

CITY OF ANN ARBOR
REQUEST FOR PROPOSAL



Project Management Services Unit
Sump Pump Installation Modifications Project

RFP No. 922

Proposal Due Date: Friday, March 20, 2015
On or Before 10:00 A.M. (Local Time)

Public Services Area/Project Management

Issued By:
City of Ann Arbor
Procurement Unit
City Hall, 301 East Huron Street
Ann Arbor, Michigan 48107-8647

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**SECTION I
GENERAL INFORMATION**

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a firm or firms to provide professional consulting engineering services for: “Sump Pump Installation Modifications Project.”

B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE RFP

All questions regarding this RFP shall be submitted via email. Emailed questions and inquiries will be accepted from any and all prospective respondents in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before 10:00 A.M. (Local Time), Monday, March 16, 2015 and should be addressed as follows:

Scope of Work/Proposal Content questions emailed to Nicholas Hutchinson, P.E. at nhutchinson@a2gov.org

RFP Process and HR Compliance questions to Mark Berryman, Purchasing Manager at mberryman@a2gov.org

Should any prospective Respondent be in doubt as to the true meaning of any portion of this Request for Proposal, or should the Respondent find any ambiguity, inconsistency, or omission therein, the Respondent shall make a written request for an official interpretation or correction. Such requests must be received via email by nhutchinson@a2gov.org on or before Monday, March 16, 2015 by 10:00 A.M. (Local Time).

C. PRE-PROPOSAL MEETING

No pre-proposal meeting will be held for this project.

D. ADDENDUM

All interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the Respondent’s responsibility to ensure they have received all addenda before submitting a Proposal. Any addendum issued by the City shall become part of the RFP and will be incorporated in the Proposal.

To avoid any miscommunications, each Respondent must acknowledge in its proposal, all addenda which it has received, but the failure of a Respondent to receive or acknowledge receipt of any addenda shall not relieve the Respondent of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than official written addenda.

E. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the Respondent. The proposal must be signed in ink by an official authorized to bind the Respondent to its provisions. Each proposal must remain valid for at least ninety (90) days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP. Each total submittal should not be more than 50 sheets (100 sides), not including required attachments and resumes. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

Each person signing the Proposal is required to certify that he/she is the person in the Respondent's firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participated in any action contrary to the terms of this provision.

F. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. The evaluation will be completed by a selection committee comprised of staff from the City of Ann Arbor.

At the initial evaluation, the fee proposals will not be reviewed. After initial evaluation the City will determine top respondents, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected consultant to this project. If the City chooses to interview any respondents, the interviews will be held on the afternoon of **April 2, 2015**. Applicants will be expected to be available on this date.

All Proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the Respondent's response shall be documented and included as part of the final contract.

G. SEALED PROPOSAL SUBMISSION

All Proposals are due and must be delivered to the City Procurement Unit c/o Customer Service on, or before, **Friday, March 20, 2015 by 10:00 a.m.** (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Respondent **must submit in a sealed envelope one (1) original Proposal, four (4) additional Proposal copies, one (1) digital copy of the Proposal, and two (2) copies of the Fee Proposal in a separate sealed envelope marked fee proposal contained within respondent's sealed proposal.** Proposals submitted must be clearly marked: RFP No. 922 - Sump Pump Installation Modifications Project and then list Respondents name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor
Procurement Unit
c/o Customer Service Desk,
First Floor, Guy C. Larcom Building
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

All Proposals received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Hand delivered Proposals will be date/time stamped by the Procurement Unit at the address above in order to be considered. Delivery hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays.

The City will not be liable to any Respondent for any unforeseen circumstances, delivery, or postal delays. Postmarking on the Due Date will not substitute for receipt of the Proposal. Each Respondent is responsible for submission of their Proposal. Additional time will not be granted to a single Respondent; however, additional time may be granted to all Respondents when the City determines that circumstances warrant it.

A Proposal will be disqualified if:

1. If the Fee Proposal is not contained within a separate sealed envelope.
2. If the Fee Proposal is submitted as part of the digital copy. Provide Fee Proposal in hardcopy only.

H. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a Respondent's proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

I. TYPE OF CONTRACT

A sample of the standard Professional Services Agreement (PSA) is included as Appendix A. Those who wish to submit a proposal to the City are required to carefully review the Professional Services Agreement. Respondents should specifically note that the insurance requirements under a City contract are listed in Exhibit C of the sample Professional Services Agreement. **The City will not entertain changes to terms and conditions of the standard Professional Services Agreement.**

The City reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

Because of the undetermined volume of work associated with this project, the City intends to award a one year contract, with the option of up to two one-year extensions at the same terms in order to achieve the satisfactory completion of all the work associated with this project.

J. NONDISCRIMINATION AND LIVING WAGE REQUIREMENTS

The City's standard Professional Services Agreement outlines the requirements for fair employment practices under City of Ann Arbor contracts. To establish compliance with this requirement, the respondent should complete and return with its proposal completed copies of the Human Rights Division Contract Compliance forms.

All respondents proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations by the Administrator and approved by City Council, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein, to pay those employees providing services to the City under this agreement a "living wage" as defined in Chapter 23 of the Ann Arbor City Code; and, if requested by the City, provide documentation to verify compliance. Living Wage forms should be submitted with the proposal.

The following forms are attached:

- Living wage declaration form (Appendix A)
- Copy of the current living wage poster (Appendix A).
- Conflict of Interest Form

If the Living Wage and Conflict of Interest forms are not submitted with the proposal, a respondent will have 24 hours from the City's request to return completed forms.

K. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is found in Appendix D.

L. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the consultant prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a Proposal, Respondent agrees to bear all costs incurred or related to the preparation, submission and selection process for the Proposal.

M. DEBARMENT

Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

N. AWARD PROTEST

All Proposal protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The respondent must clearly state the reasons for the protest. If a respondent contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the respondent to the Purchasing Agent. The Purchasing Agent will provide the respondent with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

O. SCHEDULE

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III. The following is the solicitation schedule for this procurement:

Activity/Event	Anticipated Date
Written Question Deadline	March 16, 2015 by 10:00 am
Proposal Due Date	March 20, 2015 by 10:00 am
Interview Consultants (if needed)	April 2, 2015
Consultant Selection/Negotiate Final Professional Services Agreement (PSA)	April 6, 2015
Expected City Council Authorization of PSA	May 18, 2015
PSA Execution, Award and Notice to Proceed	Late May 2015

The above schedule is for information purposes only and is subject to change at the City’s discretion. Proposals submitted shall further define an appropriate project schedule in accordance with the requirements of the proposed work plan. The final schedule will be negotiated based on the final scope of work and work plan agreed to by the City and the selected firm.

P. IRS FORM W-9

The selected Respondent will be required to provide the City of Ann Arbor an IRS form W-9.

Q. INDEPENDENT FEE DETERMINATION

1. By submission of a proposal, the Respondent certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - a) They have arrived at the fees in the proposal independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other proposal Respondent or with any competitor.
 - b) Unless otherwise required by law, the fees which have been quoted in the proposal have not been knowingly disclosed by the Respondent and will not

knowingly be disclosed by the Respondent prior to award directly or indirectly to any other prospective Respondent or to any competitor.

- c) No attempt has been made or shall be made by the proposal Respondent to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
 - d) Each person signing the proposal certifies that she or he is the person in the proposal Respondent's organization responsible within that organization for the decision as to the fees being offered in the proposal and has not participated (and will not participate) in any action contrary to 1.a), b), or c) above.
2. A proposal will not be considered for award if the sense of the statement required in the Fee Analysis portion of the proposal has been altered so as to delete or modify 1.a), c), or 2 above. If 1.b) has been modified or deleted, the proposal will not be considered for award unless the Respondent furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Issuing Office determines that such disclosure was not made for the purpose of restricting competition.

R. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all Proposals or alternative Proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the City to be in the best interests of the City even though not the lowest bid.
3. The City reserves the right to request additional information from any or all Respondents.
4. The City reserves the right not to consider any Proposal which it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more respondents to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify Proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

SECTION II BACKGROUND AND SCOPE OF WORK

BACKGROUND

The following scope of services is to provide engineering; construction services, oversight, and management; and public engagement/education services for the Sump Pump Installation Modifications Project.

During 2013 and 2014, the City of Ann Arbor (City) undertook the Sanitary Sewer Wet Weather Evaluation (SSWWE) Project, which included three main goals:

- 1) Evaluate the effectiveness of the City's Footing Drain Disconnection (FDD) Program, which had been in place since approximately 2002.
- 2) Assess future risk of basement backups in the City.
- 3) Evaluate alternatives and set direction for addressing future basement backup risks.

The City hired Orchard, Hilz & McCliment (OHM) to perform the work on the SSWWE Project in January of 2013, and the project was completed in December of 2014. A copy of the final report can be found/obtained/etc at: a2gov.org/SSWWE.

As part of the SSWWE Project, a Citizens Advisory Committee (CAC) was formed to work with the consulting team to review the work being performed by OHM and use the results to make policy recommendations regarding how to handle wet weather flow in the sanitary sewer system in the future. One of the requests that came from the CAC early on in the process was to perform a survey of property owners who had already been through a footing drain disconnection in order to gauge their satisfaction with the City's FDD program and to identify problems that homeowners have had with their sump pump installations since the program went into effect.

In response, a survey was conducted by the consulting team. Surveys were mailed to approximately 2,350 homes and over 850 responses were received. While most respondents were satisfied with the program, a significant number (40%) reported a higher level of anxiety after the FDD program, and there were also a substantial number of reports of water problems in basements that reportedly did not exist prior to the footing drain disconnection.

In response to the survey results, OHM performed a follow-up investigation of the most serious reports of water in basements. Approximately 101 residents were contacted, which resulted in 77 interviews and/or site visits. Following these investigations, 10 locations were determined to have issues related to the FDD Program work (42 were determined to be unrelated to the FDD program work, and 25 were unclear).

As a result of this investigation, the City proposed to undertake a program to investigate and correct any FDDs performed by the City's program that were not done according to specifications or in accordance with industry best practices. In addition, the City proposed to create an educational outreach program for all sump pump owners on the basics of operations and maintenance of their sump pumps. This RFP is for providing these services to the City.

SCOPE OF WORK

Following is a description of the tasks and activities included in the program. All work performed by the consultant shall be in accordance with the City's specifications and the Best Practices guidelines identified in the SSWWE Report (a2gov.org/SSWWE). The consulting team assigned to this project must demonstrate extensive experience and skills in communicating with, and assisting the public.

The following scope of work is intended as an outline only. Proposers should provide sufficient details on how they intend to implement each item of work.

A. Conduct Public Outreach

This task includes the planning, execution, and management of a public outreach program to provide an opportunity for properties that participated in the City's FDD program to report problems related to water in basements that did not exist prior to the FDD program. Because the City was not directly involved in the FDDs performed through the Developer Offset Mitigation (DOM) Program, these locations will not be included in the scope of this project.

The consultant will be expected to prepare and send mailings; coordinate other communications with the City's Communications Department; gather, organize, and thoroughly document all responses; and respond to questions from residents.

Residents will have 90 days to respond to report problems that could potentially be addressed through this project. However, the need to engage the public is expected to continue throughout the duration of the project.

B. Investigate Reported Problems & Recommend Corrections

This task includes conducting follow-up on all responses from the public outreach outlined in Item A, as well as the 10 locations identified through the previous efforts, to determine the likely underlying cause(s) of the reported problems. Phone calls, interviews, and/or site visits shall be conducted as necessary to thoroughly and completely evaluate each situation in order to make recommendations to the City. If televising of pipes, discharge lines, or curb drains, or any other form of investigation is required, the Consultant shall provide these services as part of this contract.

All communications with residents, verbally or electronically, as well as the results of all on-site inspections, shall be thoroughly documented and organized in a manner that data can be easily searched and retrieved. All of this documentation shall be stored in a location readily accessible to, and searchable by, City staff.

As follow-up information is gathered and analyzed, the consultant shall make recommendations to the City as to whether or not each location is eligible for corrective work under this program. Once a location has been selected for corrective work, the consultant will design the necessary changes to the footing drain/sump discharge system and prepare any drawings or documents necessary to implement the corrections. All recommended changes shall be prepared in accordance with City Specifications, Plumbing Codes, and the Best Practices guidelines identified in the SSWWE Report.

The Consultant shall also review the existing FDD Specifications (Appendix F), and propose any changes necessary to bring the document into alignment with the Best Practices guidelines identified in the SSWWE Report.

C. Construction Management and Resident Support

This task includes all aspects of construction management for any work to be performed as part of this project. Some of the specific items under this task are included below.

- 1) Select a group of pre-qualified contractors that would be capable of performing the work. The Consultant shall screen multiple contractors and consider ability, references, availability, and cost; and present the resulting list and documentation to the City for inclusion in a pre-approved contractor list. Contractors must be able to provide a one year warranty on their work. Note that homeowners will still be allowed to select a contractor of their own choosing to perform the work if they so desire.
- 2) Identify a Construction Manager (CM) for the project that will serve as the main point of contact for property owners involved in the program. The CM will serve as liaison between the property owners and the contractor throughout the construction process, and will assure that work is completed to the satisfaction of the property owners and the City.
- 3) Work with the property owner to select a contractor, and coordinate the work between the two parties. The construction contract will be between the property owner and the contractor; however the process will be facilitated by the CM.
- 4) The Consultant shall develop a boilerplate contract to provide to homeowners and contractors as a guideline.
- 5) Inspect contractor's work to assure full compliance with specifications and the Best Practices guidelines identified in the SSWWE Report. Thoroughly document all work performed by the contractor. Detailed pre- and post-inspection reports shall be included in the file for each property. If any corrective work is performed in the public right-of-way, the consultant shall prepare as-built drawings in accordance with the City's Standard Specifications.
- 6) Once work is finished, complete a final inspection of the work, review the contractor's invoices, verify homeowner satisfaction with the work, and recommend payment by the City. If work requires completion or restoration in the following season, the CM should recommend either partial payment or holding of retainage. The CM shall track incomplete work to assure timely completion and then recommend final payment by the City.
- 7) In addition to the work described above, the City has approximately 40 sump pump monitors installed in FDD properties throughout the City. The scope of work for this project shall include making contact with the property owners at all of these locations, retrieving the sump pump monitors, and returning them to the City.

D. Develop an Education and Outreach Program

In order to help alleviate the anxiety reported by approximately 40% of the SSWWE Survey respondents, the City proposes to create an education and outreach program intended for all sump pump owners on the basics of operations and maintenance of their sump pumps.

The Consultant shall prepare a program designed to address the concerns identified in the responses to the SSWWE Survey, both in the prescribed questions and the submitted written comments. The program shall include the use of video, printed documents, social media, and/or other methods to be proposed by the consultant. Up to three scheduled workshops may also be included. Final products will become property of the City of Ann Arbor.

SECTION III
MINIMUM INFORMATION REQUIRED

Respondents should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Proposed Work Plan
- D. Fee Proposal (include in a separate sealed envelope clearly marked “Fee Proposal”)
- E. Authorized Negotiator

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

A. Professional Qualifications – 30 points

1. State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
2. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details which make the firm qualified for this work.
3. Include the name of the professional personnel by skill and qualification that will be employed in the work, and specify the person that will act as the project manager and point of contact for the City. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the different types of work that may be assigned. Resumes and qualifications are required for all proposed project personnel, including all subconsultants. Qualifications and capabilities of any subconsultants must also be included.

B. Past involvement with Similar Projects – 20 points

The written proposal must include a list of specific experience and indicate proven ability in implementing similar projects for the firm and the individuals to be involved in the project. The proposal should also indicate the ability to have projects completed within the budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual design completion date and final cost of the design is required with this section. A complete list of client references must be provided for similar projects recently completed. It shall include the firm/agency name, address, telephone number, project title, and contact person.

C. Proposed Work Plan – 40 points

Provide a detailed and comprehensive description of how the Consultant intends to provide the services requested in this RFP. This discussion shall include, but not be limited to: how the project(s) will be managed and scheduled, how and when data will be delivered to the City, communication and coordination, the working relationship between the consultant and City staff, and the company's general philosophy in regards to providing the requested services.

Consultants shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

D. Fee Proposal - 10 points

Fee schedules shall be submitted in a separate, sealed, envelope as part of the proposal. Fee quotations are to include the names, title, hourly rates, overhead factors, and any other relevant details. Consultants shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

A sample of the required Professional Services Agreement is included Appendix E.

E. Authorized Negotiator

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the Professional Services Agreement with the City.

F. Proposal Evaluation

A selection committee composed of City staff will evaluate each proposal by the above described criteria and point system (A through C, based on 85 points) to select a short list of firms for further consideration. The City reserves the right to not consider any proposal which it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for further consideration. The City may contact references to verify material submitted by the Respondents.

Interviews with the selected firms will be scheduled if deemed necessary by the City. At the interviews, the selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan, and fee proposal. The interview must include the project team members expected to complete a majority of work on the project. The interview shall consist of a presentation of up to thirty (30) minutes by the Respondent, including the person who will be the project manager on this Contract, followed by up to forty-five (45) minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded on tape by the Evaluation Team.

The firms interviewed will then be re-evaluated by the above criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to not consider any proposal which is determined to be unresponsive and deficient in any of the information requested for evaluation. The City also reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this Request for Proposal, a portion of the scope, or a revised scope.