



Request for Qualifications (RFQ #07-10)

**Professional Engineering Design Services – Reverse Osmosis Water
Treatment Plant**

January 25, 2010



**City of Clearwater – Engineering Department
100 S. Myrtle Avenue, Room #220
Post Office Box 4748
Clearwater, Florida 33758-4748**

Sealed Statements of Qualifications will be received by the Purchasing Manager, at the Purchasing Office, located at the Municipal Services Bldg., 100 So. Myrtle Ave., 3rd Floor, Clearwater, Florida 33756-5520, until 4:00 P.M. on Friday, **February 26, 2010**.

The City of Clearwater, Florida wishes to select a qualified Professional Engineering Consultant (CONSULTANT) to perform services as outlined within this document. CONSULTANTS must complete a two-step process to be considered for this work. The first step is responding to this Request for Qualifications (RFQ). A short-list will be selected based upon criteria identified in Section 1 and information submitted as identified in Section 4 and those firms will be required to present oral presentations. CONSULTANTS will be graded after the presentation with a weighted scale that will be provided prior to scheduling of the oral presentations. The most qualified CONSULTANT(s) based on the ranking of the selection committee will be asked to enter into negotiations for the projects identified in Section 2.

Copies of the Request for Qualifications for this project are available for prospective CONSULTANTS at the Municipal Services Bldg., **Purchasing Department**, 3rd Floor, 100 So. Myrtle Ave., Clearwater, Florida, between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday, beginning **January 25, 2010**, until no later than close of business five days preceding the submittal deadline. The documents are also available through the City's website: www.myclearwater.com and through the City's electronic plan room (also available at <http://www.myclearwater.com/cityprojects/index.asp>)

Each prospective CONSULTANT will be evaluated as to their abilities to successfully provide engineering services related to the following capital improvements projects that will be bid for construction separately:

- Permitting and Design of an expansion of the City of Clearwater's existing Reverse Osmosis Treatment Plant #1 adding 1.0 MGD treatment capabilities.
- Permitting and Design of the proposed 6.5 MGD Brackish Reverse Osmosis Water Treatment Plant #2.

The right is reserved by the City Manager of the City of Clearwater, Florida to reject any or all Statements of Qualifications.

The City of Clearwater, Florida
William B. Horne, II, City Manager

1. INTRODUCTION

The City of Clearwater, Florida (CITY) wishes to select a qualified CONSULTANT to provide professional engineering design services and prepare construction documents for the City's Public Utilities Department. CONSULTANTS must complete a two-step process to be considered for this work. The first step is responding to this Request for Qualifications (RFQ) and pending notification of being short-listed, the second step is delivering an oral presentation to the selection committee. The most qualified CONSULTANTS will be selected based upon evaluations and a final ranking will be determined by the selection committee for each project (PROJECTS 1 and 2, section 2 below). The CONSULTANT responses to the RFQ will be evaluated on the following criteria:

- The CONSULTANTS technical approach to the project (20%)
- The proposed project team (organization, management and experience) (25%)
- Demonstrated Past Performance of the CONSULTANT (25%)
- Ability to meet Project Schedule (available resources) (20%)
- Overall responsiveness to RFP Requirements (10%)

A more detailed evaluation criteria matrix will be provided to the shortlisted entities for their use in preparing the oral presentations.

It is expected that separate firms will be selected for each project identified in Section 2, although the CITY reserves the right to select one firm to perform both tasks if it is deemed in the CITY's best interests.

The Review Committee's decision in qualification of prospective CONSULTANTS shall be final. The City reserves the right to, at its sole discretion, accept or reject any and all submittals, request clarifications from any prospective CONSULTANT, amend or modify the terms of the RFQ, or re-issue the RFQ if such action is in the best interest of the City. The overall project schedule is outlined in Section 11 of this document.

If there is any doubt as to the true meaning of any part of this RFQ, or if any discrepancies in or omissions from this RFQ are discovered, a written request for an interpretation or correction may be submitted to the City for response. The company submitting the request will be responsible for delivery no later than 7 calendar days before the pre-qualification submittal due date. Any clarification or correction of this RFQ will be made only by written addendum. A copy of all such addenda will be mailed or delivered to each company holding a set of documents. The City will not be responsible for any other explanation or interpretations of the documents.

Following the selection of the most qualified CONSULTANTS based on this RFQ and the oral presentations, negotiations will begin to finalize scope and fee.

2. PROJECT TASKS

Expansion of Reverse Osmosis Water Treatment Plant #1

- Based on the data provided by the CITY, evaluate water characteristics of an existing and newly expanded raw water supply system. Evaluate existing plant operational protocols, pre-treatment, R/O process, high service pump facilities and discharge systems.
- Evaluate and discuss general regulatory issues that may impact future development of this project.
- Design resulting in all required permits and Construction Documents to bid for construction activities for the expansion of the existing R/O Plant #1. The existing plant is a low-pressure reverse osmosis plant that produces 3.0 MGD of finished water. The expansion will include an additional R/O train and all associated equipment, two (2) 3.0 MG above ground storage tanks (GST) to replace a failing existing 5.0 MG GST, and improvements as identified in an included evaluation of the existing pre-treatment and concentrate disposal system.
- The future concentrate disposal system will convey waste product to the proposed injection well that will be constructed at the PROJECT #2 site. Coordination with the PROJECT #2 CONSULTANT(s) will be required.

It is required that the design will be reviewed at the Basis of Design Report level, 60%, 90% and 100% design stages. Public Meetings will be held near the 60% design stage. Multiple meetings with the Owner will be required throughout the design effort and it is also anticipated that up to three presentations will be required to City Councils or other public meetings as requested by the CITY. CONSULTANT shall assist the CITY in preparing for and presenting project results.

Brackish Reverse Osmosis Water Treatment Plant #2

Specifically, the following items will be addressed by the CONSULTANT.

- Based on the data provided by the CITY, evaluate water characteristics of existing test well data, deriving design characteristics of a future expanded raw water supply system. This work will be accomplished concurrent and cooperatively with the City's selected hydro-geologic consulting firm who will be responsible for design, permitting and construction inspection of the drilling of the future wells. The CONSULTANT and the City's selected hydro-geologic firm will be required to mutually delineate responsibility for wellhead equipment and appurtenances design, permitting and construction inspection with the intent of providing a complete and operable raw water collection and transmission system.

- Pilot testing will be performed considering preliminary data collected from test wells already constructed and tested by the City and using a mutually agreed upon existing test production well as a water source. The pilot test will be performed to provide data on pre-treatment technology comparisons, R/O technology performance evaluation, operation and equipment performance evaluations, fouling characteristics, removal efficiencies, at a minimum.
- Work cooperatively with the City's selected consultant responsible for design and permitting of the future concentrate injection well. As stated above the CONSULTANT and the City's selected hydro-geologic consulting firm will need to mutually delineate responsibility for the concentrate injection well below, at-grade and above equipment, any and all necessary appurtenances to ensure design and construction of a complete and operable system.
- Evaluate existing plant operational protocols, pre-treatment, high service pump facilities related systems.
- The project will be phased to occur over multiple years.
- DESIGN resulting in all necessary regulatory permits and CONSTRUCTION DOCUMENTS to bid for the construction of a new R/O Plant #2 to be located at the existing Plant #2 site. The existing plant consists of a 5.0 MG GST, minor chemical treatment facilities and high service pumps. The new plant will incorporate appropriate existing facilities into its design. The expansion will include pre-treatment facilities, new R/O treatment trains and all associated equipment, an additional 5.0 MG above ground storage tank (GST). Concurrent to the plant design, the wellfield and raw water system serving the proposed plant will be designed and permitted with the selected CONSULTANT performing CEI services during the construction phase of the wellfield. The wellfield will consist of 9 new wells to supplement three existing wells and three test production wells that already exist and will become production wells (total of 15). Preliminary (Master planning level) site selection must be finalized, hydraulic modeling must be performed to design the raw water system.
- The goal of this project is to provide a viable source of treated potable water meeting the City of Clearwater drinking water standards in a cost-effective manner over the design life of the treatment facility.

This project is partially funded by the Pinellas Anclote Basin Board of the Southwest Florida Water Management District and therefore may require that the CONSULTANT assist the CITY with documentation that the project is meeting the goals of its cooperative funding agreement. At a minimum, CONSULTANT will be required to develop a Basis of Design Report, 60%, 90%, 100% and Issue for Bid CONSTRUCTION DOCUMENTS. Review meetings will be required, as well as progress meetings to review intermediate findings. Public Meetings will be required at or near the 60% design stage as well as any required meetings with FDEP, SWFWMD, Pinellas County, Tampa Bay Water, and any other Federal, State, and/or local agencies required to affect a complete and operable treatment plant facility as described in this document.

3. PROJECT DELIVERABLES (project deliverables upon successful contract negotiations)

- PROJECT 1 – DESIGN resulting in CONSTRUCTION DOCUMENTS to bid for construction activities for the expansion of the existing R/O Plant #1.
- PROJECT 2 – DESIGN resulting in CONSTRUCTION DOCUMENTS to bid for construction activities for the brackish wellfield, raw water piping system, and new Brackish R/O Treatment Plant #2.

4. RFQ SUBMITTALS:

Interested Consultants should state their interest in this project by submitting eight copies of the following:

- Letter of interest and understanding on Consultant stationery; this letter MUST include a clear and concise statement as to what portion of the RFQ work the Consultant is seeking to secure. (one page maximum)
- Proposed Technical Approach to perform task(s) identified in Section 2. (four page maximum)
- Description of Consultant to include only the following:
 - ✓ Legal name, years in business, officers, staff size, and staff breakdown by classification;
 - ✓ Names and titles of the project team; Table of organization proposed by the Consultant for this project including clearly stated availability to dedicate resources to the project;
 - ✓ List membrane water treatment plant design experience, preferably in Florida, in the past ten (10) years including size of projects, project cost, name of owners, addresses, contact persons, and telephone numbers;
 - ✓ Resumes of all persons who will be working on this project, including sub-consultants and engineering design staff;
 - ✓ Statements of professional and general liability insurance, as required by the City;
 - ✓ List of legal actions brought against the firm within the last ten (10) years.

5. MULTIPLE CONSULTANT TEAMS:

Multiple consultant or joint venture teams must clearly identify the roles and responsibilities of the proposed participants.

6. SELECTION PROCESS:

The City Project Review Committee will consist of representatives from the **City of Clearwater Engineering Department; City of Clearwater Purchasing; City of Clearwater Public Utilities; City of Clearwater City Manager's Office;** and will review the RFQ submittals and select three (3) to five (5) firms for interviews. Those firms not asked to make oral presentations will also be notified.

The selected firms will be shortlisted and given advance notice to prepare for a public interview, to be held in Clearwater. Site visits to the plant sites will be formally scheduled for the short-listed firms. The interviews will be conducted over a one- or two-day schedule. A decision following the interviews will be made within ten (10) working days of the last interview.

7. **CONDITIONS:**

The City reserves the right to accept and/or reject any or all submittals; to waive any irregularity, variance, or informality whether technical or substantial in nature; and to negotiate with all qualified Firms in keeping with the best interests of the City. An award resulting from this request shall be negotiated with the Firm whose proposal and presentation is determined to most advantageous to the City of Clearwater.

8. **MAIL OR DELIVER COMPLETED RESPONSES TO:**

George McKibben
City Purchasing Manager
Municipal Services Building
100 South Myrtle Avenue (3rd floor)
Clearwater, FL 33756 - 5520

Mailing address: P. O. Box 4748
Clearwater, FL 33758-4748

All proposals must be received not later than 4:00 p.m. local time February 26, 2010. The City assumes no responsibility for responses received after the stated time and date, or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling or any other reason. Late responses will be held unopened and not considered for award.

9. **INSURANCE REQUIREMENTS:**

See Exhibit "A" attached.

10. **DISTRIBUTION:**

This RFQ is being mailed to Consultants that have contacted the City and those that are believed to have the experience needed for this project. The project is also being advertised per City of Clearwater purchasing policies and being made available online through the City's website and electronic plan room.

11. PROJECT SCHEDULE

1) Release date of RFQ	January 25, 2010
2) Due date of RFQ	February 26, 2010
3) Short-list Selection	March 5, 2010
4) Site Visits	March 8, 2010 (week of)
5) Oral Presentations	March 29, 2010 (week of)
6) Selection Committee Recommendation	April 9, 2010
7) Contract Negotiations Completed	April 30, 2010
8) City Council Approval (Contract letting)	May 20, 2010 (week of)
9) Design initiated for R/O #1 expansion	June 1, 2010
10) Design of R/O #2 and wellfield initiated	June 1, 2010
11) Construction of R/O #1 expansion complete	Dec 31, 2012
12) Construction of R/O #2 complete	Dec 31, 2015

12. GENERAL CLAUSES

OPENNESS OF PROCUREMENT PROCESS

Written response, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this request, shall be handled in compliance with Chapters 119 and 286, Florida Statutes. The City gives no assurance as to the confidentiality of any portion of the qualifications once submitted.

RETENTION AND DISPOSAL OF RESPONSE

The City reserves the right to retain all submitted responses for official record purposes. The City also reserves the right to dispose of any or all copies of responses in whatever manner it deems appropriate. No copies of responses will be returned to the firm.

ERRORS AND OMISSIONS

Once a response is presented, the City shall not accept any requests by any firm to correct errors or omissions in any calculations submitted.

RESERVED RIGHT

The City reserves the right to accept or reject any and/or all submissions/proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received the first submission date may or may not be rejected by the City depending on available competition and timely needs of the City. The City shall be the sole judge of the submission/proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the City reserves the right to make such investigation, as it deems necessary to determine the ability of any responder to perform the work or service requested. The responder shall provide information the City deems necessary to make this determination.

CONFLICT OF INTEREST

Any prospective Consultant should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party. Alternatively, should any potential conflict exist, the prospective firm should specify the party with which there might be a conflict, the nature of the potential conflict, and the means proposed to resolve such conflict.

RIGHT TO PROTEST

Any actual or prospective responder who is aggrieved in connection with the solicitation or award of a contract may seek resolution of its complaints by contacting the Purchasing Manager.

NO COLLUSION

By offering a submission to the RFQ, the responder certifies, and in the case of a joint submission/proposal each party thereto certifies as to its own organization, that in connection with the submission/proposal:

- a. No attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission/proposal for the purpose of restricting competition; and
- b. The only person(s) or principal(s) interested in this submission/proposal are named therein and that no person other than those therein mentioned has/have any interest in this submission/proposal or in the agreement to be entered into; and
- c. No person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial agencies maintained by the purchaser for the purpose of doing business.

PROFESSIONAL SERVICES/CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA) - FLORIDA STATUTE 287.055

Professional services requested in this RFQ are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Provisions of F.S. 287.055 apply.

APPROPRIATIONS CLAUSE

The City, an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which this contract shall remain in effect. The City shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful

performance of this contract, provide written notice to the Contractor of such event and effective thirty (30) days after giving such notice or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released at all further obligations in any way related to the contract. Add MBE/WBE documentation per SWFWMD requirements.

13. GENERAL TERMS AND CONDITIONS:

- a) All responses become property of the City of Clearwater.
- b) The City will not reimburse the respondent for any costs associated with the preparation, submittal, or presentation of their responses to this request.
- c) The respondent acknowledges that all information contained within its response is part of the public domain as defined by State of Florida Sunshine and Public Record Laws. The City gives no assurance as to confidentiality of any portion of any proposal once submitted.
- d) The awards made pursuant to this RFQ are subject to the provisions of Chapter 112, Part III, Florida Statutes. All respondents must disclose with their responses the name of an officer, director, owner, or agent who is also an employee of the City of Clearwater.

Respondents, their agents, and associates shall refrain from contacting or soliciting any City officials regarding this RFQ during the selection process. Failure to comply with this provision may result in disqualification of the respondent, at the option of the City. Only George McKibben may be contacted.

- e) There shall be no discrimination as to race, sex, color, creed, handicaps, or national origin in the operations conducted under this engagement.
- f) Due care and diligence has been exercised in the preparation of this RFQ, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services rests solely with those making responses. Neither the City nor its representatives shall be responsible for any error or omission in this response, nor for the failure on the part of the respondents to determine the full extent of the exposures.
- g) Preference will be given to those responses in full or substantially full compliance with the requested information in this document.
- h) Each respondent is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida, and the City of Clearwater. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response.

- i) Any interpretation, clarification, correction, or change to the RFQ will be made by written addendum issued by the City's Purchasing Manager. Any oral or other type of communication concerning the RFQ shall not be binding unless issued by the City in the form of an addendum.
- j) Responses must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the services contemplated by this RFQ.
- k) The successful respondent shall be required to submit proof of licenses, certifications, and proofs of insurance as required by the City.
- l) The successful respondent shall not be allowed to substitute project team members named in this response without the written permission of the City.
- m) The designer is responsible for all costs associated with any non-discretionary changes. A bond for this purpose may be required.

Documents cited in this document but not attached are available upon request.

EXHIBIT "A"

INSURANCE REQUIREMENTS

1. Liability Insurance. The party submitting an RFQ, hereinafter referred to in this document as the Proposer, if selected, shall furnish, pay for, and maintain during the life of any contract entered into with the City the following liability coverage:
 - a. Comprehensive General Liability insurance on an "occurrence" basis in an amount not less than \$500,000 combined single limit Bodily Injury Liability and Property Damage Liability.
 - b. Business Automobile Liability insurance in the amount of at least \$1,000,000, providing Bodily Injury Liability and Property Damage Liability.
 - c. Worker's Compensation Insurance applicable to its employees, if any, for statutory coverage limits in compliance with Florida laws, including Employers' Liability that meets all state and federal laws.
 - d. Professional Liability/Malpractice/Errors or Omissions insurance, as appropriate for the type of business engaged in by the Proposer, shall be purchased and maintained by the Proposer with minimum limits of \$1,000,000 per occurrence.
2. Additional Insured. The City is to be specifically included as an additional insured on all liability coverage described above, except the insurance coverage identified in paragraph 1(d).
3. Notice of Cancellation or Restriction. All policies of insurance must be endorsed to provide the City with thirty (30) day's notice of cancellation or restriction.
4. Certificates of Insurance/Certified Copies of Policies. The Proposer, if selected, shall provide the City with a certificate or certificates of insurance showing the existence of the coverage required by this RFQ, if any. The Proposer will maintain the required coverage with a current certificate or certificates of insurance throughout the term of the contract with the City. When specifically requested by City in writing, the Proposer will provide the City with certified copies of all policies of insurance as required above. New certificates and new certified copies of policies, if certified copies of policies have been requested, shall be provided City whenever any policy is renewed, revised, or obtained from other insurers.
5. The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Clearwater
Attention: City Project Manager
P.O. Box 4748
Clearwater, FL 33758-4748
6. The Proposer shall defend, indemnify, save and hold the City harmless from any and all claims, suits, judgments and liability for death, personal injury, bodily injury, or property damage arising directly or indirectly from any performance under this RFQ, or a subsequent purchase order or contract entered into by City and Proposer, its employees, subcontractors, or assigns, including legal fees, court costs, or other legal expenses. Proposer acknowledges that it is solely responsible for complying with the terms of this RFQ or a purchase order or contract arising out of this RFQ. In addition, the Proposer shall, at its expense, secure and provide to City, prior to beginning performance under an RFP, or a subsequent purchase order, or contract, all insurance coverage as required in this RFQ.
- 13) Any party providing services or products to the City will be expected to enter into a written agreement, contract, or purchase order with the City that incorporates, either in writing or by reference, all of the pertinent provisions relating to insurance and insurance requirements as contained herein. A failure to do so may, at the sole option of the City, disqualify any vendor, bidder or Proposer of services and/or products to the City.