

***Request for Proposals***

***for***

**Basin 15 Sanitary Sewer Extension Project**

**(Predesign and State Revolving Fund Facility Plan Preparation)**

***May 8, 2020***

***City of Sioux Falls, South Dakota***

***Proposal Request No. 20-0078***

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**Request for Proposals**  
**for the Basin 15 Sanitary Sewer Extension Project**  
(Predesign and State Revolving Fund Facility Plan Preparation)

**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 to complete Predesign and State Revolving Fund (SRF) Facility Plan Preparation for the Basin 15 Sanitary Sewer Extension Project.

**1.02 Contact Person, Telephone, and Email**

The point of contact (POC) for this RFP is listed below. Unauthorized contact regarding the RFP with other City employees may result in the vendor being disqualified.

POC: David Dekker, City of Sioux Falls 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:

- RFP issued: May 8, 2020
- Deadline for questions: May 27, 2020 at 2:00 PM CST
- Final addenda: June 1, 2020 at 5:00 PM CST
- Proposals due: June 5, 2020 at 2:00 PM CST
- Review of proposals, interviews if necessary: June 2020
- Contract award: July 2020
- Execute contract: August 2020
- Preliminary design contract completion: April, 2021

**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 as well as one (1) digital version on a USB thumb drive 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  
Customer Service Center, Ground Floor, City Hall  
Attention: David Dekker  
Basin 15 Sanitary Sewer Extension Project  
RFP No. 20-0078  
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 the time listed in section 1.03. Proposals will not be publicly read at the opening.

Proposals shall 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 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 via email to the POC listed above. Answers to questions will be posted to the City's website. The deadline for questions is listed in section 1.03.

If deemed necessary, addenda to the RFP will be issued and will be emailed to the proposers. No addenda will be issued after the date listed in section 1.03.

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

## **Section 2 Scope of Work**

### **2.01 Introduction**

The purpose of this preliminary design contract is to review and update the anticipated Basin 15 and 34 service area, basin limits, and anticipated wastewater flow from these basins through the 100 year (2116) planning period. A conceptual layout of Basin 15 and 34 based on the Master Plan is shown in Exhibit 1. Flow estimates shall include anticipated Regional Customers including but not limited to the Wall Lake Sanitary Sewer District, Hartford, and Crooks. Flow estimates are to be used to size, provide conceptual level layouts and cost estimates for a proposed pump station and equalization basin north east of 12<sup>th</sup> Street and Ellis Road, as well as a force main from the proposed pump station to the Sioux Falls Water Reclamation Facility.

Specific to Basin 15, this preliminary design contract is to layout and provide cost estimates of the anticipated gravity trunk sewer system to service the entire Basin 15 service area through the 2116 planning window, as well as develop a 30 percent level design and cost estimate for the Phase 1 Basin 15 Sanitary Sewer extension shown in Exhibit 2.

Preliminary cost estimates will be used to develop a preliminary Basin 15 cost recovery amount on a per acre basis based on the proportionate cost share of the proposed Pump Station, Equalization Basin and Force Main as well as the total Basin 15 trunk sewer infrastructure cost.

This preliminary design contract will include SRF Facility Plan Preparation, environmental review, and necessary public meetings.

## **2.02 Background**

Basin15 is located southwest of the current City limits. This area was identified as a future growth area in the February 2018 City of Sioux Falls Treatment and Collection System Master Plan (Master Plan). Details outlining the future Basin 15 service area and supporting infrastructure can be found in the Master Plan. The Master Plan and Master Plan Appendices can be found at the following web site: <https://www.siouxfalls.org/public-works/special-projects/wrf-master-plan>.

## **2.03 Additional Information**

1. This project is funded by SRF and all associated regulations relating to SRF funds will apply to this project. The SRF Loan Funds should be secured prior to bidding the Phase I Basin 15 Sanitary Sewer Extension package in 2021.
2. Total project budget is \$9,210,000. Budget allocation is for reimbursement of the engineering, legal, necessary land and easement acquisition, construction and construction administration.
3. Recommendations on design efficiencies, necessary modifications, and upgrades throughout the course of design is encouraged.
4. A third party peer review of documents should be anticipated.
5. Selected consultant to anticipate coordination of preliminary design results with Consultant who will perform the final Cost Recovery role if desired and/or System Development Charge (SDC) updates.
6. Consultant interviews will be performed if deemed necessary.
7. Project(s) will be completed using design, bid, build delivery method.
8. The City values reliability, symmetry, constructability, robustness and expandability in design.
9. City reserves the right to award and/or amend to the preliminary design contract the final design, bidding, and construction administration services of the Phase 1 Basin 15 Sanitary Sewer
10. The City will retain professional services to complete a basin wide sanitary sewer Cost Recovery and/or System Development Charge (SDC) review and update under a separate contract.

## 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 **the scope of work described above as determined by the evaluation criteria in Section 4**. 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 Team Experience Qualifications	5
References	5
Scope of Services	As necessary
Schedule	As necessary
Work Effort Breakdown	As necessary

- 1. 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. Provide a one-page summary of the benefits you believe the City would receive from selecting your Firm.

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.

- 2. Project Team Experience Qualifications**

Provide résumés or a listing of information for principal members of your project team participating in this project. State the educational background of each individual, years of experience, length of employment with your Firm, and experience on relevant projects.

- 3. References.** Each Firm shall supply recent examples of similar projects that the Firm was involved with. Firm shall provide a list with contact information of agencies that have requested your services. Include contact names with titles, email addresses, and telephone numbers.

#### 4. Scope of Services

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 work described. 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.

Pre-design Contract –

Task 1 – Project management and meetings:

1. Task 1.1 – Project Management
  - a. Develop project management plan
  - b. Complete consultant invoices
  - c. Coordinate geotechnical work performed by a sub consultant
  - d. Monitor quality control and quality assurance plan
  - e. Manage deliverables and overall project schedule
  - f. The project shall conform to the City's SRF payment monthly submittal plan.
2. Task 1.2 – Project meetings
  - a. Consultant is to schedule and coordinate meetings as necessary. A minimum list of meetings is outlined below.
    - i. Kick-off meeting:
      1. 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.
      2. Develop meeting schedule and develop communication processes
      3. Provide information requests
    - ii. Progress meetings:
      1. 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.
      2. Prepare meeting agenda and meeting minutes.
      3. Meeting agendas shall include an action item and decision log.
3. Task 1.3 – Cost Recovery and SDC Coordination – Project team shall provide and be prepared to present preliminary design results to the selected Cost Recovery/SDC Consultant. An anticipated list of meetings is provided below.
  - a. One internal document review workshop to present and discuss the preliminary design results and cost estimates.
  - b. One Public Works Administration meeting to present preliminary design results and cost estimates.
  - c. Attend one Infrastructure Review and Advisory Board (IRAB) meeting to answer questions as requested.

Task 2 - Preliminary Design - The purpose of this initial contract is to review existing studies and make appropriate updates as necessary with input from City staff to finalize the future basin 15 service area. Results of this research will be used to size the proposed Phase 1 Basin 15 Sanitary Sewer as well as the future Basin15 trunk sewers, equalization basin, pump station and dual force main(s). Anticipated task include but are not limited to the following:

Task 2.1 – Future Service Area -

- a. Review and update the proposed Basin 15 and 34 service area and basin limits based on previous studies and input from the City's Planning and Public Works departments, as well as other stakeholders identified by the City's project team.
- b. Review master plan documents to confirm additional future growth areas on the west side of Sioux Falls and advise the City on anticipated flows from these basins.
- c. Develop conceptual "tiered" planning areas inside the proposed Basin 15 service area based on land consumption, capacity of existing sanitary sewer trunk lines, and the estimated construction years of future improvements including pump station, equalization basin, and force main that will eventually serve this basin.

2. Task 2.3 – Infrastructure requirements

- a. Develop preliminary (30%) alignment and finalize size of the future Phase 1 Basin 15 Sanitary Sewer extension. Provide recommendations on necessary land and temporary/permanent easement acquisitions.
- b. Develop concept (15%) size and alignment of the future trunk sewers, 10 inches and greater, necessary to serve Basin 15 through the 2166 planning year.
- c. Develop concept (15%) tie-in location and alignment for the future Basin 34 trunk sewer extension from the future pump station to Ellis Road.
- d. Develop concept (15%) equalization basin sizing and layout(s) to serve future growth (2116).
- e. Develop concept (15%) pump station layout and size to serve future growth (2116).
- f. Develop up three future force main alignment concepts (15%) based on City input to serve future growth (2116).
- g. Develop concept (15%) phasing plan of when infrastructure improvements should occur.
- h. Develop (15%) cost estimate of reviewed options for gravity sewer extension, equalization basin, pump station, and force main.
- i. Develop a preliminary Basin 15 cost recovery amount on a per acre basis based on the proportionate cost share of the proposed Pump Station, Equalization Basin and Force Main as well as the total Basin 15 Trunk Sewer infrastructure cost.
- j. Results of the aforementioned tasks shall be provide as series of Technical Memorandums (TM's).

Task 3 – SRF Funding – The predesign engineering and Phase 1 Basin 15 Sanitary Sewer 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 that will be constructed under the initial contract are to meet the SRF funding requirements.

1. SRF Facility Plan preparation.
  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.
  3. Facility Plan Public Meeting presenting the findings of the Facility Plan.
  4. Consultant will assist in preparation for other public meeting presentations.
5. **Schedule** – Each firm shall provide a detailed schedule in Gantt chart format to complete the preliminary design components. The target preliminary design completion date is April 30, 2021 assuming NTP is provided in September of 2020. Consultants to provide feedback as to whether the schedule is reasonably obtainable or if the completion date should be extended.

#### 6. **Work Effort Breakdown**

Firm shall submit a detailed itemized breakdown of effort proposed which includes applicable tasks, project team members and roles, personnel hours, and anticipated sub-consultants. **Do not include rates, direct costs, indirect costs, and total project costs.**

### **Section 4**

#### **Review of Proposals and Selection of Finalists for Interviews**

##### **4.01 Selection Criteria**

Upon receipt of the proposals, an evaluation team will review and recommend the team deemed most qualified to perform the work. 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)**

- **30 points – Project Team and Project Management**
- **30 points – Experience/Technical Knowledge**
- **30 points - Project understanding**
- **10 points – Schedule and Level of anticipated effort (not level of fee)**

Upon review of the proposals, the City may score the proposals or may choose to short list and interview the highest ranking Firms. If necessary, upon completion of the interviews The City will score or re-score 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 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.

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.