



TOWN OF MANCHESTER

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Melinda Smith, MAYOR

Town of Manchester – Manchester Water Treatment Improvements-PFAS Mitigation

The Town of Manchester Department of Public Works is soliciting design cost proposals and engineering qualifications to provide the Town of Manchester for engineering services pursuant with the enclosed/attached Preliminary Engineering Report dated June 2024(Manchester Water treatment Improvements). To provide design and bidding services to consolidated per- and poly-fluorinated alkyl substances (PFAS) treatment per MDE guidelines for A/Procurement and M/WBE Good Faith Efforts.

RFP Proposal:

The engineer's proposal shall be submitted in two (2) separate envelopes. One titled "**Technical Proposal**" and the other "**Cost Proposal**".

Factors For Evaluating Proposals:

- Technical approach in addressing the scope of work described herein.
- Composition of the assigned project team and a list of similar major projects that are being actively working on and has worked on within the past five (5) years.
- Completeness of proposal.
- Results of reference checks.
- Cost proposal.

A selection committee appointed by the Town will conduct the review of proposals submitted. The committee may require an interview with key staff of the engineering firms before making a final decision.

Cost Proposal:

Provide a not-to-exceed fee with a detailed line-item breakdown. Proposals are due in a sealed envelope, labeled "Manchester Water Treatment Improvements Project Cost Proposal" on or before Monday, March 10, 2025, 10am. Proposals may be physically dropped off at 3337 Victory Street Manchester, Md. 21102 or mailed to P.O. Box 830 Manchester, Md. 21102. Proposal opening will occur at 10:15am at 3337 Victory Street on Monday, March 10, 2025.

Technical Proposal:

Provide a Technical Proposal, due in a sealed envelope, labeled "Manchester Water Treatment Improvements Technical Proposal" on or before Monday, March 10, 2025, 10am. Proposals may be physically dropped off at 3337 Victory Street Manchester, Md. 21102 or mailed to P.O. Box 830 Manchester, Md. 21102. Proposal opening will occur at 10:15am at 3337 Victory Street on Monday, March 10, 2025.

The Technical Proposal shall include the following:

- Letter of interest signed by the Principal in charge.
- The location of the office where this project will be administered.
- Specific Team that will be assigned to this project. Provide experience of equivalent projects as explained herein that your Team is actively working on and has worked on within the past five (5) years. Include references (include specific contact names, title, phone number and email for each example project)
- Description of your Firm's approach with investigating and addressing the Scope of Work described herein.
- Proposed timeline to complete this design.

Funding:

The funding source for this project is the State Revolving Fund (SRF) through MDE, additionally, companies shall comply with DBE policy (see included, revised SRF requirements).

Description:

This proposed project involves the design of a new water treatment plant (WTP) and interconnecting piping utilizing iron and manganese treatment and GAC treatment for PFAS removal. The proposed water treatment improvements in accordance with the Preliminary Engineering Report provided include the following:

- New water treatment building with separate room for chemical storage and feed.
- Systems at the Manchester Farms Well House site. Interconnect Patricia Court Well (1) and Park Ridge wells (2) to the Manchester Farms Treatment facility (MFs= 2 wells), totaling five (5) wells.
- PFAS removal system of two (2) vessels in series with manually operated valves to alternate the lead/lag arrangement.
- Fe/Mn removal system of three (3) vessels, with two (2) vessels operated in parallel and one (1) standby vessel.
- Chemical storage and feed systems.
- Extended electrical service and supply.
- SCADA alarms and controls.
- Sanitary drain to the adjacent Manchester Farms Sewage Pumping Station.

Scope of Work:

Design Services:

- Attend and conduct an in-person Kick-off meeting at Manchester Town Hall.
- Participate in up to ten (10) monthly coordination meetings.
 - ✓ Six (6) virtual and four (4) in person meetings.
- Provide environmental delineation and topography survey.
- Provide and manage a geotechnical program for required geotechnical drilling (by a Geotech Engineer). To be subcontracted to the awarded Firm.
- Easement plat development and acquisition as required.
- Develop and a pilot demonstration test to verify optimal media performance (GAC) and iron/manganese removal. **Note: list this as a contingent line-item cost.**
- Address submittal reviews with MDE including any revisions.
- Coordinate with vendors for proper equipment and appurtenances.
- Prepare 30% design proposal and cost estimate.
 - ✓ Meet with the Town in person to review.

- ✓ Address MDE' comments.
- Prepare 90% design proposal and estimated cost.
 - ✓ Meet with the Town in person to review.
 - ✓ Address MDE' comments.
- Incorporate MDE/ Town comments and prepare 100% design.
- Include any and all permits (including a Carroll County grading permit and MDE storm water requirements/NOI) for this project.
- Include development and submittal of this project's Construction Permit in coordination with MDE.
- Prepare and submit letters requesting project reviews by Maryland Historical Trust (MHT), Maryland Department of Natural Resources (DNR) Rare, Threatened and Endangered Species (RTES) division, and US Fish and Wildlife Service (USFWS).
- Site development plan design and permitting.
- Include storm water management and address agency comments.
- MDE funding coordination.

Construction Bidding:

- Assist with construction bid advertisement
- Attend and conduct a pre-bid meeting at Town Hall.
 - ✓ Prepare minutes, respond to questions.
 - ✓ Prepare bid tab and recommend of award.
- Prepare MDE bid package for submission.
- Prepare one (1) digital set of construction drawings and two (2) hard copies. Prepare the same for as-build drawings at the completion of this project.

Additional:

- Include professional services from three (3) MDOT certified M/WBE subconsultants to be compliant with good faith efforts and complete EPA forms as required.
- The Town will provide all available drawings and technical data for the existing locations and areas affected.
- The Town reserves the right to negotiate and award additional A/E services to the selected firm for this project.

General Conditions:

Project Award:

- The Town reserves the right to consider factors other than cost in the award. The Town's selection committee will evaluate five (5) criteria with the % of weight as described below while selecting a Firm:
 - ✓ Technical approach in addressing the scope of this project (25% weight)
 - ✓ Composition of the assigned project team and evaluation of the list of similar projects as explained herein that your Team is actively working on and has worked on within the past five (5) years (20% weight).
 - ✓ Completeness of the proposal (20% weight).
 - ✓ Cost of the proposal (20% weight).
 - ✓ Reference evaluation results (15% results).
- After proposals have been officially opened, no proposals may be withdrawn for a period of ninety (90) days and then only by written notification delivered to the Town DPW, 3337 Victory Street, P.O. Box 830, Manchester, Maryland, 21102.

- The Town will send written notice of award to the successful proposer, which shall constitute acceptance of the successful firm’s proposal. The terms and conditions stated in the proposal documents and the firm’s proposal shall constitute the contract.
- The Town will notify the unsuccessful firms in writing after the award and will advise as to when proposer’s securities will be returned.

Exceptions:

- The Proposer shall furnish a statement on company letterhead giving a complete description of all exceptions. Failure to furnish this statement will mean that the Proposer agrees to meet all requirements of the bid documents.

Payment:

- If the proposer proceeds properly to perform and complete the terms and conditions of the specifications and contract, the Town may, at its discretion, from time to time as tasks are completed, grant to the bidder an estimate of the amount already earned, which shall entitle the holder thereof to receive the amount due thereon, when the condition, if any, annexed to such estimate shall have been complied with.

Ethics in Government:

- By submitting a proposal in response hereto, the proposer acknowledges that it is familiar with the Town Ethics Code and certifies that it has no knowledge of any violation of that law; that it has no knowledge of any conflict of interest which may be caused if it is awarded a contract; and that it has not given any gift (as that term is defined in the Town Ethics Code) to anyone who has or may participate in the awarding of this contract. The requirements of this paragraph should be deemed met by the proposer if a disclosure of any fact, which might require disqualification hereunder, has been made to the Town Ethics Commission prior to submission of the proposal.

Questions or Clarifications:

Proposers must submit their questions to the Public Works Director, Mr. Rodney C. Kuhns, Rkuhns@manchestermid.gov . Questions must be submitted no later than ten (10) days before bid opening. Questions and answers will be presented as addendum to this proposal document within five (5) days or before proposal opening. The Town assumes no responsibility for oral instructions or suggestions.

Bid, Performance, Payment and Materialmen’s Bond:

BID BOND DEPOSIT REQUIRED	_____	YES	_____	X	_____	NO
PERFORMANCE BOND REQUIRED	_____	X	_____	YES	_____	NO
PAYMENT BOND REQUIRED	_____	YES	_____	x	_____	NO

Please note that if a bond is marked “NO” in the box above, the information contained in letters A, B, C, D and E below is irrelevant.

- A. BID BOND DEPOSITS shall be in the form of a Bid Bond or Certified Check made payable to the Town of Manchester, in the amount provided by the following schedule:

AMOUNT OF CERTIFIED CHECK

AMOUNT OF BID OR BID BOND REQUIRED

0 TO \$10,000.00	5% OF Total Bid
Over \$10,000.00	\$500.00 plus 1% of in excess of \$10,000.00

- B. The bid deposits will be returned to unsuccessful bidders upon the award of the agreement(s), and to successful bidders upon execution of the agreement(s) and the meeting of bond requirements.
- C. Non-performance by a successful bidder or his failure to execute the agreement or meet bond requirements within twenty (20) days after the award shall result in his deposit being forfeited to the Town as liquidated damages.
- D. Performance and Payment Bonds in the amount of 100% of the base bid will be due within twenty (20) days of contract award.
- E. Where the specifications or instructions provide for a Performance and Payment Bond requirement, the check or bond of the successful bidder will be returned upon satisfactory completion of the work or delivery and inspection of the goods and services purchased, subject to the provisions of C, and such other provisions of these instructions, or the specifications, which may apply.

Taxes:

- All proposals shall include applicable taxes. By submitting a proposal, the proposer is solely responsible for and agrees to pay, all retail sales, income, real estate, sales and use, transportation and special taxes applicable to and assessable against any materials, equipment, processes and operations incident to or involved in the construction and/or performance of services or work. The proposer is responsible for ascertaining and acquainting him/herself with such taxes and making all necessary arrangements to pay the same. Information can be obtained from the State of Maryland Comptroller of the Treasury, Revenue Administration Division, Annapolis, Maryland, 21411.

Terminations:

- Termination for Convenience: The Town may terminate a contract, in whole or in part, without showing cause, upon giving written notice to the successful Firm. The Town shall pay all reasonable costs incurred by the bidder up to the date of termination. The successful Firm will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.
- Termination for Default: When the successful Firm has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the Town. Failure on the part of the successful Firm to fulfill contractual obligations shall be considered just cause for termination of the contract and the successful

bidder is not entitled to any costs incurred by the successful firm up to the date of termination.

- Town may cancel the agreement, in whole or in part, without liability to successful bidder at any time before successful bidder begins work or incurs expenses for the order.
- Town may terminate this agreement, in whole or in part, without liability to successful bidder except to pay for services provided or expense incurred before termination, if any of the following occur:
 - Successful bidder becomes insolvent
 - Successful bidder files a voluntary petition in bankruptcy
 - An involuntary petition to have successful bidder declare bankrupt is filed
 - A receiver or trustee is appointed for successful bidder
 - Successful bidder executes an agreement or assignment for the benefit of creditors
 - Successful bidder breaches any of the terms of this agreement
 - Successful bidder fails to make progress on this order so as to endanger its performance
 - The occurrence of fire, act of God, or other event beyond Town's control which makes Town's performance impracticable or impossible
 - Any other cause
- If Town terminates the order pursuant to this agreement; successful Firm shall immediately cease work and incur no additional expenses relating to this order except as Town may direct in its termination notice. Town shall pay a successful Firm an amount as negotiated between Town and successful Firm for services provided before termination. If Town and successful Firm are unable to agree on the amount to be paid, Town will pay successful bidder, and successful Firm hereby agrees to accept in full payment:
 - The stipulated price for services completed and received before termination.

Interpretation – Maryland Law Prevails:

- The contract resulting from this solicitation shall be construed under the laws of the State of Maryland.

Patent Infringement:

- The successful Firm to indemnify, protect and save harmless the Town, its officers, agents and employees with respect to any claim, action, cost or judgement for patent infringement, arising from services covered by this contract.

The Americans with Disabilities Act:

- The Americans with Disabilities Act applies to the Town and its programs, services, activities and facilities.

Correction:

- The successful Firm shall promptly correct all work determined by the Town to be incorrect or failing to conform to the Contract Documents within one year after final acceptance.
- The successful Firm shall bear all cost of correcting rejected work, including compensation for Engineer's additional services.
- The successful Firm shall remedy at his own expense all incorrect or non-conforming portions of the Work which have not been corrected, unless the Town waives this requirement in writing.
- If successful Firm fails to correct incorrect or non-conforming work, the Town may correct it at the Engineer's expense.

Change Orders:

- Town may require changes in this order. Adjustments to the contract cost resulting from a change order shall be in writing and binding upon Town and successful bidder. No change order or price adjustment shall be binding on Town unless in writing signed by Town's authorized representative.

Remedies:

- The remedies reserved to Town in this Agreement are in addition to any other remedies available under law. Town's failure to enforce explicit waiver of any breach of this Agreement shall not constitute a waiver of future breaches.

Use of Information:

- All specifications, drawings, sketches, models, technical information, and data (hereinafter "information") furnished to successful Firm for this Order shall remain Town's property and shall be returned to Town upon request. All information provided by Town shall be confidential and may be used by successful Firm only to fill this Order.
- Information provided by successful Firm shall not be confidential and shall be free from restriction (other than patent infringement), unless Town agrees otherwise in writing.

Compliance with Law:

- Successful Firm shall comply with all applicable state, federal and local laws, rules and regulations.

Independent Contractor Status:

- The work to be performed under this contract will be performed entirely at the successful Firm's risk.

Indemnity:

- The successful Firm shall protect, hold free and harmless, defend and indemnify the Town, including its officers, agents and employees, free from all liability, penalties, cost, law suits, damages, expenses, death of any person or damage to property of any kind, which injury, death or damage arises out of, or is any way connected with the performance of the work under this contract.

Delegation:

- Successful Firm may not delegate its duties under this Agreement without Town's written consent.

Nondiscrimination in Employment:

- During the performance of this agreement, the successful Firm agrees as follows:
 - The successful Firm will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, sexual orientation, age, mental or physical disability, marital status or national origin. The successful Firm will take affirmative action to ensure that applicants are employed without regard to their race, creed, color, religion, sex, sexual orientation, age, mental or physical disability, marital status or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The successful Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth the provisions of this nondiscrimination clause.
 - The successful Firm shall, in all solicitations or advertisements for employees placed by or on behalf of the successful Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, sex, sexual orientation, age or mental or physical disability or marital status.
 - The successful Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of the contractor's or Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - The successful Firm shall furnish, if requested by the Town, a compliance report concerning his employment practices and policies in order for the Town to ascertain compliance with the special provisions of this agreement concerning nondiscrimination in employment.
- In the event of the successful firm's noncompliance with the nondiscrimination clause of this agreement, this agreement may be canceled, terminated, or suspended in whole or in part and the successful firm may be declared ineligible for further Town work.
- The contractor shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract or purchase order utilized by said contractor in order to carry subcontract or purchase order utilized by said contractor in order to carry out the terms and conditions of this agreement so that such nondiscrimination in employment provisions shall be binding on each subcontractor or Firm.