

TOWN OF PORTSMOUTH, RHODE ISLAND
REQUEST FOR PROPOSALS

MELVILLE PONDS ENGINEERING STUDY
#P08-018

Sealed Bids/Proposals are being requested to provide an **Engineering Study for Melville Ponds**, in accordance with all terms and specifications contained herein. The Qualifications Based Selection (**QBS**) process shall be applied to this bid/proposal. Sealed proposals will be received in the Finance Office, Town Hall, 2200 East Main Road, Portsmouth RI 02871, until:

Two (2) o'clock P.M., Local Time
May 23, 2008

Each Technical Proposal should be submitted in a sealed envelope plainly marked on the exterior of the envelope, which should read: *Your Company Name* and **P08-018 Melville Ponds Study-Technical Proposal**. **In a separate sealed envelope** marked with **your company name and P08-018 Melville Ponds Study-Cost Proposal**, shall be your lump sum Cost Proposal. Both the technical and cost proposals shall be addressed to the Finance Office, Town Hall, 2200 East Main Road, Portsmouth, R. I. 02871.

A mandatory pre-bid conference will be held in the Council Chambers at the Portsmouth Town Hall, 2200 East Main Road, Portsmouth, RI on **May 12, 2008 at 10 a.m.**

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 Bids may be withdrawn upon written request (on the letterhead of the bidder and signed by the person signing the bid) which must be received prior to the time fixed for opening.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 Town 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 mailed to all prospective bidders. Should a bidder still not be satisfied, he may, in the proposal, set out and stipulate the exception, with enough explanation to be understood by the Town and, within the stipulation, the INCREASE or DECREASE in

the cost proposal because of the exception shall be stated. The Town may, at its discretion, accept or reject any or all exceptions.

The Town of Portsmouth reserves the right, as the interest of the Town may require, to reject any or all bid proposals, to waive any technical defect or informality in bids received, and to accept or reject any bid or portion thereof.

Note: All bidders are responsible for insuring that no alterations have been made to the original bid package. All bid packages and addenda (if any) are located at www.Portsmouthri.com under "Offices and Services" - Purchasing or you can contact the Finance Department.

TOWN OF PORTSMOUTH, RHODE ISLAND

David P. Faucher
Finance Director
(401) 643-0308

STATEMENT OF QUALIFICATIONS REQUIREMENTS

At a minimum, provide the following information with your company's response:

1. A resume of the firm's personnel to be involved with the various project services. The person designated to serve as "grant writer" should have a minimum of three years of experience writing private and public grants.
2. A listing of other municipalities with whom your firm has worked.
3. List your recent experience on similar projects along with any award(s) your firm may have received.
4. A copy of the appropriate licenses required by Federal, State, and/or Town authorities.
5. A statement as to your firm's experience with providing project management/supervision capabilities on a contract that may be governed by the prevailing wage provisions of the Davis-Bacon Act.
6. A statement that your firm is not disbarred, suspended or otherwise prohibited from practice by any Federal, State, or local agency.
7. A fully executed bid form containing the *Non-Collusion Statement*. The *Certificate of Insurance* is only required of the successful consulting firm.
8. On a separate sheet of your firm's letterhead, an in-depth statement of:
 - Your firm's approach to the scope of services;
 - A detailed list and description of the tasks to be provided;
 - A tentative timetable to perform the scope of services.
9. All questions pertaining to this QBS process or RFP must be addressed in writing to: David P. Faucher, Finance Director, 2200 East Main Road, Portsmouth, RI 02871 or dfaucher@portsmouthri.com.

SCOPE OF WORK

1. On behalf of the Town of Portsmouth, the Melville Park Committee is soliciting proposals to provide engineering services which will lead, ultimately, to the restoration of the Melville pond system within the Melville Park Recreation Area.
2. The area of concern is located off West Main Road and consists of 153 acres of coastal woodland dotted by wetlands, ponds, and brooks, which includes a *nine pond waterway system* including seven intermediate silt trap ponds (Ponds #2 through #8). The system collects all storm and drainage water for the area. Silt has built up over the years at the bottom of the ponds and vegetation has grown up in some of the ponds. Therefore, the Committee believes that the waterway system does not work properly and is well short of its maximum capacity. The total capacity of the seven intermediate silt trap ponds is estimated at 984,000 gallons.
3. The main goal of the ultimate project is to restore the nine pond waterway to a serviceable capacity, sufficient to support aquatic life, other wildlife habitat, passive enjoyment by visitors, and to minimize silting of the last and largest pond. This RFP is intended to determine the extent the system is currently malfunctioning and identify feasible restoration options and their costs. The Committee believes that the engineering study requested in this RFP will identify the following priority items: stopping silt building up in the lower pond (Pond #9) and restoring all seven intermediate silt trap ponds to a functioning system (including dredging, removal of dredging material and repair or replacement of seven dams in accordance with current engineering standards with a minimum of disruption of the flora and fauna both during and after the restoration project). In conjunction with determining the extent the system is malfunctioning and the cost of repairs needed, the consultant will be expected to conduct a structural analysis of all dams and investigate the possibility of including control structures on dams to regulate flows.
4. Services to be provided by the selected consultant will include:
 - Task 1. Perform an engineering study to identify to what extent the system is malfunctioning. The deliverable is the study;
 - Task 2. Determine what repairs are needed, options for the repairs/improvements and their concomitant costs (including control structures such as dams with regulated flows). The deliverable is the cost study and analysis;
 - Task 3. Perform grant research and grant writing – this may include multiple grants depending on funding availability and needs. Under this task, the selected consultant will be responsible for researching grants (public and private) that are available for funding the design and construction phases of the project, as well as assisting the Melville Park Committee with writing the grant(s). The deliverables are the listing of possible grant sources and the draft of a grant request(s).

In separate, subsequent contracts, the Town intends to employ the selected consultant to execute the repair design phase and oversee the repair construction phase. Cost estimates for the repair/improvement options are to be identified using current dollars. However, Contractor should provide an annual estimated inflation factor for materials and labor costs.

The Town will likely be able to provide 50% matching funds for the grant application(s) for the design and construction phases. If Town matching funds are not available and/or the grants do not materialize, the Town reserves the right to not proceed with the design and/or construction phases.

EVALUATION PROCEDURE and SELECTION CRITERIA:

This is not a lowest bid solicitation. The Town of Portsmouth will utilize a “Qualifications Based Selection” system, and will consider the following criteria in deciding on a preferred Consultant. Proposals will be examined and technically evaluated based on the factors presented below (not necessarily in priority order). It is the responsibility of the Consultant to provide information, evidence or exhibits that clearly demonstrate the ability to satisfactorily respond to project requirements and the factors listed below. The Town of Portsmouth will select the top-ranked firm for the Scope of Services.

A. Company Qualifications and Experience

Specialized experience is required in a series of work areas. Proposals must clearly demonstrate full knowledge, understanding, and experience in the methods, techniques and guidelines required for the performance of the required work. All elements within this factor are of equal importance. The Consultant must indicate specific experience in the required area.

B. Personnel Qualifications and Availability

Specialized experience is required of the proposed project personnel to undertake the work assignments. Proposal must clearly demonstrate the capability, academic background, training, certifications and experience of the proposed personnel (not just of the firm). The availability of the proposed staff is also of crucial importance and must be demonstrated. Specific project responsibility of staff to be assigned to this project must be included.

If sub-consultants will be employed, similar information must be provided and the portions to be sub-consulted must be identified. There is no penalty for use of sub-consultants; the qualifications of the entire team will be evaluated.

The Town reserves the right to cancel the contract at any time should key personnel or sub-consultants presented in the proposal or subsequent written or oral representations as assigned to work on this project for a significant percentage of their time, not actually be assigned to work a significant percentage of their time on this project. Upon satisfactory notice, the Town may, at its option, accept replacement persons or sub-consultants.

C. Performance Record of Firm

Provide a reference list of at least three (3) recent clients on projects of a similar nature, magnitude and complexity. References must include telephone number and affiliation, as well as a brief explanation of referenced work.

D. Project Understanding

The Consultant must demonstrate a comprehension of the role and function of this contract in meeting the needs of the Town of Portsmouth.

In addition to the understanding of the scope and approach, the Consultant must demonstrate the following, which will be considered in the selection:

- 1) Knowledge of current issues and state-of-the-art technologies.
- 2) Experience demonstrated on similar projects.
- 3) A demonstrated expertise and ability for rapid turnaround and flexibility on short-term projects.
- 4) An ability to integrate and utilize interdisciplinary study teams effectively on assignments requiring a variety of skills and expertise from in-house resources.
- 5) The ability to provide the necessary skills and expertise from in-house resources.

E. Proposal

- 1) Thoroughness of Proposal

Proposal need not be exhaustive, but it should clearly show that it has been thought through and responds to this RFP.

- 2) Approach and Methodology

Approach and Methodology must be clearly explained. Key review and decision points should be noted.

- 3) Timetable

The timetable for each major phase of the work must be clearly shown. It is anticipated that all work should be completed within six months of the signing of a contract.

CONTRACT AWARD PROCEDURE

All proposals will be reviewed and rated based upon a combination of factors regarding the proposal submitted and the evaluation criteria set forth in this proposal. Following this review of the proposals received by the Town of Portsmouth, three to five firms may be asked to undergo a personal interview with a selection subcommittee of the Town.

A. Firms invited for interviews shall be evaluated according to the following:

- 1) Grasp of Project Requirements (Town may evaluate firm's analysis, preparation and level of interest.)
- 2) Design Approach/Methodology (Town may evaluate firm or individual's creativity and problem solving ability.)
- 3) Key Personnel and Roles (Town may evaluate personal qualifications and professional skills of key individuals.)
- 4) Pertinent Experience, Firm (Town may evaluate related projects presented as previous work of the firm.)
- 5) Pertinent Experience, Individual (Town may evaluate related projects presented as previous work by the key personnel.)
- 6) Consultant/In-House Resources (Town may evaluate firm's abilities and importance of consultant or in-house support services.)
- 7) Technical Project Management (Town may evaluate firm's abilities related to technical functions such as project cost controls, construction observation, time scheduled, etc.)
- 8) Responsiveness to Town's Concerns (Town may evaluate firm's ability to form successful working relationships and communications with the Town.)
- 9) Other Relevant Issues (Town may evaluate importance of other relevant issues presented by the firm.)

B. Based upon the results of this review and interview process, the fee envelope from the highest rated firm will be opened and a contract negotiated. If an agreement cannot be reached, the same process will take place with other firms, in order of their review rating, until an agreement can be reached.

The final decision of selection of a Consultant and execution of a contract rests with the Town Council. The Town Council will direct the Town Administrator to administer the Contract and interface with the Town Planner on work items.

The Town reserves the right to waive any and all informalities and to award the proposal on the basis of the above procedures to the firm it deems most qualified.

INSURANCE REQUIREMENTS

The Consultant, prior to contract execution, will be required to submit a valid, currently dated Certificate of Insurance satisfactory to the Town of Portsmouth as evidence that the Consultant is adequately insured throughout the period of the contract by a recognized and responsible insurer authorized to do business in Rhode Island. Minimum limits include:

- Comprehensive General Liability, \$1,000,000 Combined Single Limit;
- Business Automobile, \$500,000 Combined Single Limit;

- Workers' Compensation Coverage as required by Rhode Island State law.

The Certificate of Insurance should name the Town of Portsmouth as an additional named insured. Any exclusions or exceptions to the types of claims and amounts which may be collected against a legitimate claim must be clearly delineated. The insurer will be required to provide the Town of Portsmouth with notification of any cancellation or change in the insurance coverage during the period of the contract between the Consultant and the Town of Portsmouth. Such notification must be made not less than thirty (30) days prior to date said cancellation or change becomes effective.

Failure to maintain the insurance required shall be cause for immediate termination of the contract by the Town of Portsmouth.

The Town of Portsmouth reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The requirement for Workers' Compensation coverage shall not be waived. However, the required limits of property and casualty coverage may be modified if the Consultant can demonstrate an acceptable alternative method of preventing transferal of insurable risk to the Town of Portsmouth or of eliminating such risk.

INDEMNIFICATION

The Consultant will indemnify and hold the Town of Portsmouth harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim including claims for loss of or damage to property, including the Town of Portsmouth's property, and injuries to or death of persons, including the Town's employees, caused by or resulting from the Consultant's negligence or willful misconduct or breach of this Agreement. In any instance in which the Town of Portsmouth claims indemnity under this paragraph, the Consultant shall have the duty to defend the Town in any litigation arising out of the occurrence from which the Town claims that the Consultant's indemnity obligation exists.

The Town of Portsmouth hereby agrees to indemnify and hold the Consultant harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim including claims for loss of or damage to property, including the Consultant's property, and injuries to or death of persons, including the Consultant's employees, caused by or resulting from the Town of Portsmouth's negligence or willful misconduct or breach of this Agreement.

In case of joint or concurring negligence of the parties giving rise to loss or claim against either one or both, each shall have full rights of contribution against the other. Each party shall promptly notify the other of the assertion of any claim against which such other party is indemnified hereunder, shall give the other party the opportunity to defend such claim, and shall not settle such claim without the approval of the indemnifying party. These indemnification provisions are for the protection of the Town of Portsmouth and the Consultant only and shall not

establish, of themselves, any liability to third parties. Nothing contained in this provision shall be construed or deemed to prevent either party from defending any such suit, action or claim by using all legitimate defenses which it may have against any such suit, action or claim, including alleging the negligence, misfeasance, malfeasance or nonfeasance of the other party.

LIABILITY WAIVER

The Consultant must agree to waive any and all claims against the Town of Portsmouth for any loss or injury incurred while working on the project during the period of the contract.

Evaluation of Qualifications

1. Professional background and caliber of previous experience of the firm and each person of the firm to be assigned to review projects and/or each of the consultants to be assigned to review specific portions of project(s).

Maximum Point Value (MPV) = 25%

2. Approach and capability of the firm to perform the scope of services.

Maximum Point Value (MPV) = 35%

3. Past record of performance on contracts with government agencies (specifically municipalities) or private industries, with respect to such factors as control of costs, quality of work and ability to meet schedule deadlines.

Maximum Point Value (MPV) = 25%

4. Proximity to/or familiarity with the area(s) in which project(s) are located.

Maximum Point Value (MPV) = 15%

5. Reputation for personnel and professional integrity and competence.

Maximum Point Value (MPV) = 10%

The method of scoring the submissions will be as follows:

- A point score of 1 (being the lowest) and 10 (being the highest) for each of the five criteria will be assigned by the selected Town officials based on submittals. The score for each separate category will be weighted by the percentage indicated and the resulting values will be added to determine the final score.
- The top 3 firms best meeting the qualifications as measured by these criteria may be selected for an interview (more may be considered in the event of ties). At the time of the interview, selected firms should be prepared to identify like work and references.

NOTE:

- On a separate attachment, or using the one provided, list the Officers of your Corporation or Principals of your LLC. Award can not be done without the attachment.
- Also, Please provide any literature you feel may be necessary.

Bid # P08-018

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

Complete Company Name

_____ Name	_____ Title/Officer/Position
_____ Name	_____ Title/Officer/Position
_____ Name	_____ Title/Officer/Position
_____ Name	_____ Title/Officer/Position
_____ Name	_____ Title/Officer/Position
_____ Name	_____ Title/Officer/Position
_____ Name	_____ Title/Officer/Position
_____ Name	_____ Title/Officer/Position
_____ Name	_____ Title/Officer/Position
_____ Name	_____ Title/Officer/Position

Non-Collusion Statement P08-018

A Respondent submitting a Proposal hereby certifies that: No officer, agent, or employee of the Town of Portsmouth has a pecuniary interest in the Proposal or has participated in contract negotiations on the part of the Respondent; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Respondent for the same call for Proposals; and, the Respondent is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm. Further, no person or firm who is listed as a Subcontractor shall be eligible to become a qualified Bidder in the same solicitation.

Signature: _____

Printed Name & Title: _____

Date: _____

PRICE QUOTATION SHEET (to be submitted in a separate sealed envelope)

The proposer shall indicate below the firm, not-to-exceed price(s) for the tasks. The total price for the tasks shall be the total of the individual components below. The Town reserves the right to award each task to separate offerors. Offerors may bid for one or more tasks.

Melville Ponds Study Cost Proposal Bid Form #P08-018

BID FORM

Cost of Task 1: (System malfunctioning Study) _____

Cost of Task 2. (Cost of Repairs) _____

Cost of Task 3. (Grant writing) _____

Total Cost (including Task 1, 2 and 3):

NAME AND ADDRESS OF BIDDING FIRM:

I herein agree to abide by all requirements as detailed in the “Invitation for Bid P08-018”.

Signature: _____

Printed Name & Title: _____

Date: _____