

AUGUST 15, 2023
REQUEST FOR PROPOSALS
ENGINEERING SERVICES

The Campbell County Utilities and Service Authority requests proposals from professional engineering firms interested in providing services relating to public water and sanitary sewer systems which may include engineering studies and analyses, surveying, design, and construction administration/inspection. It is the Authority's intent to select up to five (5) firms with whom engineering consultant agreements will be negotiated for specific projects. The Authority will thereafter negotiate specific projects, where professional fees for any single project do not exceed the limit set for in §2.2-4303.1 of the Code of Virginia, with the selected firm(s) whose specific expertise and current work schedule best meet the requirements of the specific project being negotiated. It is intended that the selected firms be committed to Authority negotiation requests for a period of one (1) year, with the Authority having the option to renew the agreement on a yearly basis thereafter, for up to three (3) additional one-year terms. The sum of all projects performed in a one-year contract shall not exceed the limit set for in §2.2-4303.1 of the Code of Virginia.

PROPOSAL RECEIPT DATE AND TIME DEADLINE: Tuesday, September 19, 2023, 4:00 P.M.

GENERAL CONDITIONS

1. Proposals outlining the firm's qualifications must be delivered to the Utilities Engineer, Campbell County Utilities & Service Authority, 20644 Timberlake Road, Lynchburg, VA 24502 by the above receipt date and time. The project title (2023 Engineering RFP), receipt date, and time shall be shown clearly on the envelope. Proposals received after the above deadline will be returned to the Offeror unopened.
2. As this is a Request for Proposal, all responses will be opened in private with no information being released until after the negotiation process. A selection Committee will be established to review and evaluate all proposals.
3. Proposals will be evaluated based on the factors stated in this Request for Proposal, and up to five (5) firms will be selected. Following the proposal review process, the selection committee will rank the firms as set forth in the "SELECTION PROCEDURE". Negotiations will then be conducted with the Offeror ranked first in each selection category. If an agreement can be satisfactorily negotiated at fair and reasonable prices, then an award will be made to that Offeror, upon approval by the Authority Board. Otherwise, negotiations with the Offeror ranked first will be terminated and negotiations conducted with the second ranked Offeror and so on until an agreement can be negotiated. It is anticipated that up to five (5) engineering consulting agreements will be negotiated.

4. After engineering consulting agreements are negotiated, defined scopes of work for specific projects will be negotiated with the firm best qualified to perform the specific task. This scope of work will be known as a Task Order and will contain any agreed upon negotiation points. This task order will then become part of the engineering consulting agreement.
5. No information regarding the identities of the Offerors or the contents of the proposals will be released until after the negotiation process. If a proposal contains information of a proprietary nature, the information must be noted, and an explanation submitted on separate cover.
6. The Offeror understands and accepts that there is no guarantee that any work will be negotiated during this contractual period, and only projects for which money has been appropriated will be negotiated.
7. Both the Authority and Offeror can terminate the engineering consulting agreement on 60 days notice. Specific assignments can be terminated only as set forth in a Task Order.
8. The Offeror shall indemnify, defend and hold harmless the Campbell County Utilities and Service Authority, its officers, officials, agents, and employees from any claim, damages, injury, or death and action of any kind, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Offeror or any services of any kind or nature furnished by the Offeror. This undertaking shall not apply to damage, injury, or death suffered in the performance of a construction contract caused by or resulting solely from the negligence of the Authority, its agents or employees attributable to the sole negligence of the Authority, its agents or employees.
9. Neither party shall assign the agreement without the prior written consent of the other party. The agreement shall bind the successors and assigns of the parties.

Offerors certify to the Authority they will comply with Code of Virginia §2.2-4201, in that every contract over \$10,000, the following provisions shall apply: During the performance of this agreement, the offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the offeror has contracts of over \$10,000. The offeror will, in all solicitations or advertisements for employees placed by or on behalf of the offeror, state that such offeror is an equal opportunity employer. However, 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 chapter. The offeror shall include the above provisions in every subcontract or purchase order of

over \$10,000, so that such provisions shall be binding upon each subcontractor or vendor.

10. MBE/WBE firms are encouraged to submit proposals.

SCOPE, QUALIFICATIONS, AND EVALUATION FACTORS

It is the intent of the Authority to engage up to five (5) professional engineering firms with expertise in water and sanitary sewer consulting for specific project negotiations on an as needed basis.

Although several projects are being anticipated over the proposed duration of these general consulting agreements, the Authority can make no commitment as to the amount of service required on an annual basis.

Proposals shall address the following Evaluation Factors for a maximum score of 100:

1. Brief history of the firm and ability of firm to provide service over the term of the agreement (0 to 25 points).
2. Qualification of personnel and stability of personnel within organization. This is particularly important as it relates to the individual assigned as Authority Project Manager or primary contact (0 to 30 points).
3. Discussion of staffing levels which would permit responses to Authority requests in a timely manner (0 to 25 points).
4. Ability and experience of firm to provide a range of services, including but not limited to (up to 20 points distributed in subcategories a through j):
 - a. Service as general consultant, reviewing and maintaining system print information, and system inspections as required by bond trust indenture.
 - b. Preparation of studies, reports and analyses as required for rate analysis and new project feasibility.
 - c. Surveying services, including preparation of property and easement plats.
 - d. Design services for water treatment facilities (both ground and surface supplies), water transmission and distribution systems, booster pump stations, water tanks, sewage treatment facilities, sewage collection facilities, and sewage pump stations/force mains.
 - e. Geographic information systems and computer hardware/software applications.
 - f. Supervisory Control and Data Acquisition (SCADA) design and implementation.

- g. Hydraulic modeling of water and sanitary sewer systems.
- h. AutoCAD services.
- i. Construction Administration/Inspection Services.
- j. Geotechnical and Materials Testing Services.

Firms are not expected to offer all the above-listed areas of expertise but are expected to concisely write about the services they do offer.

5. References, listing the name, address and phone numbers of a contact person who can relate to your firm's ability to perform this service.

SELECTION PROCEDURE

1. Offerors shall make written proposals offering their qualifications and understanding of the Scope, Qualifications, and Evaluation Factors. Firms are alerted that mere repetition of tasks taken from the Scope, Qualifications, and Evaluation Factors will not be considered responsive to the RFP. The Offeror must show an understanding of the significance of each individual task.
2. Following submittal of written proposals, on the basis of the evaluation factors listed in this request, and all information developed in the selection process to this point, the Committee will rank those Offerors whose professional qualifications are deemed most meritorious.
3. Following ranking of the Offerors, the Committee will engage in contract negotiations with those Offerors deemed better qualified, responsible, and suitable on the basis of the written proposals, and with emphasis on professional competence. Work shall be performed on lump sum or hourly basis for each specific project for which a Task Order is negotiated. Offeror must be prepared to submit hourly rates and standard expense rates during contract negotiations.
4. Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the solicitations are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Unless specifically requested in the solicitation, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

5. Respondents shall submit four (4) copies of proposals to arrive at the Authority office no later than the Receipt Date and Time previously referenced.

AGREEMENT FORM

Agreements between Campbell County Utilities and Service Authority and the selected engineering firms will be Engineers Joint Contract Documents Committee E-505 Agreement Between Owner and Engineer for Professional Services Task Order Edition.

INSURANCE REQUIREMENTS

The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:

1. By Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability –
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$1,000,000
 - d. Excess or Umbrella Liability –
 - 1) Each Occurrence: \$1,000,000
 - 2) General Aggregate: \$1,000,000
 - e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000
 - f. Professional Liability –
 - 1) Each Claim Made: \$2,000,000
 - 2) Annual Aggregate: \$6,000,000

If there are any questions, please contact the undersigned.

Timothy R. Wagner, PE
Utilities Engineer