



LYNNWOOD WASHINGTON

Request for Proposal to Provide Engineering Services

Incinerator Operations Troubleshoot and Repair Project



Prepared by: City of Lynnwood Public Works Department

19100 44th Ave W

Lynnwood, WA 98036

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Proposals due: **June 10, 2019**

Table of Contents

1	PROJECT INFORMATION	3
1.1.	Project Summary Information	3
1.1	Background	4
1.3.	Documents Available for Review	4
1.4.	Funding and Programming.....	4
2	SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT	4
2.1	Project Goals	4
2.2	Project Objectives	5
2.3	Products and Services	5
2.4	Work Performed by Others.....	6
3	SUBMITTAL REQUIREMENTS.....	6
3.1	Content and Format Requirements	6
3.2	Deadline for Delivery of Submittals	7
4	SELECTION AND CONTRACT DEVELOPMENT	8
4.1	Selection Process	8
4.2	Selection Criteria.....	8
4.3	Review and Rating of Statements:.....	8
4.4	Contract Development:.....	9
5	GENERAL CONDITIONS.....	10
5.1	Requests for Supplemental Information.....	10
5.2	Interpretation of RFP	10
5.3	Right to Reject Submittals.....	10
5.4	Compliance with RFP Terms, Attachments and Addenda	10
5.5	Acceptance of Contract, Attachments and Addenda	11
5.6	Cancellation of RFP	11
5.7	Reimbursement of Costs.....	12
5.8	Notification of Withdrawal of Submittal.....	12
5.9	Public Records and Trade Secrets.....	12
5.10	Supplemental Work	12
5.11	Evidence of Insurability/Business License.....	12
5.12	Contract Audit and Review Process Requirements	12
5.13	Financial Management and Accounting System Requirements	12

5.14 Conflict of Interest 13

6 ATTACHMENTS..... 14

6.1 Conflict of Interest 13

1 PROJECT INFORMATION

1.1. Project Summary Information

The City of Lynnwood Public Works Department (City) has prepared this Request for Proposal (RFP) to retain an experienced and qualified engineering consulting firm for specified engineering services (Services) to assist with studying the current incinerator operation, troubleshooting, contract administration, identifying and resolving problems associated with the incinerator operation at Lynnwood Wastewater Treatment Plant.

The work to be performed consists of preparing preliminary engineering and PS&E. Consultant services may also include but not limited to

- Alternative evaluation
- Development of a preferred alternative
- Bid process support
- Engineering support during construction and other related tasks

Project Location

Lynnwood Wastewater Treatment Plant at 17000 76th Ave W, Edmonds, WA 98026

Summary Scope:

Provide engineering services to City of Lynnwood for studying the current incinerator operation, root cause analysis, recommending engineering solutions, assisting in construction contract administration and Q/A of incinerator performance.

Summary Budget Information:

- Available Funding in 2019-2020 Biennium

Type of contract:

- City of Lynnwood – Standard Consultant Contract. [Standard Consultant Contract - Revised Mar 2018.doc](#)

Project Manager:

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19100 44th Ave W
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1.1 Background

The City of Lynnwood Wastewater Treatment Plant (WWTP) is equipped with a fluidized bed reactor for sludge incineration. The incinerator and all ancillary equipment were installed in 1990. The WWTP is a waste-activated-sludge plant and is rated at 7.4 mgd. The hot flue gases (including ash) from the incinerator pass through a primary and a secondary heat exchanger to recover heat. The primary heat exchanger heats fluidizing air for the incinerator and the secondary heat exchanger heats the stack reheat air. The primary and secondary heat exchangers were replaced in 2013. Heat recovery increases the efficiency of the incinerator system and reduces the auxiliary fuel requirement. The incinerator had new controls and a new venturi-pack scrubber installed in 2018. It is fed by an FKC screw-press providing approximately 26% solids cake. The horizontal exhaust duct leading to the heat exchangers have recently been plugged with ash and a mix of other byproducts of the incineration process which leads to process shut down. Staff believes possible causes of the plugging include high amounts of salts in the influent; incorrect operating temperatures; malfunctioning quench sprays; and, uneven feed of sludge coming from the screw-press. The primary goal of the project is to identify the main cause of the plugging and resolve the stoppage in a manner that the incineration process won't stop frequently.

1.3. Documents Available for Review

No documents for this project are available for review at City of Lynnwood Website.

1.4. Schedule and Programming

Project Milestone	Proposed Schedule (1)
Consultant Selection	July 1, 2019
Completion of data collection and analysis	August 31, 2019
Submission of technical memorandums	September 15, 2019
Completion of Procurement and Construction Documents	November 30, 2019
Completion of Construction	March 1, 2020

(1) Funding has not been programmed for Construction phases, therefore schedule dates for these phases reflect a best-case scenario.

2 SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT

2.1 Project Goals

Project goals include the following:

- Responsive project management
- On-time task delivery
- Thorough quality control and assurance
- Avoid or minimize environmental impacts
- Creative technical solutions

- Cost-effectiveness
- Consensus with regulatory agencies
- Readiness for construction

2.2 Project Objectives

Objectives for the Project include:

1. Comply with applicable standards and guidance from Clean Air Act, EPA Standards for Waste Management, EPA Biosolids Laws and Regulations and Federal Plan Requirements for Sewage Sludge Incineration Units Constructed on or Before October 14,2010.
2. Comply with National Environmental Policy Act (NEPA) and State Environmental Policy Act (SEPA).
3. Comply with City of Lynnwood NPDES (Waste Discharge Permit) requirements.
4. Consult with appropriate regulatory agencies and any other agency with jurisdiction and obtain permits and approval as applicable.
5. Target Contract Start Date: July 15, 2019.
6. Target Completion Date:
March 1, 2020

2.3 Products and Services

The scope of services solicited in this RFP encompasses work necessary to resolve the problems associated with the current incineration operation. The specific scope of services will be developed by the selected Consultant with guidance and direction from the City and incorporated into final contract along with the fee estimate and a project schedule.

Project duration is 5 months from notice to Proceed to Completion. The target for completing the final plans is end of November 2019 with construction occurring during spring of 2020.

Future project phases may include Construction Administration and Verification Testing and Quality Control upon completion of construction. The scope and extent of assistance during bidding and construction engineering services will be determined after final design.

Services provided by the Consultant consist of:

Task 1 - Project Management and Coordination

Task 2 – Preliminary Engineering

Task 3 – Plans, Specifications and Estimates (PS&E) Preparation

Task 4 – Construction Contract Administration

Task 5 – Verification Testing and Quality Control

Detailed scope of services is attached to this RFP as attachment 1.

2.4 Work Performed by Others

- The City project manager will schedule city staff for requested and/or required meetings.
- The city will provide available as-built drawings and any descriptive information of changes to the incinerator system since original installation.
- The city will provide access to the exterior of the heat exchangers for inspections and to verify as-built conditions.

3 SUBMITTAL REQUIREMENTS

The purpose of the proposal is to demonstrate the consultant's ability and capacity for supporting the City's successful completion of the Project with respect to project goals and objectives. The following is the format and content requirements for submitted proposals:

3.1 Content and Format Requirements

Submittal Format

Consultant candidates shall provide an electronic copy (either on CD, via e-mail as an attachment, or via e-mail with a link to an Internet location) to the contact listed below.

Transmittal Letter

The transmittal letter shall be addressed to the project manager contact identified in Section 3.2 below. The letter shall provide the consultant's primary contact information, list any sub-consultants, and identify the offices where work will be conducted. Any exceptions, objections, or requested changes to the RFP or Consultant Agreement shall conform to requirements laid out in section 5.5.

PROPOSAL Package

The submitted PROPOSAL shall include the following elements:

1. Project Team (Scoring points #):

Identify the members of your team, including sub-consultants (if any), and describe each member's role and responsibilities. Discuss the projected availability of key staff and how you will assure staff continuity and timely work performance. Include an organizational chart.

2. Qualifications and Experience (Scoring points #):

Describe your team's qualifications for providing the requested services, highlighting the project manager relevant qualifications and experience. Discuss previous relevant experience and explain how

this experience will enable you to deliver high-quality, cost-effective services for this Project. Discuss your track record meeting budget and schedule requirements with large, complicated projects.

3. Experience with Similar Projects (Scoring points #):

Please provide information regarding the firm, and the project manager's, experience with relevant and/or similar projects. Please include up to three (3 ea.) supporting example projects. Bullet list project scope elements or other descriptors that help elaborate the required project work. Please note and special conditions, constraints, risks, innovations, ideas or project approaches that helped facilitate project design and/or delivery.

4. Project Understanding and Approach (Scoring points #):

Discuss your approach for completing the scope of work. Demonstrate your understanding of the requirements, challenges, and potential hurdles for the Project. Discuss strategic considerations for achieving the goals and objectives set forth herein. Describe your abilities to implement innovative or advanced techniques and identify opportunities for such techniques. Discuss how your team will provide value to the City.

5. References (Scoring points #):

Submittals shall include past and present performance information from a minimum of three former clients (preferably government agencies). The performance information included in each reference must be clearly correlated to the requirements of this RFP. Each reference shall include:

- a. The agency name, address, email address and telephone number for the current contact person of each referenced client.
- b. The dates of the work performed for referenced clients.
- c. A summary of the services performed for the referenced clients, including the time frame for implementation and date delivered.

6. Attachments (exclusive of page count):

- a. Staff Résumés - Résumés of key staff. (optional)
- b. Consultant Proposal DBE Commitment (federal)- <To be prepared>

3.2 Deadline for Delivery of Submittals

The deadline for submission of an PROPOSAL is 2:00 pm on **June 10, 2019**. Submittals shall be delivered, mailed or emailed to:

City of Lynnwood Public Works Department
Ehsan Shirkhani, Project Manager
19100 44th Ave W,
Lynnwood, WA 98036
EShirkhani@lynnwoodwa.gov

Submittals received by any City office other than the Public Works Department will be rejected and returned unopened.

Time is of the essence, and any submittals arriving after the above-referenced submission deadline, whether by mail or otherwise, will not be considered (postmarks will not be accepted in lieu of this requirement). It is the sole responsibility of the consultant candidate to ensure that its PROPOSAL is received before the submission deadline.

4 SELECTION AND CONTRACT DEVELOPMENT

4.1 Selection Process

The selection process will include both a proposal review process and an interview process for short-listed firms. The review of written proposals will take between 2-3 weeks for the City to review. All firms submitting proposals will be contacted as to the status of their proposal once short-listed firms have been selected. Proposals will be evaluated based on selection criteria outlined below.

Interviews will be scheduled over the following 1-2 weeks with short-listed firms. Selected firms should plan to have the project principal, project manager to be assigned to the project, and up to three other key project team members and/or subconsultant representatives present during interviews. Interviews will be one hour in length. The format of the interview will be an informal question and answer format. Consultants scheduled for interviews will be provided the list of questions in advance. Firms participating in interviews will be contacted shortly after interviews are held and informed of the City's final selection.

4.2 Selection Criteria

Consultant proposals will be evaluated based on the following selection criteria:

- Experience and qualifications of project team members with a focus on the project manager and environmental lead.
- The consulting firms experience with similar projects, with supporting example projects.
- The Incineration Process experience leading troubleshooting efforts on similar projects, with anticipated NPDES requirements and time constraints.
- The firms experience and ability to study Wastewater Treatment Facilities Processes and Operations, conduct required sampling and testing activities from different components of the operation, test the replaced equipment and process and verify performance quality, prepare technical specifications, plans and procurement documents and administer contracts.
- The project teams experience and ability to conduct a constructability review, focusing on the team member that will be performing this review.
- The project teams approach to delivering the project, including any identified critical path work items, permits needed, approach to permit expediting and management, project scope elements, risks and/or other considerations that would need to be accounted for during project development and delivery.

4.3 Review and Rating of Statements:

The City's standard process for reviewing and rating proposals proceeds as follows:

1. The City will designate a consultant selection committee to evaluate each PROPOSAL submitted in response to this RFP.
2. Selection committee members will develop an initial rating of each PROPOSAL using the criteria and weighted values.
3. Based on the average initial ratings, the committee will establish a short list of the most qualified candidates. All consultant candidates will be notified of the results of the initial reviews.
4. The committee will interview approximately two to four of the short-listed candidates.
5. Based on the submitted PROPOSALS and project goals/objectives, the committee will develop the rating criteria and sample questions for interviews, which may or may not be sent to the short-listed candidates.
6. Based on the submitted PROPOSALS and/or the interview results, the committee will develop a final rating of the interviewed candidates. All consultant candidates will be notified of the results of the final reviews.

4.4 Contract Development:

The selected consultant firm will be expected to negotiate and enter into a contract with the City using the City's standard contract. The process typically proceeds as follows:

1. The City will schedule a scoping meeting with the highest-ranking consultant candidate to discuss specific details of the scope of work.
2. The highest-ranking consultant candidate will be asked to submit a detailed scope of work, schedule, and cost proposal. The scope, fee estimate, contract schedule proposal will need to be consistent with the City of Lynnwood Scope and Fee Preparation Guidelines. The scope of work, schedule, and cost proposal will be incorporated into the contract.
3. During negotiations the consultant will be required to submit a current WSDOT-audited overhead for both the prime consultant and any applicable subconsultants per the WSDOT Local Agency Guidelines. Consultants that do not have current WSDOT audited overhead rates may use Safe-Harbor rates.
4. Fixed Fee rates will be negotiated with the City. For reference the City will follow Local Agency Guidelines procedures for determining equitable Fixed Fee Rates.
5. Prior to entering into a contract with the City the candidate must submit a current City of Lynnwood business license.
6. The highest-ranking consultant candidate will be asked to submit *Additional requirements to be prepared and attached by 2 PM on May 31, 2019*, if needed.
7. If applicable, DBE documentation required by the LAG manual need to be submitted.
8. Prior to contract award the City will conduct a background check as needed.
9. If the City is unable to successfully negotiate a satisfactory contract with the highest-rank consultant candidate, the City reserves the right to commence negotiations with the remaining candidates in order of their ranking. This process will continue until either an agreement is reached, or the City decides to re-advertise the RFP.

5 GENERAL CONDITIONS

5.1 Requests for Supplemental Information

The City reserves the right to require the submittal of additional information that supplements or explains response materials.

5.2 Interpretation of RFP

The consultant candidate is responsible for meeting all of the requirements, specifications, and conditions stated in this RFP. If the consultant candidate finds discrepancies in, or omissions from, the RFP, or is in doubt as to the meaning of a particular portion thereof, a written request for interpretation or correction should be made to the City. Such inquires shall be directed to the project manager in written format.

Any changes to this RFP will be made and distributed only by written addendum hereto.

5.3 Right to Reject Submittals

The City reserves the unqualified right to reject any and all submittals received in response to this RFP, or to waive, at its discretion, any irregularity, which the City deems reasonably correctable or otherwise not warranting rejection of a submittal.

5.4 Compliance with RFP Terms, Attachments and Addenda

- A. The City intends to award a Contract based on the terms, conditions, attachments and addenda contained in this RFP. Submitters shall submit submittals, which respond to the requirements of the RFP.
- B. Submitters are strongly advised to not take exceptions to the terms, conditions, attachments and addenda; exceptions may result in rejection of the submittal. An exception is not a response to a submittal requirement. If an exception is taken, a 'Notice of Exception' must be submitted with the submittal. The 'Notice of Exception' must identify the specific point or points of exception and provide an alternative.
- C. The City reserves the right to reject any submittal for any reason including, but not limited to, the following –
 - Any submittal, which is incomplete, obscure, irregular or lacking necessary detail and specificity;
 - Any submittal that has any qualification, limitation, exception or provision attached to the submittal;
 - Any submittal from Submitters who (in the sole judgment of the City) lack the qualifications or responsibility necessary to perform the Work;
 - Any submittal submitted by a Submitter which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies;
 - Any submittal, from Submitters who are not approved as being compliant with the requirements for equal employment opportunity; and

- Any submittal for which a Submitter fails or neglects to complete and submit any qualifications information within the time specified by the City.
- D. The City may, at its sole discretion, determine that a submittal with a 'Notice of Exception' merits evaluation. A submittal with a 'Notice of Exception' not immediately rejected may be evaluated, but its competitive scoring shall be reduced to reflect the importance of the exception. Evaluation and negotiation shall only continue with the Submitter if the City determines that the submittal continues to be advantageous to the City.
- E. In consideration for the City's review and evaluation of its submittal, the Submitter waives and releases any claims against the City arising from any rejection of any or all submittals, including any claim for costs incurred by Submitters in the preparation and presentation of submittals submitted in response to this RFP.
- F. Submittals shall address all requirements identified in this RFP. In addition, the City may consider submittal alternatives submitted by Submitters that provide cost savings or enhancements beyond the RFP requirements. Submittal alternatives may be considered if deemed to be in the City's best interests. Submittal alternatives shall be clearly identified.

5.5 Acceptance of Contract, Attachments and Addenda

- i) Submitter(s) shall review the Contract, and all its attachments, and submit a signed letter by their attorney or authorized legal representative stating they intend to comply with all the terms and conditions. The signed letter shall be submitted with the submittal.
- ii) If there are exceptions taken to the terms and conditions in Attachment A Contract and any of its attachments, the Submitter's attorney or authorized legal representative shall sign an exception letter describing reasoning for the exceptions and include the exception letter and Attachment A Contract as an attachment to the submittal, identifying the exceptions and proposed changes. All proposed changes shall be tracked the Contract using the tracking changes feature in Microsoft Word®.

The project schedule is such that it requires a very efficient submittal review and negotiation period. It is very important that any possible roadblocks or issues the Submitter may have with the terms and conditions are identified during the submittal process and resolved prior to proceeding with the Contract negotiations.

5.6 Cancellation of RFP

The RFP process may be canceled after opening, but prior to award, if the City determines that cancellation is in the best interest of the City for reasons like the following:

The services are no longer required.

The submittals received did not arrive in open competition, were collusive or were not submitted in good faith.

The City determines that its needs can be satisfied through an alternative method.

The City hereby reserves the right to amend or modify this RFP prior to award of a contract, as necessity may dictate, and to reject any and/or all submittals received hereunder. This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation a submittal in response to this

RFP. The City reserves the right to accept or reject any or all submittals received because of this RFP, to negotiate with any qualified source or to cancel in part or in its entirety this RFP, if it is in the best interest of the City as determined thereby.

5.7 Reimbursement of Costs

No reimbursement whatsoever will be made by the City for any costs incurred by consultant candidates related to the preparation or presentation of responses to this RFP.

5.8 Notification of Withdrawal of Submittal

A consultant candidate may withdraw its submittal at any time prior to the submission deadline upon formal written notice. Submittals shall become the property of the City after the submission deadline has passed.

5.9 Public Records and Trade Secrets

All submittals received in response to this RFP shall become the property of the City and are subject to disclosure.

5.10 Supplemental Work

The City reserves the right, if determined to be in the best interests of the City, additional follow up tasks and project work may be included as later supplements to the scope of work outlined in this RFP. This may include, but shall not be limited to, any additional studies, reports, planning, design, construction administration and support, and any other tasks related to the development and delivery of this project and/or the Scriber Creek Corridor Management Plan.

5.11 Evidence of Insurability/Business License

If selected the firm must be able to provide proof of insurance and City of Lynnwood business license.

5.12 Contract Audit and Review Process Requirements

All projects are subject to the contract audit and review per local, state and federal requirements.

5.13 Financial Management and Accounting System Requirements

The selected consultant must have in place an adequate financial management and accounting system as required by Federal Acquisition Regulations (FAR) requirements.

5.14 Non-Discrimination Requirements

The City of Lynnwood in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Project Manager at (EShirkhani@lynnwoodwa.gov) or by calling collect (425) 670-5218.

Title VI Statement

The (AGENCY NAME) 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 of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 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, national origin, or sex in consideration for an award.”

5.15 Conflict of Interest

Consultant candidates warrant and covenant that no official or employee of the City, nor any business entity in which an official of the City has an interest, has been used, employed, retained, compensated or been gifted in any manner to solicit or assist in the procuring of the resulting contract in accordance with Lynnwood Municipal Code Section 2.94.040.

6 ATTACHMENTS