

SOUTH CENTRAL WASTEWATER AUTHORITY
REQUEST FOR PROPOSALS: 22-002
PROFESSIONAL ENGINEERING SERVICES
NUTRIENT REDUCTION PROJECT

I. PROJECT CONTACT

James C. Gordon
Assistant Executive Director SCWWA/ARWA
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Petersburg, VA 23803
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(804) 861-0111 ext. 202

II. PROJECT SCOPE

The South Central Wastewater Authority (Authority) is seeking statements of qualifications for professional engineering services to complete the Nutrient Reduction Project. The project design has been completed and a Certificate to Construct has been issued by the Department of Environmental Quality. The project has been advertised twice and the bids have been rejected. In each case, the bids have been rejected for significantly exceeding available funds. This project is part of the Enhanced Nutrient Removal Certainty Program. Funding is from three sources: Local Share – Authority’s five members, ARPA, and WQIF grant.

The scope for completion of the project includes:

- Perform a Cost Benefit Analysis.
- Breaking the large project into smaller, phased projects. The engineer will need to determine the phases and lines of demarcation. A separate Certificate to Construct shall be submitted for each phase.
- Construction administration and resident inspection for an estimated five-year construction period.
- Start up support and process optimization and modeling. Process modeling results will be provided to the Authority.
- Provide complete and updated operation and maintenance manuals.
- Submit Certificates to Operate for each completed project.
- Project Closeout.

INSTRUCTIONS TO FIRMS SUBMITTING PROPOSALS

- A. Responses are due by Thursday, December 22, 2022, at 4:00 pm. Submit one (1) original electronic copy on a USB and three (3) printed copies to:

James C. Gordon
Assistant Executive Director SCWWA/ARWA
South Central Wastewater Authority
900 Magazine Road
Petersburg, VA 23803

Preferred method of submission is by courier or US mail. Emailed proposals will not be accepted.

- B. Questions related to technical aspects of the requested engineering services and the selection process should be directed, in writing, to:

James C. Gordon
Assistant Executive Director SCWWA/ARWA
South Central Wastewater Authority
900 Magazine Road
Petersburg, VA 23803
jgordon@scwwa.org

All responses to inquiries will be in writing and will be provided to all prospective firms providing responses. All written inquiries must be received by the Authority by noon on Friday, December 16, 2022, to ensure that the answers can be distributed to the firms for their consideration prior to the date proposals are due.

- C. All responses must be clearly marked in the lower left corner: **Sealed Submittal, RFP#: 22-002, Professional Engineering Services.** Submittals not so marked shall be returned to the Offeror and will not be considered. Submittals shall clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, individual). Submittals shall be signed above the typed or printed name and title of the individual signing on behalf of the Offeror. All expenses for making submittals to the Authority shall be borne by the Offeror. All submittals shall be received by 4:00 pm, Thursday, December 22, 2022. Any submittal received after this time and date will not be considered. The Offeror has the sole responsibility to have their submittal received by the Authority at the above address in paragraph B. and by the above stated date and time. Please note that Federal Express and other overnight delivery services do not guarantee morning delivery to Petersburg, VA. Next day delivery usually arrives in mid-to-late afternoon. If you will be using one of these services for delivery of your proposal, please take this information into consideration.

Clearly identified proprietary information will not be disclosed during the selection process.

- D. The Offeror must submit qualifications which demonstrates and provides evidence that the Offeror has the capabilities, professional expertise, and experience to perform the professional engineering services described in the RFP.
- E. Offerors are responsible for familiarizing themselves with the conditions and objectives of the proposed work. A pre-submission conference will not be held.
- F. The successful respondent will be issued a purchase order by the end of January 2023.

III. PROPOSAL REQUIREMENTS

- A. All Offerors submitting qualifications must include a statement of qualifications of those engineers and other professional technical personnel who would be performing services for the Authority, and separate statements of qualifications for any associated engineers of other firms which may be expected to contribute services for the engineering work described herein.
- B. The Statement of Qualifications should be concise as possible. The proposal should not exceed fifty pages.

IV. EVALUATION CRITERIA

- A. Proposals will be evaluated under the following criteria:
 - (a) 20% - Experience of the Offeror in providing engineering services related to project management and resident inspection
 - (b) 20% – Experience providing start up support and process optimization on similar projects.
 - (c) 20% - Qualifications of the Offeror’s project manager and project team.
 - (d) 15% - Experience performing Cost Benefit Analysis.
 - (e) 15% - Overall qualifications and experience of the Offeror’s company and any subconsultants to be used.
 - (f) 10% - Demonstration of ability to resolve construction conflicts.

V. TERMS AND CONDITIONS

- A. RFP Proposal and Clarification

The Authority reserves the right to request clarification of information submitted and to request additional information of one or more Offerors. Each Offeror shall examine the RFP documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made in writing to the Authority's assistant executive director by the date and time specified. The Authority shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written addendum signed by the Authority's assistant director is the only official method whereby interpretation, clarification, or additional information can be given. The Authority will provide by email to all Official RFP holders any addenda which are issued to this RFP. Official RFP holders are those who obtain an RFP from the Authority's assistant executive director formally in writing.

B. Proposal Withdrawal

Any submission may be withdrawn until the time set above for the receipt of the submission.

C. Contract Award

The Authority reserves the right to accept or reject any or all submissions to waive irregularities and technicalities, and to request resubmission or additional information. The Authority reserves the right to award the contract to the most responsible and responsive Offeror, resulting in a negotiated agreement that is in its best interests, and the Authority's decision shall be final.

D. Contract Forms

Any contract resulting from this RFP shall be on Engineers Joint Contract Documents Committee (EJCDC) forms.

E. Termination for Convenience

The Authority shall have the right to terminate at the Authority's convenience, with or without cause, any contract resulting from this RFP by specifying the date of termination in a written notice. In this event, the Engineer shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced shall become the property of the Authority.

F. Assignment of Interest

The Engineer shall not assign any interest in the resulting contract and shall not transfer any interest in the same without prior written consent of the Authority, of which the Authority shall be under no obligation to grant.

G. Release of Data

No reports, information or data given to or prepared by the Engineer under the resulting contract shall be made available to any individual or organization by the Engineer without the prior written approval of the Authority, which approval the Authority shall be under no obligation to grant.

H. Gender Reference

Words of any gender used in any contract resulting from this RFP shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.

I. Binding Effect

The terms, provisions, covenants, and conditions contained in any resulting contract shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.

J. Governing Law

Any contract resulting from the RFP shall be governed by the laws of the Commonwealth of Virginia.

K. Non-Discrimination

During the performance of any contract resulting from this RFP, the Engineer agrees:

1. Not to discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin in a bona fide occupational qualification reasonably necessary to the normal operation of the Engineer. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. That in all solicitations or advertisements for employees placed by or on behalf of the Engineer to state that the Engineer is an equal opportunity employer.
3. That notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section V, Subsection K.

The Engineer shall include provisions of the forgoing paragraphs 1, 2, and 3 in every purchase order for vendor (s) associated with the Authority.

L. Insurance

During the performance of any contract resulting from the RFP, the Engineer shall have and keep current insurance whichever is greater in scope or amount as follows:

1. Worker's Compensation Insurance in compliance with all states in which Engineer does business, including coverage B Employee's liabilities in not less than the following amounts:
 - i. Bodily Injury by accident, \$100,000 for each accident;
 - ii. Bodily Injury by disease, \$500,000 policy limit;
 - iii. Bodily Injury by disease, \$100,000 for each employee.
2. Public Liability insurance in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent contractors, and personal liability.
3. Automobile liability insurance in an amount not less than \$500,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned vehicles.

The insurance specified herein shall name the Authority as additional insured with regard to work performed under any subsequent contract. The policies shall provide that the Authority is to receive written notice by certified mail, sixty (60) days in advance of cancellation or alteration of the policies. Engineer shall provide the Authority with copies of certificates of insurance coverage and proof of payment of all premiums.

M. Ethics in Public Contracting

Engineer hereby certifies that it has familiarized itself with Article 4 of Title 11 of the Virginia Public Procurement Act, Section 11 – 72 through 80, Virginia Code Annotated, and that all amounts received by it, pursuant to this procurement, are proper and in accordance herewith.

N. Partial Invalidity

Neither any payment for, nor acceptance of, the whole or any part of the services by the Authority, nor any extension of time, shall operate as a waiver of any provision of any contract resulting from this RFP, nor any power herein reserved to the Authority, or any right to damages herein provided, nor shall any waiver of any breach of any contract be held to be a waiver of any other or subsequent breach. Failure of the Authority to require compliance with any term or condition

of any contract shall not be deemed a waiver of such term or condition nor a waiver of the subsequent enforcement thereof.

O. Release and Ownership of Information

The Authority shall make a good faith effort to identify and make available to the Engineer all non-confidential technical and administrative data in the Authority's possession which the Authority may lawfully release including, but not limited to contract specifications, drawings, correspondence, and other information specified and required by the Engineer and relating to its work under this contract. The Authority reserves the rights of ownership to all material given to the Engineer by the Authority and to all background information, documents, and computer software and documentation developed by the Engineer in performing any contract from this RFP.

Any patentable treatment process modifications developed from original research performed by current and/or former staff of the Authority is, and shall remain, the property of the Authority.

P. Indemnity

The Engineer shall indemnify and hold harmless the Authority against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work described herein, provided that any such claims, damages, losses or expenses (1) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) are caused in whole or in part by any negligent acts or omissions of the Engineer, any Subconsultant, or anyone directly or indirectly employed, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification clause shall apply to the fullest extent permitted by law.

Q. Subcontractors and Assignments

The Engineer shall not sublet or assign this contract or any portion thereof without the prior written consent of the Authority. In seeking consent for any subcontract or assignment, the Engineer shall furnish all information required by the Authority to permit the Authority to ascertain the qualifications of the proposed subconsultant to perform the work, and the Engineer shall submit a copy of the subcontract to the Authority for approval. The subcontract shall incorporate by reference all provisions and conditions of the contract resulting from the RFP.

R. Examination of Records

The Engineer agrees that the Authority or any duly authorized representative shall, until the expiration of three years after final payment hereunder, have access

to and the right to examine any and copy any directly pertinent books, documents, papers and records of the Engineer involving transactions related to any contract resulting from this RFP. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claims.

S. Hold Harmless

The Engineer, in any contract resulting from this RFP, shall pay all royalties and license fees necessary for performance of the contract. The Engineer shall defend all suits or claims for infringement of any patent rights, or any other proprietary rights arising from or related to performance of the resulting contract and shall save the Authority harmless from any and all loss, including reasonable attorneys' fees, on account thereof.

T. Attorney's Fees

In the event of any action brought by either party against the other to enforce any of the obligation hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

U. Utilization of Information

As may be allowed by law, any information, ideas, or concepts that the Authority receives during the procurement process from any Offeror's written proposal, any discussion or interview with the Offeror or as a result of any portion of the procurement process for the services described in this RFP shall become the property of the Authority. The Authority may use this information for any purpose without compensation to the Offeror from whom the information was received.

V. Non-binding cost estimate

Respondents shall provide a non-binding cost estimate for each bullet item stated under II. Project Scope in a separate sealed envelope as part of the submittal.