

ALDERWOOD WATER & WASTEWATER DISTRICT
W1810 164TH ST SW TRANSMISSION MAIN CONNECTION
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
REQUEST FOR PROPOSALS

I. INTRODUCTION

- A. This Request for Proposals ("RFP") outlines the information necessary to understand the consultant selection process and the required documentation a Proposer must submit. After reviewing this RFP, any firm that determines it has the necessary expertise and experience and could successfully perform the required services may submit its Submittal, addressing the items set forth herein. A general overview of the selection process is as follows:
1. Proposers shall deliver the Submittal electronically to the Alderwood Water & Wastewater District (District) no later than **4:00 p.m. on December 2, 2020**, after which time they will be reviewed and evaluated. The Submittal shall be emailed to Imoilanen@awwd.com.
 2. The District may, at its option, contact a Proposer and ask clarifying questions concerning the Proposer's Submittal.
 3. At the District's option, the District may conduct interviews with Proposers qualifying as finalists.
- B. The purpose of this RFP is to obtain a qualified consultant team to provide construction management and inspection services during the construction of the W1810 164th St SW Transmission Main Connection project.
- C. A preliminary scope of services is provided in Attachment 1 for assisting in proposing a Level of Effort (LOE) and is not inclusive of work to be performed.
- D. For Proposer's reference, a site layout is provided in Attachment 2.

II. PROJECT BACKGROUND

Alderwood Water & Wastewater District (District) is a special purpose district, which is responsible for providing water and sanitary sewer service to areas within southwestern Snohomish County. The District is bounded on the north by the City of Everett, on the west by Puget Sound, on the south by the King/Snohomish County line and on the east by an irregular boundary line extending from the Woodinville area to Mill Creek. The District provides water service to the City of Brier and portions of the Cities of Mill Creek, Mukilteo, and Bothell as well as unincorporated areas of Snohomish County. The District provides sewer service to portions of the Cities of Mill Creek, Mukilteo, and Bothell as well as unincorporated areas of Snohomish County.

The work under this project includes construction of approximately 5,700 feet of new 30-inch ductile iron water transmission main and 4,900 feet of new 8-inch ductile iron water distribution main. The project also includes installation of water main appurtenances, abandonment of existing water distribution and transmission mains, and surface restoration. The project is scheduled to begin construction in spring 2021 and last approximately 8 months.

III. PROCUREMENT PROCESS

A. General Information

1. Compliance with Legal Requirements.
 - a. The procurement of these consultant services will be in accordance with applicable District, federal, state and local laws, regulations and procedures. The District reserves the right to reject any and all Submittals received. Any Proposer failing to submit information in accordance with the procedures set forth herein may not be considered responsive and may therefore be subject to disqualification by the District.

- b. In accordance with the provisions of this RFP, the District will evaluate the Submittals. The final selection, if any, will be that consultant team which, in the opinion of the District, best meets the requirements set forth in the RFP and is determined to be the most highly qualified for the services requested.
2. Clear & Concise Submittal. Proposers are discouraged from submitting lengthy Submittals. The District requests that Submittals be concise and clearly written containing only essential information.
- Proposal to include the following:
- General statement of the project understanding of the scope of work.
 - An organization chart for the project team including any proposed sub-consultants.
 - The project team's experience in the construction management and inspection of water mains of similar size.
 - A proposed task list and level of effort for each task. (see Attachment 1).
 - An approach to construction management and inspection services for the project.
 - An approach to communicating with the District, Contractor, regulatory and jurisdictional agencies, and the public.
3. Costs borne by Proposers. All costs incurred in the preparation of a Submittal and participation in this RFP and negotiation process shall be borne by the proposing firms.
4. Public Disclosure. Once in the District's possession, Submittals shall become property of the District and considered public documents under applicable Washington State laws. All documentation that is provided to the District may be subject to disclosure in accordance with Washington State public disclosure laws.

B. Protests

1. Time to File a Protest.
- a. Any prospective Proposer may file a protest challenging the requirements identified in the RFP provided such protest is received no later than ten (10) calendar days prior to the date established for responding to this solicitation.
 - b. A financially interested proposer may file a protest based on evaluation of Submittals provided such protest is received no later than five (5) calendar days after the protesting party knows or should have known of the facts and circumstances upon which the protest is based.
 - c. In no event shall a protest be considered if all Submittals are rejected or after execution of this contract.
2. Form of Protest. A protest shall be in writing and addressed to: Alderwood Water & Wastewater District, 3626 156th Street SW, Lynnwood, Washington 98087, Attention: Capital Projects Manager. The protest shall include the following:
- a. The name, address and telephone number of the party protesting or their representative;
 - b. The RFP number and contract title under which the protest is submitted;
 - c. A detailed description of the specific grounds for protest and any supporting documentation;
 - d. The specific ruling or relief requested.
3. Determination of Protest. Upon receipt of a timely written protest, the Capital Projects Manager shall investigate the protest and shall prior to execution of the contract respond in writing to the protest. The Capital Projects Manager's decision shall be considered the final action by the District.
4. Compliance with Protest Process. Failure to comply with these protest procedures will render a protest untimely and inadequate and may result in rejection thereof by the District.
5. Exhaustion of Administrative Remedies: As a mandatory condition precedent to initiating a lawsuit against the District, a prospective Proposer or a Proposer shall comply with the Protest Procedures defined herein.

6. Venue: By responding to this RFP and for the convenience of the parties, the prospective Proposer or a Proposer acknowledges and agrees that a lawsuit or action related to or arising out of this procurement shall be brought in the Superior Court of Snohomish County, Washington.

C. Schedule

1. Anticipated Schedule. The selection process is anticipated to proceed as outlined below and is subject to change:

Date

November 3, 2020

December 2, 2020

Selection Process

Public Announcement of the RFP

Submittals Due (4:00 p.m.)

Selection of finalists, interviews and AWWD Board approval of selected consultant to follow.

2. Notification. The District will notify firms of any changes to the RFP by addenda.
3. Addenda. In the event it becomes necessary to revise any part of the RFP, addenda will be posted to the District's web site at: <http://www.awwd.com>. It is the responsibility of the firm to verify whether any addenda have been posted.

D. Negotiations

1. At the completion of the selection process, the selected Proposer will enter into contract negotiations with the District. Negotiation of a contract will be in conformance with applicable federal, state and local laws, regulations and procedures. The negotiated cost and pricing data, once agreed to by the District and the Consultant, shall form the basis for a billing/payment provision.
2. At the beginning of negotiations the selected Proposer and District shall meet to establish a Negotiation Schedule. Negotiations shall begin with the Scope of Work (SOW) identified in the Qualifications Statement and the Work Plan Level of Effort (LOE) submitted by the selected Proposer.
3. If the District and selected Proposer cannot come to terms on LOE and SOW after three (3) revisions to the SOW and LOE, the District may discontinue negotiations and go to next highest ranked Proposer. Failure to reach agreement after three (3) revisions demonstrates an inability to reach agreement within a reasonable timeframe.

E. Contract Terms and Conditions

1. A copy of the draft agreement for Construction Management and Inspection Services is included in Attachment 3. By submitting a proposal, the Consultant represents that it has carefully read the terms and conditions of the agreement and agrees to be bound by them.

F. Cost and Pricing Data

1. The selected consultant shall provide the following information within five (5) business days after Notice of Selection has been received. Failure to provide such information in a timely manner may result in the District determining to discontinue negotiations with the selected Proposer and start negotiations with the next highest ranked Proposer.
 - a. Direct Salaries. Selected consultant and its subconsultants shall submit the following information:
 - (1) List of employees, in alphabetical order (last name first), with job classification, rate of pay, and salary review date.
 - b. Overhead Rates. Selected consultant and its subconsultants shall provide the following information:
 - (1) Provide current audited overhead schedule, audit report, and cost detail by general ledger account.
 - (2) Provide a listing of all personnel who will perform work on this Project whose salaries,

in full or in part, are included in overhead for the current and previous year. For each person identify his or her title, classification, position in company and salary rate.

c. **Billing Rates.** Submit only for certain qualifying small firms.

- (1) Small firms that do not have an accounting system in place, that identifies direct and indirect costs separately, generally use billing rates. Fully burdened billing rates, which include labor, overhead costs and profit are allowed on a case-by-case basis for those firms that typically use this method for billing purposes.

d. **Other Direct Cost(s).**

- (1) Identify all Other Direct Cost(s) (ODC) for this project and the rationale used as a basis for this cost.
- (2) For each ODC, provide the unit prices and/or rates with supporting rationale, historical data and estimating methodology used to validate these rates.
- (3) Failure to identify ODC results in a presumption that there are no ODC.

e. **Profit.** Selected consultant and its subconsultants shall provide the following:

- (1) Proposed profit;
- (2) Rationale and justification for the proposed profit rate.

f. **Markup on Subconsultant Costs and ODC.** Selected consultant and its subconsultants shall provide the following:

- (1) Proposed markup on subconsultant costs and ODC;
- (2) Rationale and justification for the proposed markups.

IV. INSURANCE REQUIREMENTS

- A. Prior to execution of the Agreement, the Selected Consultant shall file with the District certificates of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required in accordance with the District's standard agreement. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and provides that the District receives notice at least thirty (30) calendar days prior to the effective date of any policy limit or cancellation of required coverages. The Consultant shall notify the District at least thirty (30) calendar days prior to the effective date of any cancellation or reduction in coverage in the policy. The Consultant shall maintain during the entire Contract period, insurance coverage at least as broad as the limits and coverage outlined in the District's standard agreement. The Consultant shall, upon demand of the District, make available to the District at Consultant's local office in all such policies of insurance and the receipts of payment of premiums thereon. Failure to provide such policies of insurance within a time acceptable to the District shall entitle the District to suspend or terminate the Consultant's work hereunder. Suspension or termination of the Consultant Agreement shall not relieve the Consultant from its insurance obligation hereunder.
- B. The Consultant shall obtain and maintain at a minimum the limits of insurance set forth in the Consultant Agreement. By requiring such minimum insurance, the District shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under the Agreement. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- C. Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, is acceptable on a "claims made" form.
- E. If coverage is approved and purchased on a "claims made" basis, the Consultant shall continue coverage either through (1) policy renewals for not less than three years from the date of

completion of the work which is the subject of this Agreement or (2) the purchase of an extended discovery period for not less than three years from the date of completion of the work which is the subject of this Agreement, if such extended coverage is available.

- F. If, in order to meet the insurance requirements the Consultant must rely on the insurance to be provided by one or more subconsultant, then such subconsultant(s) shall be required to meet all of the requirements herein applicable to the insurance they are providing, and shall include District and Consultant as additional insureds on all liability policies except Professional Liability/Errors & Omissions and Workers Compensation. The District will not make any payments on work performed by subconsultants until all insurance documentation from such subconsultants have been received and accepted by the District.
- G. Provided the affected insurance policies permit the following waiver, without voiding coverage, Consultant and District waive all rights against each other to subrogation for damages covered by property insurance.

V. EVALUATION AND SELECTION CRITERIA

- A. All Submittals will be evaluated by a Consultant Selection Panel ("Panel"), which will be responsible for ranking of the Submittals. The criteria outlined below will be used in evaluating the Submittals and determining the most qualified Proposer(s). A total of **100 points** (excluding a potential interview) has been assigned to the Evaluation Criteria. The maximum points possible will follow each criterion listed. The points indicate relative weight or importance given to each criterion. Evaluators will use the points to score each Submittal. Each evaluator will put the scores in rank order, with the highest scored Proposer 1st, the second-highest scored Proposer 2nd, etc. This ranking will then be totaled. From this ranking the District will either short list Proposers for interviews, or (if there are no interviews) recommend the most qualified Proposer to the Board of Commissioners for approval to begin negotiations.
- B. If the District interviews the top ranked firms, interviews will have a maximum of **100 points**. The number of Proposers to participate in interviews, if any, will be determined by the District based on the recommendation of the Panel. The District may choose to use different criteria for the interview. The interview process will include a Consultant presentation followed by a questions and answer period. The Consultants will not be given questions to prepare for in advance of the interview.

VI. DOCUMENTATION

- A. The prime Proposer shall submit **one (1) electronic (pdf) copy** of the Submittal.
- B. Submittals shall be 20 pages or less, excluding resumes and cover letter.
- C. The Submittal shall consist of the following parts:
 - 1. **Letter of Interest.** The Letter of Interest shall contain the following information:
 - RFP Title;
 - Proposer's name, mailing address, contact person, telephone and fax numbers; and
 - Complete list of any proposed sub-consultants.
 - 2. **Qualifications Statement.** The submittal shall include:
 - General statement of the understanding of the scope of services.
 - An organization chart for the project team including any proposed sub-consultants.
 - The project team's experience in construction management and inspection of water mains similar in size and complexity.
 - A proposed task list and level of effort for each task (see Attachment 1).
 - Approach to construction management and inspection services for the project.
 - Approach to communicating with the District, Contractor, regulatory and jurisdictional agencies, and the public.

The submittal shall be presented in a clear, comprehensive and concise manner and shall be submitted in a complete package by the prime Proposer.

VII. EVALUATION CRITERIA AND SUBMITTAL INFORMATION

A. Experience and Technical Competence

40 Points

The District will evaluate the experience and technical competence of the Proposer's project team to provide construction management and inspection services for the project. The District will also evaluate the overall organization of the project team. Emphasis will be placed on recent experience and expertise in performing the required services on projects with a scope of work similar in size and complexity to this Project.

B. Work Plan/Level of Effort (LOE)

30 Points

The District will evaluate the proposed Work Plan/Level of Effort (LOE) to determine the Proposer's understanding of the scope of work, allocation of skilled personnel to specified tasks, appropriate utilization of subconsultants, and overall project approach.

- a. The Work Plan/LOE is an opportunity for the Proposer to demonstrate its understanding of scope and propose ideas for the Project.
- b. Be certain to identify any proposed changes to the scope by adding or subtracting tasks.

C. Record of Past Performance & Project Examples

30 Points

1. The District will evaluate the project team's record of performance on previous projects with consideration given to quality of work, ability to meet schedules and budgets, cooperation, responsiveness, and other managerial considerations.
2. The District will evaluate the project examples provided with respect to the project team's experience with similar projects and the amount of involvement the project team members had with the project examples. The project examples provided should demonstrate the project team members' experience in providing services similar in scope to this Project. Owner references and contact information shall be included with the project examples.

D. Interviews

100 Points

1. The District may conduct interviews with the short listed Proposers (finalists).
2. Proposers will be notified of the request and will be provided the date and time of the interview. All interviews will be held via video conference format (MS Teams). The interview process will include a Consultant presentation followed by a question and answer period. Consultants will not be given questions to prepare for in advance of the interview. The District may choose to use different criteria for the interview.
3. Failure to participate in the interview process shall result in a Proposer's disqualification from further consideration.