

AMHERST COUNTY SERVICE AUTHORITY REQUEST FOR PROPOSALS (RFP) PROFESSIONAL ENGINEERING SERVICES JAMES RIVER RAW WATER INTAKE February 8, 2023

PROPOSALS SHALL BE MAILED OR HAND DELIVERED TO:

Amherst County Service Authority P.O. Box 100 / 113 Phelps Road, Madison Heights, VA 24572

NON-MANDATORY PRE-PROPOSAL MEETING: A meeting will be conducted at the job site at 286 Trents Landing Road, Madison Heights, VA 24572 on February 22, 2023 at 2:00 pm, local time.

PROPOSAL DUE DATE AND TIME: Sealed proposals will be received on March 13, 2023 at 2:00 pm, local time.

<u>OUESTIONS DUE DATE AND TIME:</u> Questions from Offerors must be received by Amherst County Service Authority by March 1, 2023, 2:00 pm, local time. All questions and requests for information must be mailed or hand delivered (address above) or emailed (rhopkins@acsava.com) to Robert A. Hopkins, PE, Executive Director. All responses will likewise be in writing, by addendum; the Service Authority is not responsible for verbal clarification of information.

The party submitting the Proposal acknowledges the provisions, terms, and conditions of this RFP, including all attachments and addenda, and agrees to be bound by those provisions, terms, and conditions. Further, the party certifies that all information submitted in its response to this RFP is correct and true. The person signing this form shall be an authorized signatory officer of the corporation or an individual authorized by the by-laws of the corporation that has been given authoritative responsibility to bind the firm in a contract.

Updates will be posted on the Amherst County Service Authority website, https://www.acsava.com. It is the Offeror's responsibility to check for updates.

Name and Address of Firm:	
	Date:
	By:
Phone and Fax Nos.:	Signature in ink by Officer of Corporation
DUNS # / UEI #:	Name:
State of Incorporation:	Title:
State Corp. Commission No.	Email:

Are you, or any member of your immediate family, or any person part of your company that, if awarded, will provide services for Amherst County Service Authority, employed by Amherst County Service Authority or Amherst County or a member or part of any Amherst County Service Authority or Amherst County committee, board, or commission?

Circle One: YES NO

Receipt of the following Addenda are acknowledged:

Addendum No. 1 Dated: _______

Addendum No. 2 Dated: _______

Addendum No. 3 Dated: _______

(Return this two page form with proposal.)

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Request for Proposals: Professional Engineering Services – James River Raw Water Intake

I. PURPOSE

Amherst County Service Authority, Virginia (the Service Authority) invites written proposals from qualified engineering firms to provide professional engineering services to design and oversee the construction of necessary infrastructure associated with the James River Raw Water Intake.

II. BACKGROUND INFORMATION

In 2002, the Service Authority was permitted, installed, and operated an emergency raw water withdrawal from James River due to extreme drought conditions. Temporary pumps were used to pump water from James River to the headwaters of the Dan E. French Reservoir on Graham Creek via a 12" raw water pipe that discharges at the headwaters of the reservoir.

The current VA Dept. of Environmental Quality (DEQ) permit for the Service Authority's Henry L. Lanum, Jr. Water Filtration Plant, issued May 7, 2010, includes a condition that requires the Service Authority to construct and place into operation a permanent tertiary raw water intake on James River by May 7, 2025. Preliminary 2010 sketches of one possible design for an intake structure in James River and proposed pump building have been used for VA Marine Resources Commission (VMRC) permitting. The approved VMRC permit for the project expires April 30, 2025. Copies of these documents are attached.

The 2010 preliminary sketches, prepared by engineering consultant Arcadis, are attached. They show the pumphouse at the river's edge, a suction line across the river, and a pump discharge line to the existing 12" raw water pipe at the top of the bluff above the river. More recent (2015) sketches by engineering consultant Hurt & Proffitt, Inc. are also attached, showing the project area and indicating the suction line may not need to extend so far into the river. Another change the Service Authority wants explored by the selected Consultant is moving the pumphouse to the bluff.

III. SCOPE OF SERVICES

The Service Authority is seeking written proposals from qualified engineering firms for design and construction services for all infrastructure related to the James River Raw Water Intake. The Service Authority is requesting these services to design the raw water intake, pump station, and discharge piping; provide complete project bid documents, including drawings and specifications; and provide bid phase assistance, construction administration, and construction inspection.

All services shall be performed in compliance with industry standards and pertinent Federal, State, and local laws, ordinances, regulations, and permits, including, but not limited to, those of the Service Authority, Amherst County, U. S. Environmental Protection Agency, U. S. Army Corps of Engineers, VA Dept. of Health, VA Dept. of Environmental Quality, VA Marine Resources Commission, and VA Occupational Safety and Health Agency. This project has the potential to involve Federal funding and may require compliance with Federal guidelines.

It is expected that the Service Authority will require various services leading to the completion of the project. Those services include, but are not limited to, the following:

A. PRELIMINARY DESIGN EVALUATION

- a. Review existing permits and design sketches;
- b. Topographic survey of the project site, including bathymetric survey;
- c. Environmental investigation / permitting for floodplain studies, environmental assessments, wetland studies, etc.;
- d. Geotechnical investigation of the project site, including James River;
- e. Hydraulic analyses of the proposed design alternatives;
- f. Design options and preliminary costs for alternate pumpstation locations and pump designs.;
- g. Review with the Service Authority possible alternatives to the Arcadis preliminary design.

B. DESIGN

- a. Design / permitting services for construction of a new raw water intake, pump station, and connection to the existing 12" raw water line to the Service Authority reservoir;
- b. Development of bid documents, including design drawings and technical specifications;
- c. Project cost estimating services (feasibility level through bid level) and project scheduling;
- d. Project constructability reviews, value engineering reviews, and peer reviews;
- e. Local site permitting services for site plans, grading permits, stormwater, etc.

C. BID PHASE

- a. Coordinate project advertisement;
- b. Coordinate issuance of bid documents to prospective bidders;
- c. Address plan holder Requests for Information (RFI);
- d. Conduct a pre-bid conference;
- e. Issuance of addenda, as required;
- f. Conduct the receipt and opening of bids;
- g. Review bids from responsible / responsive bidders and issue a bid tabulation;
- h. Provide a bid award recommendation to the Service Authority;
- i. Issue a Notice of Award upon acceptance of the recommendation by the Service Authority.

D. CONSTRUCTION

- a. General construction administration (e.g. document control, shop drawing review, payment requests review, meeting coordination, project close-out, punch-list development, etc.);
- b. Construction inspection services;
- c. Construction schedule and schedule update reviews;
- d. Submittal review, RFI responses and change order support services;
- e. Review of contractor payment applications and claim support;
- f. Start-up, commissioning, testing, and training; and
- g. Operations & Maintenance manual and record drawing development.

Additional civil and environmental engineering and / or related services may also be needed as directed by the Service Authority.

Continuous professional involvement will be required throughout the project and will include, but not be limited to, scope / budget development, regular progress reports / meetings, preparing reports, processing invoices for services, and timely response regarding project issues and correspondence. In addition to the technical services listed above, general project support will require participation at project meetings (with internal and / or external stakeholders), and, as requested, represent the Service Authority during interactions with other agencies and the public.

IV. INSTRUCTIONS TO OFFERORS

A. This procurement shall be conducted in accordance with the competitive negotiation procedures found in the latest edition of the Amherst County Purchasing Manual.

https://www.countyofamherst.com/egov/documents/1614269307 10067.pdf

B. Questions related to the RFP shall be directed to:

Robert A. Hopkins, PE, Executive Director, Amherst County Service Authority

Office phone: 434-846-1605 Cell phone:

434-221-8757

E-mail:

rhopkins@acsava.com

Questions or requests for clarification shall be mailed, emailed, or hand delivered. It is the responsibility of the Offeror to ensure that questions or requests are received in time for response by any deadline. All responses to inquiries will be in writing in the form of a written addendum and will be emailed to all plan holders, as well as being posted on the Service Authority website at https://www.acsava.com. It is the plan holder's responsibility to check the web site for updates. Questions from Offerors must be received by the Service Authority by the date identified on the front of this solicitation in order to ensure that the answers can be sent and received by the prospective Offerors for their consideration prior to the date proposals are due. The Service Authority is not responsible for verbal clarification of any information.

C. Five (5) copies and one (1) original, indicated as "Original", of the Proposal, along with an electronic copy of the Proposal on a virus-free flash drive, either in Microsoft Word or PDF format, shall be submitted to:

Amherst County Service Authority Robert A. Hopkins, PE, Executive Director 113 Phelps Road / PO Box 100 Madison Heights, VA 24572

Should the Proposal contain proprietary information, Offeror shall provide one (1) electronic, redacted copy of the Proposal with proprietary portions removed or blacked out on the flash drive. This copy shall be clearly marked "Redacted Copy". A completed copy of Attachment A, Trade Secrets/Proprietary Information Identification, should be included. The classification of an entire proposal document as proprietary or trade secrets is not acceptable. The Service Authority shall not be responsible for the Offeror's failure to exclude proprietary information from this redacted copy. No other distribution of the Proposal shall be made by the Offeror.

D. Proposals must be in a sealed envelope or box, clearly marked with the following information: "Sealed Proposal, Amherst County Service Authority James River Raw Water Intake" and company name and address. Proposals not so marked or sealed shall be returned to the Offerors and not be considered. Proposals shall clearly indicate the legal name, address, and telephone number of the Offeror (company, firm, partnership, or individual). Proposals shall be signed above the typed or printed name and title of the individual signing on behalf of the Offeror. All expenses for making Proposals to the Service Authority shall be borne by the Offeror. Proposals shall be received by the time and date identified on the front of this solicitation. The time of receipt shall be determined by the time clock stamp at the Service Authority Water Office. Proposals received after such time and date will not be considered.

The Offeror has the sole responsibility to have the Proposal received by the Service Authority at the above address and by the above stated time and date. It is the Offeror's responsibility to ensure that submittal(s) arrive on-time. No exceptions will be made for delays by Federal Express or other overnight delivery services. If an Offeror uses one of these services for delivery of a Proposal, this must be taken into consideration.

Inclement Weather: In the event that the Service Authority Water Office is closed during the scheduled time for a pre-proposal conference or proposal opening, the conference or opening will occur on the next business day that the Service Authority is open at the appropriate times as stated in the RFP. No exceptions will be made in this situation. Contact the Service Authority as stated in the RFP for information pertaining to this procurement.

- E. The Offeror shall submit a Proposal that demonstrates and provides evidence that the Offeror is able to provide suitable services and has the capabilities, professional expertise, and experience to provide the required professional engineering services for the Service Authority.
- F. Offerors are responsible for familiarizing themselves with the professional engineering services requirements, objectives, and terms and conditions of the services described herein.

G. The Service Authority anticipates the following tentative timetable to select a Contractor and implement a contract(s):

Date

February 12, 2023 March 13, 2023 March 21 – 24, 2023 April 5, 2023 April 17, 2023

Activity/Event

Request for Proposal Issued Proposals Received Offeror Interviews Notification to Selected Offeror Contract Effective Date

H. The Service Authority anticipates the following tentative timetable to complete project design and construction before the May 7, 2025 deadline in the 2010 DEQ permit:

Date

July 1, 2023 September 1, 2023 January 1, 2024 February 1, 2024 April 1, 2024 April 15, 2023 May 1, 2024 April 30, 2025 May 7, 2025

Activity/Event

Preliminary Services Complete
Preliminary Design Complete
Final Design Complete
Bid Documents Complete
Bidding Complete
Contract Effective Date
Construction Start
Construction Complete
Operations Start

I. Any vendor transacting business with the Service Authority is required to be organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 and include in its proposal the identification number issued to it by the State Corporation Commission. An offeror not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. A copy of the Offeror's State Corporation Commission Certificate and a list of officers should be included with the Proposal submittal.

V. PROPOSAL REQUIREMENTS

- A. Proposals shall provide all information necessary for the Service Authority to completely and adequately evaluate the qualifications, experience, expertise, and ability of the proposing firm to perform all necessary professional engineering services related to the James River Raw Water Intake design and construction. Offerors shall include a description of the organization and staff experience as it relates to meeting the Service Authority's specific needs, including experience administering similar contracts for government and water utility entities. The response shall address the firm's size, structure, number of years in business, and office location for each member of the proposed organizational chart, and list prior similar projects.
- B. The written Proposal shall contain a <u>CONCISE</u> summary of the subject items described in Section VI, Proposal Evaluation Criteria. Responses should be thorough and detailed, so the Service Authority may properly evaluate the capabilities to provide the required services.
- C. The Proposal shall clearly indicate and provide a listing of key individuals to be assigned to the Service Authority contract, specify their role in administering the Contract, and provide a current biography / resume for each individual.

- D. The Offeror shall provide information on any subcontractors or subconsultants that are necessary to provide the services required. Company name, address, telephone number, experience, and personnel qualifications shall be provided.
- E. The Offeror shall indicate any exceptions taken to the Scope of Services of this Request for Proposals. Offerors shall fill out and clearly identify any proprietary information on Attachment A and return it with the Proposal. Identify the specific data or other materials for which protection is sought, indicate the section and page number where it can be found in the Proposal, and state the reasons why protection is necessary in accordance with the Code of Virginia, Chapter 43, § 2.2-4342. For more details see Section VII, Terms and Conditions, Paragraph Q, Freedom of Information Act.
- F. The Offeror shall include a copy of the State Corporation Commission Certificate of Good Standing and a list of officers with their proposal response, as identified in Section IV, Subdivision J.
- G. The Offeror shall include in the Proposal a table of contents, with all pages of the Proposal numbered, and an introduction / cover letter / executive summary on company letterhead, signed by a person with the corporate authority to enter into a Contract which may result from this RFP.
- H. The Proposal submitted by the Offeror shall include, at a minimum, the following:
 - a. The Proposal shall address each requirement identified in the Scope of Services.
 - b. The Proposal shall provide evidence that demonstrates the ability to provide the services within reasonable completion dates and within budget.
 - c. The Proposal shall include the proposed approach, specific plan, and schedule for providing the requested services.
 - d. The Proposal shall provide information on the corporate structure of the firm, as well as any proposed subcontractors required to perform the required work.
 - e. The Proposal shall include, as appendices, the following information:
 - A detailed list and descriptions of completed similar type and size projects for similar owners and a resume of personnel expected to be assigned to this Contract, including the name(s) of the partner(s) in charge;
 - ii. The Proposal shall provide a minimum of three (3) references of other similar size and type projects/contracts for similar owners, who can attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints and successfully and expeditiously respond to problems. Include names and addresses, contact persons, telephone numbers, and email addresses of all references. The Service Authority reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror. References may or may not be reviewed or contacted at the discretion of the Service Authority. Amherst County Service Authority cannot be listed as a reference.
 - f. The Contract for this RFP will be executed in accordance with the ability of the Selected Offeror, as determined by the Service Authority from the Proposal, interview, references, and any other available information, to complete the scope of services in the RFP and achieve the project results required by the Service Authority within the project budget and schedule. Contract cost will be negotiated with the Selected Offeror.

VI. PROPOSAL EVALUATION CRITERIA

A. Selection of the successful Offeror will be based upon the following selection criteria:

	EVALUATION CRITERIA	WEIGHT
1.	Experience, technical capabilities, professional competence, and qualifications of the proposing firm and project personnel, especially those assigned to perform the specific work in the RFP Scope of Services. Staff assigned shall possess minimum 5 years experience in water withdrawal projects planning, necessary ancillary services, design, regulatory permitting, project funding, operations and maintenance, cost estimating, project management, scheduling, budgeting, and construction administration, and inspection.	40
2.	Clearly demonstrated understanding of work to be performed and completeness and reasonableness of the Offeror's plan to accomplish the Scope of Services within schedule and budget.	20
3.	Past performance, project scheduling performance, and general completion of past projects on time and within budget.	20
4.	Interview / Oral Presentation.	15
5.	References and other information.	5
	TOTAL	100

- B. The Selection Committee will evaluate submitted proposals, references, and available information about all Offerors, ask questions of a clarifying nature from Offerors as required, and determine proposals that are most responsive. Each Committee member will complete a Proposal evaluation for each submittal received. A composite rating will be developed which indicates Committee collective ranking of proposals in descending order. If necessary, the Committee will engage in individual discussions with two or more Offerors deemed the most fully qualified, responsible, and suitable on the basis of the Committee's evaluations. These Offerors will be requested to make oral presentations to the Committee to explain their proposals, answer questions, and elaborate on their plans for prosecuting the project.
- C. At the conclusion of the evaluation of all submitted Proposals and Offerors, on the basis of evaluation criteria cited in VI.A, Proposal Evaluation Criteria, and any other information developed in the selection process to this point, the Selection Committee will select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a Contract satisfactory and advantageous to the Service Authority can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on, until such a Contract can be negotiated at a fair and reasonable price. Upon completion of such negotiations, that successful Offeror and the Service Authority shall execute the Contract, the Notice to Proceed will be issued, and the successful Offeror will begin work.

The Service Authority reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified firm, or to modify, terminate and re-advertise at a later date, or cancel in part or in its entirety this Request for Proposal, if it is in the best interest of Amherst County Service Authority to do so.

VII. TERMS AND CONDITIONS:

A. Acceptance, Invoicing, and Payment

The Service Authority will make monthly progress payments to the Consultant, net thirty (30) days or in accordance with discount terms offered, after receipt of acceptable invoices for completed work resulting from this RFP.

Nothing herein or in the process shall be construed as having obligated the Service Authority to pay for any expenses incurred by respondents to this RFP, or to the selected Consultant prior to the Service Authority Board of Directors approval of a consultant services contract.

Pursuant to Virginia Code § 2.2-4354, (1950, as amended), the Consultant covenants and agrees:

- 1. Within seven (7) days after receipt of amounts paid to the Consultant under the Contract:
 - (i) To pay any subconsultant for its proportionate share of the total payment received from the Service Authority attributable to the work under the Contract performed by such subconsultant, or
 - (ii) notify the Service Authority and the subconsultant, in writing, of its intention to withhold all or part of the subconsultant's payment and the reason therefore;
- 2. To provide its Federal employer identification number or social security number, as applicable, before any payment is made to the Consultant under the Agreement;
- 3. To pay interest at the legal rate or such other rate as may be agreed to in writing by the subconsultant and the Consultant on all amounts owed by the Consultant that remain unpaid after seven (7) days following receipt by the Consultant of payment from the Service Authority for work performed by the subconsultant under the Agreement; and
- 4. To include in its contract(s) with any and all subconsultants the requirements of 1, 2, and 3 above.

B. Attorney's Fees

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs, and expenses, except, in a case of default by the Consultant, the Consultant shall be responsible for any resulting additional purchase and administrative costs including, but not limited to, fees and charges of engineers, attorneys, and other professionals and all court or other dispute resolution costs.

C. Audit

The Consultant shall keep and require each of its subconsultants, if any, to keep, at no additional cost to the Service Authority, full and detailed accounts of costs chargeable to the Service Authority during the project, and for five (5) years following completion. The Service Authority shall be afforded full access to accounts, records, and supporting documents for review, audit, copy (such copies will be the property of the Service Authority), and verification of costs. Audit access to the Consultant's records in lump sum or unit price areas when applicable shall be sufficient to satisfy the Service Authority that all quantities meet the payments to its subconsultant(s) and supplier(s). The Consultant shall remit promptly to the Service Authority the amount of any adjustment(s) resulting from the audit.

D. Availability of Funds

It is understood and agreed between the parties herein that the Service Authority shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

E. Binding Effect

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.

F. Compliance of Law

The Consultant providing materials and services to the Service Authority under any Contract resulting from this RFP represents and warrants to the Service Authority that it is:

- 1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginians with Disabilities Act, the Americans with Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, and, as applicable, to the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended.
- 2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code§ 2.2-4311.1;
- 3. Not requiring, and shall not require, any employee or subcontractor to sign an internal confidentiality agreement or statement prohibiting or otherwise restricting, or purporting to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a department or agency authorized to receive such information, or otherwise violate any Federal and State laws and regulations protecting employees from reprisal against whistleblowing;
- 4. Complying with Federal, State and local laws and regulations applicable to the performance of the goods and services procured; the work performed pursuant to the Contract shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth of Virginia. The Consultant's work performed under this Contract shall meet all appropriate industry standards and permits, rules, and regulations;
- 5. Complying fully with the Virginia Conflict of Interest Act; and
- 6. Authorized to transact business in the Commonwealth of Virginia, pursuant to Section 2.2-4311.2 of the Code of Virginia.

G. Contract Award

The Service Authority has the right to award a contract to more than one Offeror, if it is in the Service Authority's best interest, to provide adequate services in accordance with the criteria found in the Scope of Services. Should the Service Authority determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a Contract may be negotiated and awarded to that Offeror. The Service Authority reserves the right to award the Contract to the most qualified, responsible, and responsive Offeror(s), resulting in negotiated agreement(s), which is / are most advantageous to and in the best interest of the Service Authority. The Service Authority shall be the sole judge of the Proposals and the resulting negotiated agreement(s) that is / are in the public interest, and the Service Authority's decision(s) shall be final.

H. Contract Changes

No verbal agreement or conversation with any officer, agent, or employee of the Service Authority, either before or after execution of the Contract resulting from this Request for Proposal (RFP), RFP addendum, or follow-on negotiations, shall affect or modify any term or obligation contained in the Contract. No alterations to the terms and conditions of the Contract shall be valid or binding upon the Service Authority unless made in writing and after Service Authority Board of Directors approval is achieved.

I. Contract Documents

The Contract entered into by the Service Authority and the Consultant shall consist of this Request for Proposal, any addendum(s) issued, the Consultant's Proposal, the Service Authority standard form of agreement (Engineering Joint Contract Documents Committee, E-500 Standard Form of Agreement Between Owner and Engineer), and any approved change orders issued, all of which shall be referred to collectively as the Contract Documents. Additional documents which the parties agree to include as Contract Documents may be set forth in the final Contract.

J. Definitions:

- 1. Consultant: The professional entity that contracts with Amherst County Service Authority to provide the services herein for the Service Authority.
- 2. Service Authority: Wherever "Service Authority" appears, it shall be understood to mean Amherst County Service Authority, a branch of Commonwealth of Virginia government under the Water and Waste Authorities Act.
- 3. Offeror: A person who makes an offer in response to a Request for Proposals.
- 4. Informality: A minor defect or variation in a bid or proposal from exact requirements of the Request for Proposals which does not affect the price, quality, quantity, delivery schedule, or project results for the goods, services, or construction being procured.

K. Design Errors and/or Omissions and A/E Professional Liability Insurance

The Consultant shall carry professional liability insurance covering negligent acts, errors, and omissions in an amount not less than 5% of the estimated cost of the Service Authority project construction designed by the Consultant, but in no event shall the amount be less than \$100,000. As an alternative to this calculated amount, the Consultant may work with the Service Authority to procure "Project Insurance" for the project which is satisfactory to the Service Authority, or the Consultant may provide a Certificate of Insurance indicating coverage in the amount of \$2,000,000 per claim and \$6,000,000 in the aggregate.

The Consultant shall maintain this insurance in force after completion of the services under the Contract for a period of five (5) years after completion of construction.

The Service Authority's review, approval, or acceptance of, or payment for, any of the services required shall not be construed to operate as a waiver by the Service Authority of any rights or any cause of action arising out of the performed work. The Consultant shall be, and remain, liable to the Service Authority for all costs of any kind incurred by the Service Authority as a result of negligent acts, errors, or omissions on the part of the Consultant, including the Consultant's subconsultants, in the performance of any of the services furnished.

The Consultant shall be responsible for all costs resulting from its errors, omissions, and other breaches of the applicable standards of care established under Virginia law, including, but not limited to, its own cost for labor and other inhouse costs; any resulting Consultant Change Order costs, including costs for demolition, cutting, patching, repairs, removal, or modification of Work that is already in place; any Service Authority delay damages; and any judgments, fines, or penalties against the Service Authority resulting from Consultant errors, omissions, or other breaches of the applicable standards of care. However, the Consultant shall not be responsible for the cost of the correct equipment or system which should have been originally specified, except the Consultant shall be responsible for any increased costs, whether the result of inflation, reordering, restocking, or otherwise, of incorporating corrected. Work into the Consultants' Contract Change Order. For purposes of determining the Consultant's share of such costs for Work which has not yet been performed, the cost of work performed by Consultant's change order shall generally be presumed to be 15% great than if the work had been included in the Consultant's Contract. The Consultant shall have the burden of disproving this presumption.

The Service Authority shall actively pursue reimbursement of costs resulting from Consultant errors, omissions, or breaches of the applicable standard of care. Upon determination that there may be Consultant financial responsibility involved, the Consultant shall be contacted by the Service Authority. The Consultant shall be advised of the design deficiency, informed that it is the Service Authority's opinion that the Consultant may be financially responsible, and requested to provide a technical solution to the problem, including cost estimate. Upon notification of potential liability, the Consultant should coordinate with the Service Authority to determine required technical support and timing to minimize delay costs. Pending final decision by the Service Authority, the Consultant will be invited to attend all price negotiations for the corrective work. The Consultant shall participate as a non-voting technical advisor to the Service Authority's negotiator. If the Consultant refuses to cooperate in the negotiations or disputes its responsibility, the Service Authority shall have the right to proceed with remedial construction and/or change order negotiations without the Consultant.

L. Drug Free Workplace

During the performance of this Contract, the Consultant agrees to (i) provide a drug-free workplace for Consultant employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so the provisions will be binding upon subconsultants or vendors.

For the purposes of this section, "drug-free workplace" means any site at which the performance of work is done in connection with this Contract awarded to the Consultant, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the Contract or on Service Authority property.

M. Ethics in Public Contracting

The Offeror hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Section 2.2-4367 through 2.2-4377, Virginia Code Annotated, and that all amounts received by it, pursuant to a Contract resulting from this RFP, are proper and in accordance herewith. By submitting their Proposals, Offerors certify that their Proposals are made without collusion or fraud; that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subconsultant in connection with the Proposals; and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

N. Examination of Records

The Consultant agrees that the Service Authority, or any duly authorized representative, shall have access to and the right to examine any and copy any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to any Contract resulting from this RFP. The period of access provided in this paragraph for records, books, documents, 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. The Consultant agrees to keep all records in accordance with the State and local retention laws including, but not limited to, Virginia Code § 55-525.27.

O. Faith-Based Organizations

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all Requests for Proposals, contracts, and purchase orders, the Service Authority does not discriminate against faith-based organizations.

"Faith-based Organization" means a religious organization that is, or applies to be, a Consultant to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If the Consultant is a faith-based organization, then the Consultant shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between AMHERST COUNTY SERVICE AUTHORITY and a faith-based organization, you are hereby notified as follows:

Neither the AMHERST COUNTY SERVICE AUTHORITY selection of a charitable or faith-based provider of services, nor the expenditure of funds under this Contract, is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate on the basis of religion, a religious belief, or refusal to actively participate in a religious practice. If objection is made to a particular provider because of its religious character, assignment to a different provider may be requested. If rights have been violated, please discuss the complaint with the provider or notify the AMHERST COUNTY SERVICE AUTHORITY Executive Director.

P. Federal Aid Provisions

When the U. S. Government pays all or any portion of the cost of a project, the Consultant shall observe all Federal laws, rules, and regulations made pursuant to such laws. The work shall be subject to inspection by the appropriate Federal agency. Such inspection shall in no sense make the Federal government a party of the Contract and will in no way interfere with the rights of either party. The Consultant shall require all subconsultants to observe all Federal laws, rules, and regulations made pursuant to such laws. Reporting requirements that are part of the regulation shall be followed in accordance with the Federal law, rules and/or regulation made pursuant to such laws. A DUNS number will be provided by the Consultant and registration with the Central Consultant Registration shall be followed according to Federal aid provisions.

Q. Freedom of Information

All information submitted to the Service Authority in response to this RFP will constitute public information pursuant to the Virginia Freedom of Information Act and will be available to the public for inspection upon request. Pursuant to Virginia Code § 2.2-4342 and Service Authority Procurement Policy § 3-27, an Offeror may request an exception to disclosure for trade secrets or proprietary information as such is defined under Virginia Code § 59.1-336, part of the Uniform Trade Secrets Act (see Attachment A to this RFP). In order to claim this exemption, an Offeror must: (1) Submit a request in writing referencing their desire to invoke the protections of Virginia Code § 2.2-4342; (2) specifically identify which data or materials they wish to have protected; and (3) articulate the rationale for why protection is necessary for the particular data or materials, to the satisfaction of the Service Authority. Failure to meet these requirements will result in the data or materials being open for inspection in response to a valid inquiry under the Virginia Freedom of Information Act and serve to waive any right of the Offeror to assert a claim against the Service Authority for disclosure of trade secrets or proprietary information.

R. Grant Funds Provision

When a project is funded in part or all by grant funds, the Consultant shall observe all rules and regulations according to the grant fund award documentation. Consultant has the responsibility to comply with all grant fund reporting requirements and any or all award documentation terms and conditions. The Service Authority will inform the Consultant if this project is funded in part or in full by grant funds.

S. Governing Law

In any Contract resulting from this RFP, the parties agree that this agreement is governed by and shall be interpreted in accordance with the Service Authority Procurement Policy, Amherst County Procurement Policy, and the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Amherst County, Virginia. The parties agree that any litigation involving this Contract shall be brought only in such court.

T. Headings

Headings in the RFP and any resulting Contract are informational only and the substance of each numbered or lettered provision shall prevail in the event of any ambiguity or inconsistency between a heading and its content.

U. Insurance

During the performance of any Contract resulting from this RFP, the Consultant shall have, and keep current, insurance whichever is equal to or greater in scope or amount than as follows:

- a. Worker's Compensation Insurance in compliance with all states in which Consultant does business, including Coverage B Employer 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.
- b. General 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 consultants, and personal injury.
- c. Automobile liability insurance in an amount not less than \$1,000,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned apparatus.
- d. Professional Liability Insurance in an amount not less than \$2,000,000 per claim and \$6,000,000 in the aggregate. The coverage amount may increase according to project value.

The General Liability and Automobile Liability insurance policies specified herein shall name Amherst County Service Authority as an additional insured with regard to work performed under any contract resulting from this RFP. The Consultant shall provide the Service Authority with copies of certificates of insurance coverage and proof of payment of all premiums. These certificates shall have provisions for notifying Amherst County Service Authority if there is any change in liability insurance.

V. Interpretation

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.

W. Non-Collusion

The party making the foregoing Proposal hereby certifies that such Proposal is genuine and not collusive or sham; that said Offeror has not colluded, conspired, connived, or agreed, directly in indirectly, with any Offeror or person to put in a sham proposal or to refrain from offering, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person to fix the Proposal price or affiant or of any Proposal, or to fix any overhead, profit, or cost element of said Proposal price, or of that of any other Offeror, or to secure any advantage against the Service Authority or any person interested in the proposed Contract; and that all statements in said proposal are true.

X. Non-Discrimination

Any Contract resulting from this RFP and every contract, sub-contract, or purchase order there under shall include the following provisions according to Virginia Code §2.2-4311:

During the performance of a contract, the Consultant agrees as follows:

- 1. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicant for employment, notices setting forth non-discrimination clause.
- 2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.
- 3. Notices, advertisements, and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirement.

The Consultant will include the provisions in the foregoing Subparagraphs 1, 2, and 3 in every contract, subcontract, or purchase order of over \$10,000, so that the provisions will be binding upon each subconsultant or vendor associated with Amherst County Service Authority.

Y. Partial Invalidity

Neither any payment for, nor acceptance of, the whole or any part of the services by the Service Authority, nor any extension of time, shall operate as a waiver of any provision of any Contract resulting from this RFP, nor of any power herein reserved to the Service 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 Service Authority to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or compliance thereto, nor a waiver of the subsequent enforcement thereof.

Z. Proposal Withdrawal

Any Proposal may be withdrawn up until the time set above for the opening of the Proposal. Any Proposals not so withdrawn shall constitute an irrevocable offer for a period of 120 days.

AA. RFP Proposal and Clarification

The Service Authority reserves the right to clarify information submitted pursuant to this RFP and to request additional information of Offerors. Offerors shall examine all RFP documents and judge all matters relating to the adequacy and accuracy of such documents. Inquiries, suggestions, or requests concerning interpretation, clarification, or information pertaining to the RFP shall be made in writing to the Service Authority contact on the first page of this RFP. The Service Authority shall not be responsible for oral interpretations given by any employee, representative, or others. Service Authority issuance of a written RFP addendum is the only official method whereby interpretation, clarification, or additional information can be issued.

BB. Release and Ownership of Information

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

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

As may be allowed by law, any information, ideas, or concepts that the Service 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 Amherst County Service Authority. The Service Authority may use this information for any purpose without compensation to the offeror from whom the information was received.

CC. Rights and Responsibilities of Consultant

The Consultant shall indemnify, defend, and hold harmless Amherst County Service Authority and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by the Consultant and/or its subconsultants or employees, or anyone else for whom Consultant is or may be responsible. This section shall survive the termination this Agreement.

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

DD. Subconsultants and Assignments

The Consultant shall not sublet or assign or transfer any interest in this Contract or any portion thereof without the prior written consent of Amherst County Service Authority, of which the Service Authority shall be under no obligation to grant. In seeking consent for any subcontract or assignment, the Consultant shall furnish all information required by the Service Authority to permit the Service Authority to ascertain the qualifications of the proposed subconsultant to perform the work, and the Consultant shall submit a copy of the subcontract to the Service Authority for approval. The subcontract shall incorporate by reference all provisions and conditions of the Contract resulting from this RFP.

Amherst County Service Authority approval of a subconsultant shall not relieve the Consultant of any of its responsibilities, duties, or liabilities hereunder. The Consultant shall continue to be responsible to the Service Authority for performance of the subconsultant, and the subconsultant, for all purposes, shall be deemed to be an agent or employee of the Consultant. Nothing in the Contract resulting from this RFP or any subcontract shall create any contractual relationship between any subconsultant and Amherst County Service Authority.

EE. Tax Exemption

Amherst County Service Authority, as a public body politic and corporate of the Commonwealth of Virginia under the Water and Waste Authorities Act, is exempt from any Federal excise tax and Virginia sales and use tax for purchases made by the Service Authority.

FF. Termination

Amherst County Service Authority shall have the right to terminate, for Service Authority 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 Consultant shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced and data collected shall become the property of Amherst County Service Authority.

ATTACHMENT A

TRADE SECRETS / PROPRIETARY INFORMATION IDENTIFICATION

IF NO PROTECTION IS NEEDED STATE "N/A" ON THE TABLE BELOW AND SIGN.

Trade secrets or proprietary information submitted by any Bidder / Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder / Offeror must invoke the protection of §2.2-4342(F) of the Code of Virginia, in writing, prior to or upon submission of the data or other materials and must clearly and specifically identify the data or other materials to be protected, and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by the Bidder / Offeror on the table below. If the Bidder / Offeror fails to identify any protected information on the table below, the Bidder / Offeror, by return of this form, hereby releases the Service Authority and all of its employees from any and all claims, damages, demands, or liabilities associated with the Service Authority's release of such information, and agrees to indemnify the Service Authority and its employees for all costs, expenses, and attorney's fees incurred by the Service Authority as a result of any claims made by Bidder / Offeror regarding the release of such information. By submitting its bid or proposal, Bidder / Offeror understands and agrees that any language seeking protection from public disclosure, any specific documents or information, unless identified on the table below, are null and void and of no legal or binding effect on the Service Authority. The classification of line item prices and/or total bid prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Bidder / Offeror refuses to withdraw such a classification designation, the bid / proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
-	41	
	SK.	

COMPANY NAME: _	
SIGNATURE:	



ATTACHMENT B JAMES RIVER RAW WATER INTAKE PROJECT INFORMATION

LOCATION MAP















