

RFP # 05-24
REQUEST FOR PROPOSALS
CITY OF PORTSMOUTH, NH
DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
ESSEX AND HAMPSHIRE AREA DRAINAGE REPAIRS

Sealed Requests for Proposals, plainly marked “RFP #05-24 Engineering Services – Hampshire and Essex Area” on the outside of the mailing envelope, addressed to the Finance/Purchasing Department 3rd Floor, City Hall, 1 Junkins Avenue, Portsmouth, NH 03801 will be accepted until **2:00 p.m. on October 18th, 2023.**

SCOPE OF WORK: The City of Portsmouth’s Department of Public Works is requesting proposals from qualified firms for the following project:

Engineering and design services for drainage replacement in the Essex Ave. and Hampshire Road area in the City of Portsmouth. The drainage in question is an existing culvert system that drains stormwater runoff in the area of the City surrounded by Middle Road, Islington and the Route 1 Bypass. There is also local closed drainage from the roadways directly tied to the pipe. The pipes are in a state of failure and need to be replaced.

There will be a **mandatory pre-proposal meeting on October 4, 2023 at 10:00 a.m.** at Department of Public Works, 680 Peverly Hill Road, Portsmouth, NH in the Training/Conference Room. All proposers will have an opportunity to ask questions at this meeting. No proposals will be accepted from firms that do not attend the mandatory pre-proposal meeting.

Request for Proposal forms may be obtained by visiting the Finance/Purchasing Department section of the City of Portsmouth website at www.cityofportsmouth.com/finance/purchasing.htm. Written questions addressed to purchasing@cityofportsmouth.com are due by **October 10, 2023 @ 4:30 p.m.** Addenda to this proposal, if any, including written answers to questions, will be posted on the City of Portsmouth website by **October 12, 2023 @ 4:00 p.m.** under the project heading.

The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, to accept any proposal and to negotiate such terms and conditions of any proposal that may be in the best interest of the City.

Requests for additional information should be emailed to purchasing@cityofportsmouth.com.

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CITY OF PORTSMOUTH, NH
DEPARTMENT OF PUBLIC WORKS

ENGINEERING SERVICES

FUNDING

This project is funded with ARPA funds (See Appendix 1).

MANDATORY PRE-PROPOSAL MEETING

There will be a **mandatory pre-proposal meeting on October 4, 2023 at 10:00 a.m.** at Department of Public Works, 680 Peverly Hill Road, Portsmouth, NH in the Training/Conference Room. All proposers will have an opportunity to ask questions at this meeting. No proposals will be accepted from firms who do not attend the mandatory pre-proposal meeting.

SCOPE

Engineering and design services for drainage culvert system replacement in the Essex, Sheffield and Hampshire Roads Area. The drainage in question is an existing CMP culvert system (shown in exhibit 1 attached) that drains the area of the City surrounded by Middle Road, Islington and the Route 1 Bypass. There is also local closed drainage from these roadways directly tied to the pipe that may be impacted by the proposed changes. The pipe(s) are in a state of failure and need to be replaced.

DELIVERABLE TASKS

Task 1 Wetland Flagging and Survey

The consultant will utilize the City's GIS and tax maps in addition to providing boundary and topographical survey of the critical areas. The consultant will need to provide wetland mapping (certified wetlands scientist) of all areas in which permitting will be required. After wetland mapping is complete, field locate all wetland flags and topography as needed. The Engineer shall conduct geotechnical investigations as needed during this phase as well.

Task 2 Develop Recommended Plan and Preliminary Estimate

The consultant shall, after studying the area, develop a recommended plan for repairing the system. The consultant shall prepare a report with options and recommendations for the DPW staff to review and approve.

Task 3 Preliminary Design

Once the recommended plan has been approved by the City, the consultant shall prepare 50% design plans for review and comment including profiles and cross sections as needed.

Task 4 Easement Plans and Permitting

Once the preliminary plans are approved by the City, the Consultant will prepare easement and permitting plans as necessary to successfully design, permit, and construct the new culvert and closed drainage system. A boundary survey with recordable easement plans will be required as determined by the City.

Task 5 Design Plans, Specifications for Final Estimate

Based on input received from City staff, permit regulators and project abutters, develop final design plans, specifications and revised final cost estimates for the culverts and closed drainage system repairs. Consultant must receive written City approval on the preliminary design plans from the Director of Public Works prior to proceeding to final design. The Consultant shall present final plans, specifications and opinion of cost for final review by City staff and approval and make any needed revisions following that review.

The construction contract shall be unit cost based. Specifications shall be written utilizing NHDOT standard specifications where Special Provisions and Supplemental Specifications specific to this project shall be included if necessary. The Consultant will work with City staff to include standard City specifications and details.

The consultant shall submit construction plans, specifications and estimates at a level of detail which can be used for solicitation of construction bids. A Professional Engineer licensed in the State of New Hampshire shall stamp all plans. The consultant shall provide the City with digital files for bidding.

Files shall be geo-referenced to NH State Plane Coordinates and shall be expressed in feet.

Task 6 Proposal Analysis and Recommendations

Review any and all proposals received and make a recommendation to the city for award.

Task 7 Construction Inspection

The consultant shall provide unit hourly rates for inspection services with an estimated full cost of such services. This shall be included in the proposal as an Add/Alt to be executed at the City's discretion.

Task 8 CAD Files and as-builts

The Consultant shall provide CAD files to the successful proposal (contractor) for the purposes of construction. Once Construction is complete the consultant shall provide as built drawings to the City in CAD format utilizing NH State Plane Coordinate System. All files will become property of the City of Portsmouth.

PROJECT SCHEDULE

The selected consultant shall be expected to begin work within two weeks of contract signing. Certain reasonable allowances for project completion will be allowable in relation to permitting, layout and similar tasks, however, the City will expect biddable plans no later than Spring 2024.

Contract signing is anticipated to take place within three (3) weeks following selection of successful firm.

CITY ROLE

Public Works staff will be responsible for administering the project and overseeing the consultant's work on this project. Representatives of the City's Public Works, Legal and Planning Departments will review plans and other documents prepared by the consultant.

The following information is available for the Consultant's review at the Public Works Department, 680 Peverly Hill Road, Portsmouth, NH from 8:00 a.m. to 4:00 p.m. Monday through Friday:

- digitized GIS vector data in ACAD/ESRI format.
- City of Portsmouth Orthophotos.

SUBMITTAL REQUIREMENTS

Proposals shall include the following and shall be organized using each of the below required elements as section headings:

- A. Firm Description- provide a brief description of the firm including firm size and area of specialization, location of corporate headquarters, and potential satellite office proposed to handle this project.
- B. Project Team- Provide names and resumes of key professionals who would be assigned to the project. Each team member's education and experience shall be listed. The project manager shall be clearly identified and a description of his/her relevant previous projects listed. A list of past relevant projects, which proposed project staff have played a central role in developing, shall be also provided. The individual(s) responsible for leading neighborhood meetings shall be clearly identified.
- C. Statement of project understanding- The consultant shall state in succinct terms their understanding of what is required by this Request for Proposal.
- D. Scope of Services- Describe in narrative form the consultant's approach and technical plan for accomplishing the work listed herein. The Consultant is encouraged to elaborate and improve on the tasks listed in the RFP; however, the consultant shall not delete any requested scope tasks unless explicitly noted. The Consultant shall submit a schedule for completing the scope of work for design.
- E. **In a separate envelope labeled "Price Proposal RFP #05-24" budget itemized by task and a total project cost stated as a firm fixed fee.** Hourly rates for project staff shall also be provided. The three highest ranked proposers shall have the price proposal opened.
- F. Three (3) references, including current contact name and phone number for similar projects.

Three (3) copies of the proposal must be submitted. Proposers are encouraged to avoid the use of synthetic report covers and partitions.

EVALUATION CRITERIA

Proposals will be evaluated initially according to the following:

1. Responsiveness to submission requirements. 15 points

2. Qualifications of firm and project team members. Particular attention will be given to the experience and demonstrated ability of the project manager to lead effective public meetings and proactively complete all project tasks. 30 points
3. Previous related work. 30 points
4. Understanding of required project work and schedule. 25 points

The City, at its discretion, may select a firm outright or select a finalist(s) for in-person and/or telephone interviews. Upon identification of the three most qualified/highest ranking firms, the price proposals for those firms only will be opened. The Price Proposal may result in re-ranking.

The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, to accept any proposal, and to negotiate such terms and conditions of the final contract as it may be in the best interest of the City.

The City reserves the right to negotiate directly with the firm(s) selected for additional project work including construction administration services, and/or additional project engineering and design services at the hourly rates shown in the proposal submitted in response to this RFP.

The City reserves the right to undertake such investigation as it deems necessary to evaluate the qualifications of the Consultant and to evaluate its submittal. Firms may be asked to submit releases as part of the investigation and review of qualifications. Failure to provide a release if requested will result in disqualification. All concepts, designs, information and cost-savings ideas that may be generated during the selection process shall become the property of the City of Portsmouth.

CONTRACT DOCUMENT

Upon selection, the highest ranking firm will be invited to enter into contract negotiations with the City. When the contract is executed by both parties, the Consultant will be instructed to commence providing the work outlined in the contract. All information, data, documents, photos, computer records, and other materials of any kind acquired or developed by the consultant pursuant to this project shall be the property of the City of Portsmouth. If the City is unable to reach agreement with the highest ranking firm, the City may enter into negotiations with the next highest ranking firm.

ADDITIONAL INFORMATION

Requests for additional information should be emailed to purchasing@cityofportsmouth.com.

APPENDIX 1

CONTRACT AND GRANT TERMS AND CONDITIONS

This purchase will be funded in whole or in part by the following grant funds provided by the New Hampshire Department of Environmental Services:

- America Rescue Plan Act (ARPA)

Vendor must be prepared to comply in all respects with the following contract provisions.

INDEMNIFICATION OF OWNER

Contractor shall defend, indemnify and hold harmless Portsmouth, and its agents, officials and employees from and against any and all claims, actions, damages and losses incurred by Portsmouth arising out of or relating to Contractor's negligence or breach of its obligations or warranties set forth in this Agreement, except to the extent such claims, actions, damages or losses are caused by the negligent acts or omissions of Portsmouth.

NONDISCRIMINATION

Any entity that enters a contact for goods or services with the City of Portsmouth or any of its boards, agencies and departments and any recipient of city funds shall:

Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting, or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

ARPA Contracts Only

DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322)

As appropriate and to the extent consistent with law, to the greatest extent practicable, there is a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

RESTRICTIONS ON LOBBYING

The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *nonfederal* funds have been used to influence (or attempt to influence) a federal employee.

DRUG-FREE WORKPLACE

The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that they will not engage in the unlawful manufacture, distribution,

dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

PROTECTION FOR WHISTLEBLOWERS

The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 “an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.”

CITY OF PORTSMOUTH CORONAVIRUS GRANT RECIPIENT TERMS AND CONDITIONS

Coronavirus Local Fiscal Recovery Fund Grant monies (SFLRF/ARPA) are being used for this project/work. Therefore, selected contractor/vendor/firm will be required to comply with the requirements associated with the monies in the performance of the project or work, see section 603(c) of the Social Security Act (the Act) and associated regulations, guidance and executive orders. Those requirements are as follows:

- (i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200;
- (ii) Universal Identifier and System for Award Management, 2 C.F.R. Part 25;
- (iii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170;
- (iv) OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180;
- (v) Recipient Integrity and Performance Matters 2 C.F.R. Part 200 and Appendix XII;
- (vi) Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 21;
- (vii) New Restrictions on Lobbying, 31 C.F.R. Part 21;
- (viii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970; and
- (ix) Generally applicable federal environmental laws and regulations.

The City further encourages contractor/vendor/firm to adopt and enforce on-the-job seatbelt policies and programs for when operating company-owned, rented, or personally owned vehicles, and to adopt and enforce policies that ban text messaging while driving pursuant to Executive Orders 13043 and 13513 respectively.

Contractor/vendor/firm must assure compliance with statutes and regulations prohibiting discrimination including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), and Protections for Whistleblowers in accordance with 41 U.S.C. § 4712. More specifically, contractor/vendor/firm and its subcontractors and other agents shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract/ agreement.

SFLRF/ARPA funds do not themselves require compliance with the Davis Bacon Act. However, when the project or work includes funding from sources that do require compliance with the David Bacon Act, the David Bacon Act requirements will apply along with Executive Orders 11625 and 12432 (Concerning Minority Business Enterprise) and 12438 (Concerning Women's Business Enterprise) when applicable.

CONTRACTOR/VENDOR/FIRM

Duly Authorized Signature

Date

Printed Name and Title

