Walla Walla Basin Watershed Council

Professional Engineering Services – Miller Road Aquifer Recharge Site Design

Request for Proposal

Date: October 29, 2019

Request for Proposal Deadline: 3 pm (local time) on November 22, 2019

The Walla Walla Basin Watershed Council is in need of an agreement for Professional Engineering Services – Miller Road Aquifer Recharge Site Design to design a shallow (alluvial) aquifer recharge project.

The agreement will be awarded in November 2019 and will be active until May 30, 2020. The design needs to be completed by December 31, 2019.

This Request for Proposal provides prospective respondents with information to prepare and submit proposals for Miller Road Aquifer Recharge Site Design.
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SECTION 1: INTRODUCTION AND BACKGROUND

1.1 REQUEST FOR PROPOSALS
This Request for Proposal (RFP) contains instructions for proposals to be submitted and the required content to be eligible for consideration.

Any requests for clarification or additional information regarding submission of this RFP shall be submitted in writing via email (rfp@wwbwc.org). Written requests for interpretation, clarification, and/or additional information must be received no later than 3 pm local time on November 4, 2019.

1.2 SUBMISSION OF PROPOSAL
Respondents are requested to submit:

- One (1) copy of their technical proposal (electronic is preferred)
- One (1) copy of their price proposal, utilizing Attachment A as the template

Proposals must be received no later than 3 pm local time, November 22, 2019, via email (rfp@wwbwc.org) or delivered to 810 S. Main Street, Milton-Freewater, OR 97862. Proposals submitted via email are preferred.

Responses must be in the format described below. Proposals shall be addressed as follows:

Walla Walla Basin Watershed Council
Attention: Marie Cobb, Senior Environmental Scientist
810 S. Main Street
Milton-Freewater, OR 97862

1.3 SUBMITTAL INSTRUCTIONS
1. Proposals may be emailed, mailed or hand-delivered. If the proposal is sent by email, please call the WWBWC to ensure the email was received (541-938-2170). If the proposal is sent by mail, please allow extra time for delivery before the deadline.

2. The proposal must contain the signature of a duly authorized officer or agent of the Respondent’s company empowered with the right to contractually bind the Respondent.

3. Proposals become the property of the WWBWC upon receipt of same by the WWBWC. The content of proposals will be kept confidential until an award is made.

4. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are modified shall be resubmitted according to the above instructions prior to the submission deadline.
1.4 **BACKGROUND AND DESIGN OVERVIEW**

The WWBWC Aquifer Recharge program was established in 2004. The program’s goal is to restore groundwater levels in the shallow alluvial aquifer to improve groundwater returns to the rivers, streams and creeks, restore and improve spring performance and to reduce seepage loss from rivers, streams, creeks and irrigation canals/ditches. The program started with a pilot project – the Johnson site -- on the Oregon side of the basin. Since then the program has expanded to its current configuration of 14 aquifer recharge sites. During the most recent recharge season, these sites and their associated water supply ditches recharged 8,338 acre-feet to the shallow alluvial aquifer. For more information please visit the WWBWC website where annual reports and the Walla Walla Basin Aquifer Recharge Strategic Plan are available for download.

This RFP covers one infiltration gallery to be located near Miller Road. The scope of work includes design of the recharge site and providing technical support to WWBWC, contractors, and the landowners as questions arise during the construction and initial operation of the project.

Below is a summary of the project.

The Miller Road site will consist of one infiltration gallery along the edge of an orchard (see photo, next page). The Miller Road site is located east of Milton-Freewater, immediately adjacent to and north of Miller Road. Water will be delivered to the site from the Walla Walla River Irrigation District’s Eastside irrigation water delivery pipeline. The new supply pipeline for the infiltration gallery will connect to above-ground piping near the east end of the orchard. Exact placement of the infiltration gallery will be determined by consulting with the landowner, orchard operator, and the Walla Walla River Irrigation District Manager during an on-site visit after the contract is awarded. The figure below shows an aerial photo of the site with the approximate proposed project area. Key needed components of the Miller Road design include the following:

- Valved connection to existing above-ground pipeline
- Delivery pipeline
- Flow meter to measure inflow into the infiltration gallery
- Infiltration gallery
- Avoid damage to existing buried irrigation delivery lines, orchard trees, monitoring well, and Miller Road
- Recharge capacity of 1 to 2 cfs
- After filling the excavated area, ensure the filled area is level (in the north-south direction)
Designs for the site can be delivered electronically. Designs should be delivered in .pdf format as well as CAD or Shapefile. The design will also need to include point location and elevation data sufficient for the contractor to construct the project. The WWBWC prefers this data to be in GPS format, including latitude, longitude and elevation.

SECTION 2: ADMINISTRATIVE REQUIREMENTS

2.1 OBJECTIVE OF REQUEST FOR PROPOSAL
The objective of this RFP is to provide sufficient information to enable qualified Respondents to submit written proposals for Miller Road Aquifer Recharge Site Design. The RFP is not a contractual offer or commitment to purchase products or services.

Information must be legible. Corrections and erasures must be initialized. Each proposal shall be accompanied by a letter signed by an authorized representative of the Respondent. The contents of the proposal submitted by the successful Respondent of the RFP may become part of any contract awarded as a result of this solicitation.

2.2 ADDENDA TO THE REQUEST FOR PROPOSAL
If it becomes necessary to revise any part of the RFP, an addendum will be placed online on the WWBWC website (www.wwbwc.org) by 3 pm November 5, 2019. Respondents are responsible to check online prior to submission of their proposal.
2.3 **ANSWERS TO WRITTEN QUESTIONS**
Answers to written questions about the proposals will be provided by **3 pm November 5, 2019**.

2.4 **SCOPE OF TERMS AND CONDITIONS**
The general terms and conditions listed in the **AGREEMENT FOR PROFESSIONAL SERVICES (Attachment B)** shall govern any Agreements ensuing from this RFP.

The WWBWC prefers to use the terms and conditions in our Agreement, but will consider requested changes.

2.5 **AWARD OF CONTRACT**
Agreements may be negotiated with Respondents whose proposal is determined to be most responsive to the WWBWC’s needs and most advantageous to the WWBWC as solely determined by the WWBWC.

Award of an Agreement may be made without discussion after proposals are received. Proposals should, therefore, be submitted initially on the most favorable terms of qualifications and technical experience. The WWBWC reserves the right to reject any or all proposals.

2.6 **AGREEMENT**
The WWBWC does not guarantee that it will request any or all services covered by the Agreement. Issuance of an Agreement will not give rise to a claim by Respondent for entering into such Agreement including, but not limited to, claims for anticipated profits or compensation for overhead or other related costs.

Award of an Agreement does not establish an exclusive agreement with the Respondent. The WWBWC reserves the right to obtain services from other sources.

The WWBWC will request services or assistance and Respondent shall review its resources to verify their availability to satisfy the WWBWC’s request. Respondent will provide a written response describing the approach to be taken for performing requested services, estimated cost, key team members and the schedule for completion. Services under the Agreement will be conferred by a Task Order and executed by both parties.

2.7 **RESPONDENT RESPONSIBLE FOR PROPOSAL COSTS**
The WWBWC is not liable for any cost incurred by any Respondent associated with the preparation of a proposal or the negotiation of an Agreement for services prior to the issuance of an Agreement. Respondent is responsible for costs associated with responding to the RFP including costs related to site visit(s) and estimate preparation(s) for work authorized under the Agreement.
2.8 **ECONOMY OF PROPOSALS**  
Respondent must submit a complete and concise response to the RFP, which will be retained by the WWBWC. Proposals should be prepared simply and economically, while providing complete details of the Respondent’s abilities to meet the requirements of the RFP.

2.9 **PROPOSAL BINDING**  
Respondents are advised that proposals shall be binding upon the Respondent for sixty (60) days from the proposal due date. A Respondent may withdraw or modify their proposal any time prior to the proposal due date by a written signed request.

2.10 **NOTIFICATION**  
Each Respondent submitting a proposal will be notified in writing as to acceptance or rejection of their proposal. The WWBWC plans to release such letters within fifteen (15) days of the proposal submittal deadline. The WWBWC may delay this action if it is deemed in the best interest of the WWBWC.

2.11 **RIGHT TO REJECT PROPOSALS AND NEGOTIATION**  
The WWBWC reserves the right to reject any and all proposals and to waive any formality in proposals received, to accept or reject any or all terms in the proposal, if it is deemed in the WWBWC’s best interest.

The WWBWC reserves the right to negotiate any and all elements of the proposal, if such action is deemed to be in the best interest of the WWBWC.

**SECTION 3: PROPOSAL CONTENT AND SELECTION PROCESS**

3.1 **GENERAL SUBMITTAL REQUIREMENTS**  
The following submittal requirements must be satisfied for each section of this RFP. The information will be used as the basis for selection.

Proposals made in a superfluous manner where technical sections submitted do not demonstrate discernible strength or potential value to the WWBWC may be disregarded altogether.

3.2 **PROPOSAL FORMAT**  
The proposal format shall be as follows:

- **All Sections** – The page limit includes tables, figures, photographs and other graphical representations, all of which must be included within the same contiguous section. Page limits refer to limits of text (i.e. double-sided prints will be counted as two pages).
Font Size – The font size for text pages shall be no smaller than 10 point. The overall proposal presentation must be legible. Illegible proposals will not be considered.

Proposal Presentation – A table of contents or similar must be utilized to clearly indicate subsequent sections of the proposal.

Cover Letter – One (1) page maximum. Page must be 8.5” x 11”.

Table of Contents – Provide an indication of the subsequent sections.

Company Background – One (1) page maximum. Page must be 8.5” x 11”. At a minimum provide information relative to your company including a short description of the company and whether staff are licensed in Oregon, Washington or both.

Technical Discipline Section – Two (2) page maximum. Page must be 8.5” x 11”. Please describe your company’s expertise by providing examples of previous projects and their deliverables. See 3.3 for further details.

Staff Biographies – Two (2) page maximum. Page must be 8.5” x 11”. Brief personnel sketches or summaries for key team members.

Bid for Design Work – Provide a bid for the design work including estimated start and completion dates. The bid value should be determined by the hourly rate and number of hours. See 3.4 for further details.

Terms and Conditions – There is no page limit but pages must be 8.5” x 11”. Respondents shall identify questions or suggested changes to the Terms and Conditions of the AGREEMENT FOR PROFESSIONAL SERVICES (Attachment B) should they be chosen by the WWBWC.

3.3 TECHNICAL DISCIPLINE SECTION DETAIL
The technical discipline section shall include the following information:

Project Experience – Relevant project experience in the technical discipline area. For previous projects please provide a brief description of the project. You may include photographs, graphs, or other graphics.

Staff Location – Location(s) of the office(s) where project services will be performed, including the main project office location where the project team (potential project manager) will be based.

3.4 PRICE PROPOSAL
Provide Respondent company’s billing structure, including labor rate structures by staff categories and other non-labor rates utilizing PRICE PROPOSAL FORM (Attachment A) template or similar format. The rate table must provide information on all proposed mark-ups and fees, and will be incorporated into a selected company’s AGREEMENT FOR PROFESSIONAL SERVICES (Attachment B).
3.5 **Selection Process**
Professional companies will be evaluated on the Respondents’ relative experience, project staff and the price proposal.

3.6 **Request for Proposal Schedule**
The RFP Schedule is tentatively set as follows:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
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<tbody>
<tr>
<td>Publish Request for Proposals</td>
<td>October 29, 2019</td>
</tr>
<tr>
<td>Optional site visit, if requested</td>
<td>2 pm November 1, 2019</td>
</tr>
<tr>
<td>Written Questions Due</td>
<td>3 pm November 4, 2019</td>
</tr>
<tr>
<td>Addendum to RFP (if needed)</td>
<td>3 pm November 5, 2019</td>
</tr>
<tr>
<td>Responses to Questions</td>
<td>3 pm November 5, 2019</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>3 pm on November 22, 2019</td>
</tr>
<tr>
<td>Notification of Bid Award</td>
<td>Within 5 Days of Proposal Due Date</td>
</tr>
</tbody>
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ATTACHMENT A – PRICE PROPOSAL FORM

Company Name: ________________________________________________________________

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Hour Rate</th>
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*All position titles to be used on Task Order Assignments must be shown

**All costs must be included in the hourly rates. No additional project costs will be allowed. Administrative expenses, including, but not limited to, the following should be incorporated into labor rates and shall not be billed as a separate charge:

- Telephone charges
- Postage and delivery
- Technology costs (computer usage, office equipment, etc.)
- Accounting
- Marketing

If your company is proposing reimbursement for travel costs, describe your travel policy (i.e. limits on meals, mileage rate and personnel hourly rate during travel time).

Please list applicable equipment charges and fees in the table below.

<table>
<thead>
<tr>
<th>Applicable Fees/Equipment</th>
<th>Cost</th>
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Payment Terms – Net 30

TOTAL BID AMOUNT: ______________________
Attachment B – Agreement for Professional Services

Date: [DATE] Project Name: Miller Road Aquifer Recharge Site Design

Walla Walla Basin Watershed Council, of 810 South Main Street, Milton-Freewater, OR (CLIENT) and ___[CONSULTING FIRM/COMPANY NAME]___ of ___[ADDRESS]___ (CONSULTANT) hereby agrees as follows:

**CONSULTING SERVICES:** The CLIENT agrees to secure the services of the CONSULTANT and the CONSULTANT agrees to assist CLIENT with engineering and design work for its Oregon Aquifer Recharge Program.

**PROJECT NAME:** Miller Road Aquifer Recharge Site Design

**SCOPE OF CONSULTANT SERVICES:** The CONSULTANT shall provide engineering and design services to assist the CLIENT with the design of one new aquifer recharge project within the Oregon portion of its Aquifer Recharge Program. Design services may include, but not limited to, developing stamped drawings for the aquifer recharge site, providing materials list, providing a cost estimate for each project and other activities. Engineering services include meeting with the landowner to discuss the project before designing the structures and answering questions from the landowner, contractor, or WWBWC about the design during site construction and the initial phase of site operation.

**CLIENT REQUIREMENTS:** The CLIENT shall provide all information available on the project and direction in the work to be performed.

**PERFORMANCE SCHEDULE:** The schedule shall be mutually agreeable to both parties and described in each Task Order. CONSULTANT will make every effort to respond to request for assistance in a timely manner.

**CONSULTANT COMPENSATION:** The consulting fee associated with project work will be based on a time and expense basis. The hourly labor rate fee for consulting shall be ___SEE ATTACHED PRICE SHEET___. Time and expenses for this project will not exceed ___BUDGET AMOUNT___ without a written amendment signed by both parties.

**OTHER:** The CONSULTANT will not perform any work without authorization from the CLIENT.
General Conditions:

1. Labor fees shall be as noted under ‘CONSULTANT COMPENSATION SHALL BE.’ or on an attached Rate Schedule. Expenses shall be reimbursed at cost and vehicle mileage expenses will be reimbursed at the federal mileage rate. Other out of pocket expenses such as permit, application, advertising, filing fees, sales tax and other services will be charged at cost.

2. Invoices will be issued monthly and payment terms are Net 30.

3. The CONSULTANT may provide estimates (opinions) of probable construction cost in performing services under this agreement. Any estimates or opinions of probable construction cost are prepared on the basis of the CONSULTANT’S experience and qualifications and represent CONSULTANT’S judgment as a professional generally familiar with the industry. The CLIENT acknowledges the CONSULTANT has no control over the contractor's methods of determining prices, or the cost of labor, materials, or services furnished by others. CONSULTANT cannot and does not guarantee that proposals, bids or actual construction costs will not vary from CONSULTANT’S estimates or opinion of probable cost.

4. The CONSULTANT agrees during the term of this agreement to keep in full force statutory workers’ compensation insurance including employer’s liability insurance of its employees, comprehensive general liability insurance covering bodily injuries in the amount of $1,000,000 and property in the amount of $1,000,000 per occurrence, with a non-cumulative annual aggregate of $1,000,000 for bodily injury and $1,000,000 for property
damage. The CONSULTANT agrees to maintain a minimum of $50,000 of professional liability insurance during the term of this agreement.

5. The CLIENT or CONSULTANT may terminate this agreement upon seven (7) days written notice. CONSULTANT shall submit an invoice for services performed up to the effective date of termination and the CLIENT shall pay CONSULTANT all outstanding invoices within thirty (30) days.