

**LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION**

REQUEST FOR QUALIFICATIONS

**TO DESIGN A LEVEE,
DAM IMPROVEMENTS,
AND A PEDESTRIAN BRIDGE**

on

DEEP RIVER

between

LIVERPOOL ROAD

and

INTERSTATE 94

in

LAKE STATION, INDIANA

RFQ Issued: July 26, 2018
Response Deadline: August 23, 2018, 12:00 Noon

Qualifications shall be submitted to:

Little Calumet River Basin Development Commission
900 Ridge Road, Suite H
Munster, Indiana 46321

1. INTRODUCTION

1.1. Project Overview

The Little Calumet River Basin Development Commission (LCRBDC) is pleased to present this Request for Qualifications (RFQ) to prospective entities (Proposers) interested in submitting Statements of Qualifications (SOQs) to design the Deep River Levee, Dam Improvements, and Pedestrian Bridge.

The project involves designing the following:

- (a) An impermeable earth levee on the east side of Deep River in Lake Station, Indiana, from the existing embankment on the west side of Liverpool Road to the existing embankment on the south side of interstate highway I-94. The levee will be similar in design and geometry to other levees constructed along the Little Calumet River from Gary to Hammond. The top of the levee will be required to be two feet above the elevation of a flood having a 200 year recurrence interval. The design elevation will be provided by LCRBDC. It is the goal of this Project is to protect those properties lying east of Deep River that are within the flood zone of a 200 year recurrence interval.
- (b) Design improvements to the Deep River dam located west of Liverpool Road. Improvements will be in accordance with recommendations presented in the Deep River Dam Engineering Feasibility Study prepared by Flatland Resources, LLC, for the Northwest Indiana Regional Planning Commission (NIRPC). The study is available on the NIRPC website, www.NIRPC.org.
- (c) Design or specify a pre-engineered six foot clear width single span pedestrian bridge, along with foundations and approaches, to span Deep River. The bridge superstructure shall be constructed of weathering steel, and the bridge shall have a concrete deck. The anticipated clear span is between 110 and 130 feet. The exact location of the bridge has not been determined yet, but it will lie within the limits of the proposed levee.

1.2. Procurement

LCRBDC will enter into a Contract with the selected Design Engineer with progress payments based upon an agreed schedule of values.

1.3. Procurement Process

LCRBDC will be the procuring agency for the Project. LCRBDC will evaluate submitted SOQs, request priced proposals from selected Proposers, and select a Design Engineer based on the submittals and priced proposal. LCRBDC will enter into a contract with the selected Design Engineer. There will be liability insurance requirements from the successful Proposer for the duration of the project. Audits and/or financial statements may be requested.

1.4. Procurement Schedule

| Activity | Date |
|---|-------------------|
| Issue Request for Qualifications | July 26, 2018 |
| Deadline for questions regarding the RFQ. | August 16, 2018 |
| SOQ Due Date | August 23, 2018 |
| Request Priced Proposals from Finalists | September 6, 2018 |
| Open Priced Proposals | October 10, 2018 |

2. DESIGN ENGINEER RESPONSIBILITIES

2.1. Environmental Requirements

No environmental studies have been performed in preparation of the Project. It is possible that the Project scope may need to be modified to comply with the environmental requirements. Nothing contained in this RFQ, including any description of the Project, is intended to modify, limit, or otherwise constrain the environmental process or commit LCRBDC or any other entity to undertake any action with respect to the Project, including any procurement for the final design of the Project. The Design Engineer shall perform a wetland delineation on all land affected by the Project.

2.2. Permitting

The Design Engineer will be responsible for obtaining and maintaining all regulatory, environmental and other permits, (including any permit modifications) to design and construct the Project. The Design Engineer will finalize all permit applications based on its proposed design and obtain final permits from all the permitting agencies, including taking responsibility for any changes in permits or permit conditions arising out of the Design Engineer's design.

Permits required for the Project may include, but not be limited to:

- USACE (Section 404) permit.
- IDEM Section 401 permit.
- DNR Permit for Construction in a Floodway (CIF).
- Indiana Rule 5 Permit.

2.4. Land Acquisition

LCRBDC currently owns, or will acquire ownership or easement rights for all properties affected by the project.

2.5. Site Conditions

2.5.1. Geotechnical

LCRBDC does not anticipate that Proposers will need to conduct any geotechnical investigation in order to respond to this RFQ. All required geotechnical investigations for the design of the Project shall be included in the scope of services of the Design Engineer.

2.5.2. Utilities

Utility investigation and coordination with utility companies for relocation of utilities shall be included in the scope of services of the Design Engineer.

2.5.3. Hazardous Materials

LCRBDC does not anticipate that Proposers will need to conduct any hazardous material investigation in order to respond to this RFQ. The Design Engineer shall perform a Phase I Environmental Assessment (ESA) on all properties affected by the project.

2.6. Third Parties

2.6.1. Utility Companies

The Design Engineer will be responsible for coordination with utility owners during the term of the design contract. Design Engineer will be responsible for coordinating with utility companies to determine necessary utility relocations/adjustments to be performed as necessary for the construction of the Project.

2.6.2. Governmental Agencies, Key Stakeholders Coordination

Key stakeholders include LCRBDC, the City of Lake Station, Lake County, the Northwest Indiana Regional Planning Commission, and it is anticipated that the Design Engineer will play an active role in coordinating with these and other stakeholders.

2.7. Design Standards

All Federal, State, and Local design standards relevant to the work shall be used in the design of the Project. The US Army Corps of Engineers may have applicable design requirements for parts of the Project.

3. DBE REQUIREMENTS

LCRBDC desires to apply the Disadvantaged Business Enterprises ("DBEs") program requirements to the Project. Where opportunities exist, LCRBDC desires to make opportunities available to minority- and women-owned firms, including certified DBE firms. Opportunities may include consultant and subcontracts as well as other service providers. Creative efforts to expand inclusion of other disadvantaged, minority- and women-owned firms and workers shall be encouraged.

4. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

In order to facilitate receipt, processing, and response, Proposers must submit all questions and Requests for clarification in writing to the following address:

Deep River Project
Attn: Mr. Dan Repay
Little Calumet River Basin Development Commission
900 Ridge Road
Munster, Indiana 46321
Telephone: (219) 595-0599
Email: drepay@littlecalumetriverbasin.org

Proposers are responsible for ensuring that any written communications clearly indicate on the first page or in the subject line, as applicable, that the material relates to the Project.

LCRBDC will provide responses to Proposer clarification Requests within a reasonable time following receipt.

No telephone or oral requests will be considered. No requests for additional information or clarification to any person other than the above individual will be considered. Questions from a Proposer shall be submitted only by a single representative of that Proposer, and must include the requestor's name, address, telephone number and e-mail address, and the Proposer that he/she represents.

The questions and LCRBDC's responses will be in writing and will be posted to all Proposers, except that LCRBDC intends to respond individually to those questions identified by a Proposer and deemed by LCRBDC as containing confidential information relating to Proposer's SOQ.

LCRBDC reserves the right to revise this RFQ by issuing addenda to this RFQ at any time before the SOQ Due Date. In issuing an addendum shortly before the SOQ Due Date, LCRBDC will consider whether an extension of the SOQ Due Date is warranted.

5. SOQ SUBMITTAL REQUIREMENTS

5.1. General

LCRBDC expects SOQs submitted in response to this RFQ to provide enough information about the requested items so as to allow LCRBDC to evaluate Proposers based on the criteria set forth herein.

5.2. Format

Each responding Proposer shall submit six (6) identical paper copies and one (1) electronic copy on USB flash drive of its SOQ,

5.3. Contents and Organization

Proposers must organize their SOQs in the order set forth in Section 9. If a Proposer elects to include material in addition to the information specifically requested, such Proposer shall append that material to the end of the most appropriate defined section of the outline. Additional material is subject to any applicable page limitation. Each copy may be subdivided as needed, so long as Proposers "tab" the contents of their SOQ to correspond to the relevant section, and/or subsection.

All packages constituting the SOQ shall be sealed and individually and clearly labeled with the name of Proposer and additionally labeled as follows:

Response to the Request for Qualifications for
Deep River Levee

SOQs shall be delivered by hand or sent (by US Postal Service or other reliable means) to the following address:

Little Calumet River Basin Development Commission
900 Ridge Road
Munster, Indiana 46321
Telephone: (219) 595-0599
Email: drepay@littlecalumetriverbasin.org

LCRBDC will not accept facsimile or e-mail submission of SOQs.

Acknowledgment of receipt of SOQs will be evidenced by the issuance of a receipt by a LCRBDC designee.

SOQs must be submitted by noon prevailing Central Daylight Savings Time ("CDST") on the SOQ Due Date specified in this RFQ. Time is of the essence and any SOQs received after that date and time will be rejected and returned unopened.

Proposers are solely responsible for assuring that LCRBDC receives their SOQs by the specified delivery date and time at the address listed above. LCRBDC shall not be responsible for any delays in delivery beyond the control of LCRBDC, including those caused by weather, difficulties experienced by couriers or delivery services, misrouting of packages by courier or delivery services, improper, incorrect or incomplete addressing of deliveries and other occurrences.

6. EVALUATION PROCESS AND CRITERIA

6.1. SOQ Evaluation Procedure

Evaluations of SOQs are subject to the sole discretion of LCRBDC and its staff, with assistance from such professional and other advisors as LCRBDC may designate. LCRBDC will make the final determinations of the Proposers to be invited to submit priced proposals, as it deems appropriate, at its sole discretion, and in the best interests of the Project. Each Proposer will be notified whether or not it has been selected to submit a priced proposal.

6.4. Evaluation Criteria

(a) The extent and depth of the experience of Proposer and its individual team members with comparable projects (e.g., comparable scope and complexity), project delivery methods, and responsibilities as are anticipated to be within Design Engineer's scope of work;

(b) The stability, strength and likelihood of success of the Proposer's proposed management structure and team;

(c) The extent and depth of experience of the management team and key personnel listed as required with comparable projects, project delivery methods and personnel roles as are anticipated to be within Design Engineer's scope of work; and

(d) The extent, depth and success of Proposer, its individual team members, the management team and key personnel listed in working together. Project information and references, as well as the information provided in the SOQ will be used, as deemed appropriate by LCRBDC, to assist in the evaluation of the Proposer structure and experience category.

6.4.2 Approach to Project

Proposer's approach to the Project (as referenced in Section 9) will be evaluated based on the extent to which the Approach to the Project demonstrates:

(a) An understanding of Project scope and complexity, and a sound approach to activities to be undertaken with respect to the design of the Project;

(b) The ability to provide sufficient qualified personnel and resources to undertake the anticipated obligations for the Project; and

(c) An understanding of and a sound approach to utilizing alternative technical concepts and other innovative design methods to deliver best value results.

6.5. Changes in the Approach to the Project

LCRBDC understands that as Proposers and LCRBDC continue their individual and collective efforts to analyze and develop optimal design and construction plans for the Project, it is likely that the approaches to such elements of the scope of work will change and evolve. LCRBDC wishes to encourage that evolution and continued focus by Proposers on the best solutions for the Project. Accordingly, it is LCRBDC's intention to use the Approach to the Project only for purposes of evaluating the SOQs. Proposers invited to submit priced proposals may modify, alter and enhance their respective approaches to design. Proposers may not, however, change their Approach to the Project in a way that renders the SOQ a misrepresentation of Proposer's intentions and capabilities.

6.6. Changes in Proposer Organization

Subject to the limitations herein, LCRBDC may permit Proposers invited to submit priced proposals to add, delete or substitute team members and reorganize their teams during the procurement process unless the change results in actual or potential organizational conflicts of

interest or renders Proposer team, in LCRBDC's sole determination, less qualified to develop the Project.

7. COMMUNICATIONS, PUBLIC INFORMATION AND ORGANIZATIONAL CONFLICTS OF INTEREST

7.1. Improper Communications and Contacts

The following rules of contact shall apply during the procurement for the Project, effective as of the date of issuance of this RFQ through the execution of the Contract. These rules are designed to promote a fair, competitive and unbiased procurement process. Contact includes face-to-face, telephone, facsimile, electronic-mail (e-mail), or formal written communication, either directly or indirectly by an agent, representative, promoter or advocate of a Proposer. The specific rules of contact are as follows:

(A) After submittal of SOQs, no Proposer or any of its team members may communicate with another Proposer or its team members with regard to either team's RFQ.

(B) LCRBDC shall be the sole contact for purposes of this procurement. Proposers shall correspond with LCRBDC regarding the RFQ and only through designated representatives.

(C) Commencing with the issuance of this RFQ and continuing until the earliest of, (i) award and execution of the Contract, or (ii) cancellation of the procurement, no Proposer or representative thereof shall have any ex parte communications regarding the RFQ, the Contract or the procurement described herein with:

- Any member of LCRBDC; and
- Any LCRBDC staff, advisors, contractors or consultants involved with the procurement, except for communications expressly permitted by the RFQ. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of LCRBDC;

(D) Proposers shall not contact the identified stakeholders regarding the Project, including employees, representatives, members, consultants and advisors. LCRBDC will provide any necessary coordination during the RFQ stage with such entities in order that, among other things, the procurement be implemented in a fair, competitive and transparent manner and with uniform information.

Information requests concerning these entities shall be sent to the LCRBDC Procurement contact;

(E) Any communications determined to be prohibited or improper, at the sole discretion of LCRBDC, may result in disqualification;

(F) LCRBDC will not be responsible for and Proposers may not rely on any oral or written exchange or any other information or exchange that occurs outside the official process specified herein.

7.2. Confidentiality and Disclosure of SOQs

7.2.1. LCRBDC Obligations During Discussions or Negotiations

LCRBDC will not disclose the contents of Proposals during discussions or negotiations with Proposers, except as otherwise required by law or under order from a court with jurisdiction.

7.3. Organizational Conflicts of Interest

It is LCRBDC's policy that any person or firm under contract, or previously under contract, with LCRBDC to prepare procurement documents, preliminary plans, planning reports or other project development products for the Project will not be allowed to participate in any capacity on a Proposer or Design Engineer team. Exceptions to this policy may be granted by LCRBDC, upon written request from such person or firm, if it is determined that the person's or firm's involvement is in the best interest of the public and does not constitute an unfair advantage. Proposer teams seeking such exception shall submit such written request as soon as possible because LCRBDC shall not extend the SOQ Due Date or be responsible for any inability or failure to respond prior to the SOQ Due Date to any such request.

Proposer shall provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest. Proposer shall state how its interests or those of any of its team members, consultants, contractors or subcontractors, including the interests of any chief executives, directors or key personnel thereof, may result in, or could be viewed as, an organizational conflict of interest.

Proposer is prohibited from teaming with, receiving any advice or discussing any aspect relating to the Project or the procurement of the Project with any person or entity with an organizational conflict of interest.

By submitting its SOQ, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, Proposer must make an immediate and full written disclosure to LCRBDC that includes a description of the action that Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that Proposer knew, or should have known about, but failed to disclose is determined to exist during the procurement process, LCRBDC may, at its discretion, disqualify Proposer. If an organizational conflict of interest that Proposer knew, or should have known about, but failed to disclose exists and Proposer has entered into a Contract as Design Engineer, LCRBDC may, at its sole discretion, terminate the Contract. In either case, LCRBDC reserves all legal rights and remedies.

Proposers are also advised that LCRBDC's guidelines in this RFQ are intended to augment applicable federal and state law. Such applicable law will also apply to Proposer teams and teaming and may preclude certain firms and their entities from participating on a Proposer team.

8. LCRBDC RESERVED RIGHTS

In connection with this procurement, LCRBDC reserves to itself all rights (which rights shall be exercisable by LCRBDC in its sole discretion) available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Modify the procurement process to address applicable law and/or the best interests of LCRBDC.
- Revise the scope, type, structure and specific terms of this procurement. Modify the scope of the Project during the procurement process.
- Develop the Project, including any portion thereof, in any manner that it, in its sole discretion, deems necessary, terminate this procurement and pursue other development or solicitations relating to the Project or exercise such other rights as it deems appropriate.
- Cancel this RFQ in whole or in part at any time prior to the execution by LCRBDC of a Contract, without incurring any cost obligations or liabilities.
- Issue a new request for qualifications after withdrawal of this RFQ.
- Not invite any Proposer responding to this RFQ to submit a priced proposal.
- Reject any and all submittals, responses and SOQs received at any time.
- Modify all dates set or projected in this RFQ.
- Terminate evaluations of responses received at any time.
- Issue addenda, supplements and modifications to this RFQ.
- Appoint evaluation committees to review SOQs, make recommendations and seek the assistance of outside technical, financial and legal experts and consultants in SOQ evaluation.
- Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its SOQ, regardless of whether the information or evidence was explicitly required by the RFQ.
- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ, including personal experience of evaluators.
- Add or delete Proposer responsibilities from the information contained in this RFQ.
- Waive deficiencies, nonconformities, irregularities, and apparent clerical mistakes in a SOQ, accept and review a non-conforming SOQ or permit clarifications or supplements to a SOQ.
- Disqualify any Proposer that changes its submittal after the SOQ Due Date without LCRBDC approval.

- Disqualify any Proposer under this RFQ, for violating any rules or requirements of the procurement set forth in this RFQ, or in any other communication from LCRBDC.
- Add to the list of Proposers invited to submit priced proposals, any Proposer that submitted an SOQ in order to replace a previously invited Proposer that withdraws or is disqualified from participation in this procurement.
- Not issue any notice to proceed after execution of the Contract.
- Exercise any other right reserved or afforded to LCRBDC under this RFQ or applicable laws and regulations.

This RFQ does not commit or bind LCRBDC to enter into a contract or proceed with the procurement described herein. Except as expressly set forth in this RFQ, LCRBDC assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFQ. All of such costs shall be borne solely by each Proposer.

9. Statement of Qualifications

Proposers are required to assemble their SOQ in the order prescribed and following the outline form contained in this Part.

The SOQ shall contain the following:

9.1. Project Team and Organizational Chart

Identify the legal name of Proposer firm and Team member firms. If a name is a "doing business as" ("DBA"), identify underlying names. Identify a single point of contact (a real person) and include the following information: name, title, address, telephone number and e-mail address. Provide an organizational chart which sets forth Proposer structure, teaming arrangements and reporting requirements. A separate organizational chart covering key personnel shall also be provided. An overview of the firm(s) shall be provided, including key business areas and principal office locations.

9.2. Proposer and Team Structure

Describe Proposer's team and management structure, including its teaming arrangements, allocation of roles and responsibilities within Proposer team.

9.3. Relevant Experience and Expertise

Proposers shall provide the following information describing relevant experience and expertise held by Proposer, as applicable, with:

- Design of levees and/or associated projects; in particular those with a construction value of \$1 million or more.

- Permitting, coordination and oversight by U.S. federal agencies such as the Army Corps of Engineers, on environmentally sensitive projects.

- Design and construction of rock riffles and/or dams.

- Design or specification of bridges, particularly pedestrian bridges.

9.4. Approach to Project

Proposer shall describe how it approaches the design projects of similar scope and nature to the Project including, but not limited to:

- A description of Proposer's general approach to the design of the Project, including delivering a high quality, best value Project.

- A description of Proposer's general approach to quality control/quality assurance and Project oversight.

- A description of Proposer's general approach to health and safety, permit procurement, and environmental requirements.