents associated with construction activity and conformance inspections to verify for RIDOH construction activities and progress at all phases of construction; report findings to RIDOH to assure compliance with contract specifications, state, federal and local construction rules and regulations, for purposes of payment authorizations which are required prior to the release of funds for DWSRF related financing and Design Consultant fees and expenses;
- d. Making field determinations relating to compliance with Applicable Standards, Rules and Regulations, including recommending to RIDOH the issuance of stop work orders (which would be issued by the City, through its City Engineering Advisor if/when appropriate);
- e. Exercising professional judgment and notifying RIDOH of the identification of problems that could affect quality or quantity of public water supplies and/or endanger public health;
- f. Completing and providing to RIDOH a site visit report detailing the findings of each visit made to the site during the contract period;
- g. Notifying RIDOH and making corrective action recommendations when appropriate;
- h. Ensuring and reporting that all project materials and project related appurtenances purchased or furnished by contractors comply with all Applicable Standards, Rules and Regulations, and in particular, the DWSRF Program;
- i. Collecting, inspecting, and verifying, as appropriate, certifications and receipts for project materials delivered to the City Engineering Advisor at job sites to ensure compliance with approved plans and specifications, and the DWSRF program requirements;
- j. Developing and implementing a checklist to be used for review and certification of all construction related payrolls and daily work logs delivered to City Engineering Advisor for compliance with applicable Davis-Bacon prevailing wage requirements; and providing to RIDOH as required to maintain DWSRF compliance; and
- k. Accurately preparing and maintaining all required records, reports and project documentation for periodic review by RIDOH.

Respondents to this RFP are to provide a Scope of Work with all tasks defined. A detailed cost proposal shall accompany, correlating all fees, including, labor, expenses, etc.

IV. RESPONSE TO RFP

One (1) original and six (6) copies of the written proposal from qualified Consultants shall be submitted to the Purchasing Office, City Hall, 169 Main St., Woonsocket, RI 02895 by **2:00PM on September 1, 2017**. Submittals should be clearly marked: "WOONSOCKET WATER DIVISION, DEPARTMENT OF PUBLIC WORKS – ENGINEERING CONSULTANT TO SUPPORT RIDOH FOR THE DESIGN BUILD WOONSOCKET WATER TREATMENT PLANT PROJECT". Respondents are also required to provide copies of their proposal in electronic format (flash drive); Microsoft Word/Excel and pdf formats are required.

It is the Consultant's responsibility to ensure that the RFP and separately-sealed cost proposal submission is delivered by the time and at the place described above. Submissions received prior to the time of opening will be kept secure and unopened. No responsibility will attach to any officer or person for the premature opening of a submission not properly addressed and identified. Any submission received after the time and date specified shall not be considered even if it is determined by the City that such non-arrival before the time set for opening was due solely to delay in the mails for which the submitter is not responsible. Conditional or qualified submissions will not be accepted.

Proposals shall contain the following, as a minimum:

Executive Summary/Approach

The Executive Summary is intended to highlight the contents of the Proposal and to provide evaluators with a broad understanding of the Consultant's technical ability, including prior experience with similar projects. Consultant shall include a qualification statement that contains, at a minimum: a reference to online marketing materials, if any exist, such as a company website, etc., a statement of the Consultant's approach for the project described, a description of the business background and financial position of your organization, demonstrating stability and effective management and administrative performance, and any other information the Consultant deems pertinent in assisting the evaluators in reviewing their capabilities and qualifications with respect to the proposed project. Qualification statements shall clearly demonstrate full knowledge, understanding, and experience in the methods, techniques, and guidelines required for the performance of the required tasks and indicate acknowledgment of the expected work schedule of approximately 10 hours per week, which may vary based on workload, for a period of 40 months.

Consultant's Organization and Staffing Qualifications

The proposal must identify a Project Lead Engineer who shall be a Professional Engineer (PE) registered and licensed by the Rhode Island Board of Registration for Professional Engineers. The firm shall also be licensed to provide professional engineering services in Rhode Island. All construction inspection shall be under the direct supervision of the identified Project Lead Engineer. The Project Lead Engineer shall have a minimum of ten (10) years of design and construction management experience installing or inspecting large water mains and water treatment or process equipment.

This section shall include identification of all personnel who will be assigned to this project, a description of the function, experience and involvement of each member of the Consultant's project team assigned for the duration of the project shall be provided with his or her projected individual time commitments and rates. **No changes to personnel assigned to this project or to their respective project involvement is permitted without prior approval by RIDOH.** Similar information shall be provided for any sub-consultants that the Consultant intends to employ for this project.

Previous Experience

This section shall include a comprehensive listing of projects similar in scope, conducted within the last five (5) years, with contacts identified for reference and any other information the Consultant deems pertinent in assisting the evaluators in reviewing their capabilities and qualifications with respect to the proposed project.

Fee Schedule

Proposals shall include a not to exceed fee schedule, identifying each distinct task of the Scope of Work with hours, labor category, hourly rate, and markup. All printing, travel and other miscellaneous costs shall be included in the total not to exceed fee.

One (1) original and six (6) copies of the fee schedule shall be submitted in a single sealed envelope under separate cover. This envelope will not be opened until the initial evaluation and rating of the written proposals has been completed. The fee schedule shall be signed by an authorized officer of the Consulting Firm

V. SELECTION PROCESS AND CRITERIA

This is a Request for Proposals, not a Request for Bid, responses will be evaluated on the basis of the relative merits of the proposal, in addition to fee. The award will be based upon the lowest-costing qualified evaluated proposal that best meets the RFP requirements. Written proposals will be reviewed and evaluated by staff from the RIDOH and by the City. Staff may ask questions of a clarifying nature if deemed necessary. Also, if necessary, interviews may be scheduled with the top ranked Consultant or Consultants based on the information provided within the written proposal. The written proposals shall be ranked based on the selection criteria identified in this section.

The following criteria will be used to evaluate the responses:

Proposals must score a minimum of 60 out of 80 points during the technical review to warrant further evaluation for cost considerations. Proposals meeting that requirement will be evaluated for cost and assigned a maximum of 20 points in that category, bringing the potential maximum score to 100 points. Applicants may be required to submit additional written information or be asked to make an oral presentation before the Review/Selection Committee to clarify statements made in their proposal.

Criteria Max Point Value

a. Quality of Proposal:	25 points
b. Consultant and Team Qualifications:	30 points
c. Pertinent Experience:	<u>25 points</u>
Subtotal Possible Technical Points:	80 points

d. Cost: 20 points

Total Possible Points: 100 points

VI. GENERAL CONDITIONS

1. The City and RIDOH reserve the right to reject any and all proposals, to waive any informality, to request interviews of consultants prior to award, and to negotiate and select the consultant services in the best interests of the City, RIDOH and the project.
2. The Consultant shall guarantee to perform the services offered and the total price of the proposal for a period of not less than ninety (90) days from the proposal submission deadline.
3. The City and RIDOH reserve the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected Consultant.
4. The Consultant shall provide all necessary personnel, materials and equipment to perform and complete all work under this proposal.
5. The City intends to recommend award of a contract to the City Council for the requested services within ninety (90) days of receipt of the proposals. The Consultant shall be prepared to commence work immediately upon execution of a contract with the City.
6. Awards will not be made to any person, firm or company in default of a contract with the City, the State of Rhode Island or the Federal Government.
7. The Consultant hereby agrees that it will assign to the City all cause of action that it may acquire under the anti-trust laws of Rhode Island and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City.
8. Unless otherwise stated, invoices are to be submitted in duplicate upon delivery of service to the City c/o Department of Public Works, Water Division and RIDOH. The invoice must include an itemization of all services provided, including unit list price, net price, extensions and total amount(s) due.
9. Unless otherwise stated, payment will be made within thirty (30) days of receipt of the invoice by the City and RIDOH unless deficiencies are found.
10. The City is exempt from all sales and Federal excise taxes, and its tax exemption number is: 05-6000587. Please bill less these taxes.
11. The City's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.
12. None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City and RIDOH.

13. This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City and RIDOH reserves the right to obtain these services from any other qualified bidder.

14. Unless otherwise specified all costs listed are firm for the term of the contract.

15. Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

16. Notification of the parties shall be considered to have been constructively received when it is mailed via the United States Postal Service or delivered in hand to the parties as stated in the contract.

17. If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

18. Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

19. Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, offerors, bidders, or any person or firm responding to a Request for Proposals.

20. All contracts entered into by the City of Woonsocket shall be governed by the Laws of the State of Rhode Island. Any disputes shall be resolved within the venue of the State of Rhode Island and Providence County.

21. The Consultant selected for this project shall procure and maintain the following types of insurance:

- Statutory Workers Compensation and Employer's Liability Insurance
- Professional Services Liability Insurance for errors and omissions (\$1,000,000.00 minimum)
- Liability and Property Damage Insurance (a) Bodily injury liability: \$500,000 each person, \$1,000,000 each occurrence; (b) Property damage liability: \$500,000 each occurrence, \$1,000,000 aggregate.

VII. TECHNICAL POINTS OF CONTACT

Questions regarding the RFP may be directed to Jon Pratt, City Engineer at 401-767-9220 or jpratt@woonsocketri.org. Questions regarding the detailed scope of services may be directed to Anthony Sylvia, RI Department of Health at 401-222-7776 or anthony.sylvia@health.ri.gov.

NOTE:

- **On a separate attachment, or use the one provided, list the Officers of your Corporation or Principals of your LLC. Award cannot be done without the attachment.**
- Please provide any literature you feel may be necessary.
- All bidders are responsible for insuring that no **addenda** have been added to the original bid package.
- All bid packages and addenda are located at the City's Purchasing Department webpage (www.woonsocketri.org/Bids/RFP's).

Bid # 5811

List the Officers of your Corporation or Principals of your LLC. Award cannot be done without the attachment.

Complete Company Name

Name Title/Officer/Position

Name Title/Officer/Position

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Name Title/Officer/Position

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