

Request for Proposals
for
Professional Engineering Services
New Well Selection and Design
for Sioux Falls Water Purification Plant

April 24, 2020

City of Sioux Falls, South Dakota

Proposal Request No. 20-0077

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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 who specializes in design services for a new well and associated appurtenances to supply raw water to the Sioux Falls municipal water treatment plant. 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

David Dekker, Business Analyst, 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: David Dekker, Business Analyst, Finance department

Phone: 605-367-8833

Email: DDekker@siouxfalls.org

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:

- | | |
|--------------------------------------|-------------------------|
| 1. Release New Source Water Well RFP | April 24, 2020 |
| 2. Question Submittal Deadline | May 13, 2020, at 2 p.m. |
| 3. RFP Addenda Deadline | May 19, 2020, at 5 p.m. |

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|--|-------------------------|
| 4. Proposal Deadline | May 26, 2020, at 2 p.m. |
| 5. Shortlist for Interviews, if needed | June 9, 2020 |
| 6. Interviews if necessary | June 23, 2020 |
| 7. Consultant Selection | June 25, 2020 |

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Firms must submit two (2) original hard copies (marked "Original") and an appropriately marked portable USB drive containing an electronic copy of the submitted proposal in a sealed envelope or package. Submit pricing information in a separate envelope.

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 City Hall, Ground Floor
Attention: David Dekker
New Source Water Well Facilities Plan and Design
RFP No. 20-0077
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 26, 2020, 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 David Dekker, Business Analyst, at DDekker@siouxfalls.org. Answers to questions will be posted to the City's website. The deadline for questions is **2 p.m., Central standard time, May 13, 2020.**

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., May 19, 2020.**

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 Business Analyst. Other means of communications or contact may disqualify the submitting Firm.

Section 2 Scope of Work

2.01 Introduction and Background

The City of Sioux Falls desires to increase the raw water supply to the existing water purification infrastructure by designing and constructing a new well(s) and associated appurtenances. The City currently has 41 wells available to supply raw water to the WPP (Water Purification Plant). The new well will be constructed on existing Water Division property and will improve resiliency to the water supply system by increasing supply redundancy to the city of Sioux Falls community.

To determine the optimal location for the new well(s), the City of Sioux Falls has partnered with the United States Geological Survey (USGS) to collect data and model the hydraulic performance of the Big Sioux River/Aquifer within the Big Sioux Aquifer water rights future use areas available to the City. This data has been used to model potential water pumpage and interference from existing wells as well as model the potential impact of water pumpage of a new well or wells in different locations within the Big Sioux Aquifer.

The conclusions of the report and modeling from the USGS (see Exhibit 2) resulted in the determination to develop a parcel of land owned by the City between the Big Sioux River and Silver Creek, north of Renner, SD, near the corner of 257th Street and Ditch Road, for a potential new wellsite (see Exhibit 1). The conclusions did not include the well type to design and construct.

The City of Sioux Falls has also contracted with a geotechnical and well drilling company and will coordinate the geotechnical exploration of the new wellsite in consultation with the USGS to include an aquifer hydrotest well as well as slug tests of individual monitoring wells to assess the drawdown and transmissivity of the wellfield to help with the final wellsite selection and well type. The exploration will also include analysis of the well boring core material to identify the bedrock topography and till conditions. The City expects to have the geological exploration completed by the fall of 2020.

Recently, in anticipation of the added raw water flow to the WPP, the City has retained professional services to model the hydraulic properties and capacity of the existing infrastructure to better understand limitations to adding supply volume to the existing raw water transmission main and identify necessary improvements to

increase capacity from future raw water sources. Any preliminary conclusions from this study will be available to the selected consultant.

2.02 Budget

The approved Water Distribution Capital Improvement Program has budgeted funds for 2020 to finance the design 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 is planned for 2021 to finance the construction and construction administration services of the improvement projects.

Note—Design shall incorporate the potential for a phased development plan for the wellfield in the land parcel selected for the new well. This may allow for the construction of future additional wells to maximize source water production from this location in the aquifer.

2.03 Additional Information

1. Recommendations on design efficiencies, necessary modifications, and upgrades throughout the course of design is encouraged.
2. A third-party peer review of documents should be anticipated.
3. Consultant interviews will be performed if deemed necessary.
4. 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 an effective analysis of the available data to select the type of well to design and construct, perform the well design, as well as 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	As necessary
Team Members	4
Project Qualifications, Experience, and References	As necessary
Scope of Services through Preliminary Design	As necessary
Work Breakdown and Schedule	As necessary

It is strongly encouraged to adhere to brevity and concise articulation with regard to project understanding, qualifications, experience, scope, and schedule portions of the RFP submittal.

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 members’ 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 wellfield plan and well design 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 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 **New Source Water Wellfield Plan and Design**. 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.

3.02 Project Task Criteria

Task Series 1—Project Management/General:

Task 1.1—Project Management

- Develop project management plan.
- Complete consultant invoices.
- Coordinate any additional geotechnical work necessary for the well design performed as a subconsultant.
- Monitor quality control and quality assurance plan.
- Manage deliverables and overall project schedule.

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:
 - 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.
 - Develop meeting schedule and develop communication processes.
2. Progress meetings:
 - 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.
 - Prepare meeting agenda and meeting minutes.

Task Series 2—Design:

Task 2.1—Wellfield Design

1. Review existing studies and reports:
 - Review information provided by the City of Sioux Falls from the USGS aquifer study and data/reports resulting from independent geotechnical field testing in the selected wellfield area.
 - Provide recommendations for additional testing and/or analysis for an optimal and efficient design.
2. Wellfield Development Plan:
 - Provide plan for the development of the identified wellfield area to maximize potential production including well types, locations, and possible phasing approach.
 - Propose updates to improve performance, reduce costs, and accelerate schedule. Include discussion on easement acquisition needs, environmental review, etc.
 - Complete review of well types and cost benefit comparisons to capture full potential of source water in selected wellfield area.

Task 2.2—New Well Design

1. New Well Design:
 - Complete design of well(s) that will maximize the use of the selected wellfield.
2. New Well Transmission Header:
 - Review existing well main infrastructure within the area of the new well.
 - Provide recommendations for the most efficient route and size of pipe necessary to convey the optimal well pumpage to the raw water transmission main taking into account possible future well construction in the area.
 - Provide design services for selected pipe size and route.
3. Backup Generator Power Station:
 - Review potential for design of backup generator facility sized to provide peak and continuous operation electrical power to the New Source Water Well, in addition to existing wells in the area, and future wells included in the Wellfield Development Plan. Make a recommendation.
 - Provide design services for selected backup generator.

Task Series 3—Work Pricing, Breakdown, and Schedule:

1. Provide pricing for project scope of work and include an hourly rate sheet for any additional related items which may be added to the scope during the duration of the project.
2. Provide a detailed spreadsheet breaking down the project by individual applicable tasks, project team members and roles, personnel hours, anticipated subconsultants, and pricing for task. **Direct costs, indirect costs, and total project costs are not to be included in the RFP.**
3. Prepare proposed project parcel wellfield development plan, well 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 Pricing, 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 City will re-score the remaining proposals and 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 General 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:

- Amend, modify, or withdraw this RFP.
- Revise any requirements under this RFP.
- Require supplemental statements of information from any responding party.
- Extend the deadline for submission of responses hereto.
- Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein.

- Waive any nonconformity with this RFP.
- Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
- Request additional information or clarification of information provided in the response without changing the terms of the RFP.
- Waive any portion of the selection process in order to accelerate the selection and negotiation with the top ranked Firm.
- 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.

Part or all of this RFP and the successful proposal may be incorporated into the contract.

Federal Tax ID Number: Each bidder shall state its federal tax identification number on the line provided on the bid form. The City is required to report to IRS on Form 1099 all payments involving labor or services provided by vendors, and lack of this number may delay contract payments until the number is provided.

Right to Protest: Any bidder who is aggrieved in connection with the award of a contract may contact the Business Analyst to discuss the basis for an award. Venue and jurisdiction for any appeals from the award decision are in the South Dakota Circuit Court in Minnehaha County. Such protests and appeals regarding the request for bids and bid proposals are governed by and must be construed in accordance with South Dakota law.

Civil Rights Requirements: The successful bidder shall be subject to the provisions of Chapter 98 of the Code of Ordinances of Sioux Falls, SD. It is declared to be discrimination for the successful bidder, because of race, color, sex, creed, religion, ancestry, national origin, or disability, to fail or refuse to hire, to discharge an employee, or to accord adverse, unlawful, or unequal treatment to any person or employee with respect to application, hiring, training, apprenticeship, tenure, promotion, upgrading, compensation, layoff, discharge, or any term or condition of employment.

If the successful bidder is guilty of discrimination, this invitation for bid may be terminated in whole or in part by the City and the successful bidder shall be liable for any costs or expense incurred by the City in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the invitation for bid so terminated or canceled.

Should the Sioux Falls Human Relations Commission in a proceeding brought as provided by the Code of Ordinances of Sioux Falls, SD, find that the successful bidder has engaged in discrimination in connection with this invitation for bid and issue a cease and desist order with respect thereto, the City shall withhold up to 15 percent of the contract price until such time as the Commission's order has been complied with or the successful bidder has been adjudicated not guilty of such discrimination.

The successful bidder will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Commission, its agencies or representatives, to ascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.