

REQUEST FOR QUALIFICATIONS

For

ENGINEERING SERVICES FOR THE 2021 WASTEWATER TREATMENT PLANT OPERATIONS ON CALL

RFQ Opening
Thursday, May 6, 2021 @ 4:30 pm
City of Grand Island, City Hall
100 East 1st Street

Grand Island, NE 68801

ENGINEERING DIVISION
DEPARTMENT OF PUBLIC WORKS
GRAND ISLAND, NEBRASKA

APRIL 2021

ADVERTISEMENT REQUEST FOR QUALIFICATIONS

ENGINEERING SERVICES FOR THE PUBLIC WORKS DEPARTMENT 2021 CAPITAL IMPROVEMENT PROJECTS; SELECTED LOCATIONS

CITY OF GRAND ISLAND, NEBRASKA

Statements of qualification submittals will be received by the City Clerk's Office, 100 E 1st Street or PO Box 1968, Grand Island, NE 68802 until **4:30 p.m.** (local time) on Thursday, May **6, 2021** for Public Works Department 2021 Capital Improvement Projects; Selected Locations, City of Grand Island, Nebraska. Submittals received after the specified time will be retained unopened until after award. Submittals must be based on the City's Request for Qualifications and will be publicly opened at the designated time in Conference Room #1 located on the 1st floor of City Hall. Submittals received after the specified time will be returned unopened to sender.

Documents for use in preparing submittals may be downloaded from the Quest CDN website, www.QuestCDN.com for a thirty dollar (\$30) fee. Submittals must either be uploaded to the Quest CDN website or received in hard copy before the specified time to be considered.

Contact Keith Kurz, Assistant Public Works Director, at keithk@grand-island.com for further information.

The statement of qualification and any addenda may be viewed on-line at www.grand-island.com under Business - Bid Calendar.

Submittals shall include, but are not limited to:

- Introductory Letter
- Statement of Qualifications
- Project Schedule and Approach
- References
- Insurance
- Miscellaneous (any exceptions to the submittal requirements)

The award winning submittal(s) will be required to comply with the City's insurance requirements.

Submittals will be evaluated based upon firm experience and qualifications on similar work, proposed project schedule/approach, and past experience working with the City of Grand Island Public Works Department. Submittals shall remain firm for a period of ninety (90) days after due date. The City of Grand Island reserves the right to refuse any or all submittals, to waive technicalities, and to accept whichever submittal that may be in the best interest of the City, at its sole discretion.

TITLE VI

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

SECTION 504/ADA NOTICE TO THE PUBLIC

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

City Administrator 308-389-0140 100 East First Street, Grand Island, NE 68801 Monday through Friday; 8:00 a.m. to 5:00 p.m.

RaNae Edwards City Clerk



CITY OF GRAND ISLAND REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR THE 2021 WASTEWATER TREATMENT PLANT OPERATIONS ON CALL

PURPOSE

This Request for Qualification is for the solicitation of qualified individuals and/or firms to provide engineering services for assistance in the technical aspects of the daily operations of the Wastewater Treatment Plant.

PROJECT BACKGROUND

The Wastewater Treatment Plant (WWTP), located at 3013 Swift Road, Grand Island, Nebraska, has a design capacity of 40MGD and currently treats an average daily flow of 13MGD. The Grand Island WWTP is a primary treatment system, a single sludge biological nutrient removal secondary treatment facility, and has effluent ultraviolet disinfections. It accepts wastewater from the citizens and businesses in the Grand Island and surrounding areas. The solids are separated from water in the treatment stream after which they are dewatered and hauled to the landfill for final disposal. The treated water is discharged to the Wood River via a storm water outfall ditch under permit from the Nebraska Department of Environment and Energy (NDEE)

Due to staff retirements and vacancies in engineering positions, the City of Grand Island Public Works Department is seeking qualified parties to aid in process operations of the WWTP until these staff positions are filled.

PROJECT SCOPE OF WORK:

- Have project kickoff meeting with City to discuss direction of the project as well as intermittent meetings with staff.
- Investigate current facility operations and gain understanding of the plant and other operating conditions. A site inspection is advised.
- Work with plant and engineering staff to develop a communication methodology and chain of command.
- Maintain awareness of operation. There is an operators each morning that should be attended in person, by phone, or video conference.
- Respond quickly with new process in the event of a major change. The WWTP occasionally experiences
 major changes in inflow primarily from two industrial customers requiring immediate response to avoid
 permit violations. The largest industrial customer is immediately adjacent to the WWTP, sending their
 outflow directly from their pretreatment system to the WWTP. The proximity increases the impact from
 pretreatment failures and permit exceedances.

PROJECT QUALIFICATIONS:

- Licensed Professional Engineer with the state of Nebraska (may get license after contract; within six (6) months of contract date)
- Experience as a managing professional engineer over WW operations
- Level 4 Wastewater Operator Certification from the state of Nebraska (highest level for Nebraska) (may
 acquire after contract; within six (6) months of contract date). The State of Nebraska changed its
 wastewater certification tests twice over the last two years. They think the tests are invalid because no
 one has passed. Changes in staff have created a situation where about half of the operators no longer
 have the required level 4 certification

SELECTION PROCESS

Submittals will be evaluated with the following considerations, along with the weight percentages assigned to each element, which will be used to rank and evaluate the proposals:

- Firm experience and qualifications on similar work. (50%)
- Proposed project schedule/approach (40%)
- Past experience working with the City of Grand Island Public Works Department. (10%)

This Request for Qualification does not commit the City to award a contract or agreement, to pay any cost incurred in the preparation of a submittal responding to this request, or to contract for services. The City reserves the right to accept or reject any or all submittals received, to negotiate with qualified sources, or to cancel the request in total or in part. The City may require the selected consultant to submit such data or other information necessary to substantiate costs, or to revise technical, schedule or other elements of their submittals in accordance with contract negotiations.

Each project will be evaluated on the above considerations individually. This means that each project will be awarded to the consultant who scores the best on that project, regardless of the consultant's qualifications on another project.

Interviews of shortlisted firms may be requested by the city on any and/or all projects. If requested, interviews will be used to further evaluate the above noted criteria.

CONTENT OF PROPOSAL

Submittals should be as *concise* as possible, and should contain as a minimum the information presented below. Submittals for partial categories of work will not be accepted. Additional materials, including detailed resumes and brochures may be submitted as an attachment to the submittal. Brochures and marketing materials not directly related to specific experience with the proposed scope of work shall not be submitted.

Proposal package shall include the following:

Introductory Letter:

• A one (1) page introductory letter, addressed to the Public Works Director which contains the firm's mailing address, telephone number, fax number, type of ownership, and the name of the person to contact, with email address, regarding the qualifications. The letter should also state an expression of the consultant's interest in the work, and describe the firm's geographical location within the project geographic area and knowledge of the locality of the project. This letter should address specifically which projects are being submitted on.

Statement(s) of Qualifications

Each project should be covered in the statement of qualification.

- Consultant's qualifications and experience in the recent past on projects with similar work to that of the work category of interest. Consultant should demonstrate full capability in providing the required services.
- Identification and role of key personnel proposed to participate in the project, along with their background and experience. Be specific in identifying the nature and the extent of each person's participation.
- Identification of any sub consultant necessary for the projects identified.

Project Schedule and approach:

• Consultant to provide an approach and proposed schedule to the project.

References:

• Attach a separate sheet containing a minimum of three (3) references for whom the consultant has provided similar work during the previous ten (10) years.

Insurance:

 Include a statement that all consultants involved have insurance coverage acceptable to the City. See Below.

Miscellaneous:

- Any exception(s) to the submittal requirements
- A digital PDF copy of the entire submittal shall be included with the package

FINAL SELECTION IS SUBJECT TO REVIEW AND APPROVAL BY THE GRAND ISLAND CITY COUNCIL AND IS CONTINGENT UPON NEGOTIATING A SATISFACTORY AGREEMENT.

PRICE AND SCOPE

The City will negotiate the scope and associated fees required to complete the project with the consultant whose qualifications best meet the project based on the criteria. If negotiations are unsuccessful with the highest ranked firm the next highest firm will enter into negotiations.

SUBMISSION DEADLINE

Respondents to this RFQ must deliver five (5) copies of their proposal to:

Attn: City Clerk
City of Grand Island
City Hall, 100 East First Street
P.O. Box 1968
Grand Island, NE 68808-1968

Submittals should be marked "2021 WWTP OPERTAIONS ON CALL ENGINEERING SERVICES" and shall be delivered to the Office of the City Clerk no later than 4:30 p.m. on May 6, 2021.

Documents provided shall remain firm for a period of ninety (90) days after the submittal due date. Submittals received after the designated time will not be considered in the selection process and will be retained unopened until after award. The City reserves the right to accept or reject any or all submittals and to waive informalities or irregularities in the selection process.

ANTICIPATED SELECTION SCHEDULE

May 6, 2021 Proposal Due

May 10- May 21, 2021 Begin Contract Negotiations with Highest Ranked Firm

June 8, 2021 City Council Approval of Agreement

June 9, 2021 Issue Notice to Proceed

GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a consultant under a contract to the prime consultant or higher tier consultant or any person associated therewith, as an inducement for the award of an agreement or order.

INSURANCE

Provide a summary of the firm's (and sub-consultant's) insurance coverage. Minimum limits and types of insurance that are required to be maintained throughout the term of the project are identified in this section.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

1. "Worker's Compensation and Employer's Liability." This insurance shall protect the Contractor against all claims under applicable State worker's compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement. The liability limits shall be not less than the following:

Worker's Compensation Statutory Limits

Employer's Liability \$100,000 each accident \$100,000 each employee \$500,000 policy limit

\$500,000 policy limit

2. "Business Automobile Liability." This insurance shall be written in comprehensive form and shall protect the Contractor, Contractor's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage \$500,000 Combined Single Limit

3. "Comprehensive General Liability." The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage \$ 500,000 each occurrence

\$1,000,000 aggregate

4. "Umbrella Liability Insurance." This insurance shall protect the Contractor against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage \$1,000,000 each occurrence

\$1,000,000 general aggregate

5. Additional Requirements. The City may require insurance covering a Contractor or Subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Contractor or Subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Contractor of all obligations under the contract.

The Contractor shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. Certificate of Insurance. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this contract. The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Contractor cannot have the "endeavor to" language stricken, the Contractor may elect to provide a new certificate of insurance every thirty (30) days during the contract. The Contractor shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.

FAIR EMPLOYMENT PRACTICES

The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability and to comply at all times with all applicable state and federal civil rights acts and executive orders of the President of the United States.

LB 403

Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

FISCAL YEARS

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

TERMS AND CONDITIONS

The City will not pay any costs incurred by the firm in preparing or submitting the requested documents. The City reserves the right to modify or cancel, in part or in its entirety, this RFQ. The City reserves the right to reject any or all submittals, to waive defects or informalities, and to offer to contract with any firm in response to any RFQ.

This RFQ does not constitute any form of offer to contract.

TITLE VI

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

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End of Request for Qualifications Information