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**HARRISONBURG-ROCKINGHAM REGIONAL SEWER AUTHORITY
REQUEST FOR PROPOSALS**

**RFP No. HRRSA-2016-01
Professional Engineering Services**

February 26, 2016

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1. **PURPOSE**

The purpose of this Request for Proposal (RFP) is to pre-qualify engineering firm(s) to provide multi-discipline Professional Engineering and related services for multiple projects on an as-needed basis to the Harrisonburg-Rockingham Regional Sewer Authority (HRRSA) under a basic ordering agreement. All services will be provided through competitive negotiation under separate Task Orders for each project identified by HRRSA. It is anticipated that one or more separate contracts will be issued to provide the full range of anticipated services outlined in the Scope of Services.

This Request for Proposal (RFP) and the resulting agreement shall be consistent with and governed by the Virginia Water and Waste Authorities (VWWA) Act and the Virginia Public Procurement Act (VPPA).

2. **BACKGROUND INFORMATION**

- A. HRRSA is a political subdivision of the Commonwealth of Virginia, organized under the Virginia Water and Waste Authorities Act, Chapter 28, Title 15.1, Code of Virginia of 1950, as amended. HRRSA was created through action of its member localities which include the City of Harrisonburg, the County of Rockingham and the Towns of Bridgewater, Dayton and Mt. Crawford, Virginia and was chartered by the State Corporation Commission on July 15, 1970.
- B. HRRSA's mission is to promote the health and well-being of its member localities by providing reliable, efficient and affordable wastewater treatment services.
- C. HRRSA's five member localities constitute its only wholesale customers.
- D. HRRSA's wastewater treatment and collection facilities include approximately 21 miles of gravity sanitary sewer interceptor and trunk sewer lines ranging from 10"-54" in diameter; a 4 MGD raw sewage pumping station and force main; 13 metering stations and the North River Wastewater Treatment Facility (WWTF).
- E. The North River Wastewater Treatment Facility (WWTF) is located at 856 North River Road, Mount Crawford, Virginia 22841. This is also the location of HRRSA's Administrative Office Building and VELAP certified laboratory.
- F. The North River WWTF operates an enhanced nutrient removal process and has a rated design capacity of 22.0 million gallons per day (MGD). Average daily flows are approximately 12 - 14 MGD. The facility is staffed and operated seven (7) days per week, 24-hours per day.

3. SCOPE OF SERVICES

HRRSA is seeking written proposals from qualified professional engineering firms to provide multi-discipline professional engineering services. Offeror(s) may be tasked to provide all necessary services for consultation, study, cost estimates, investigation, design, design management, project management, construction management, and construction inspection services. General categories for engineering services along with specific projects planned over the next five years are listed below.

1. Wastewater Treatment Design Services
Primary and Final Clarification Improvements
Septage Receiving Station
Tertiary Filter Building Expansion
Residuals Handling/Storage Improvements
Anaerobic Digestion
Plant Electrical Gear Upgrades
SCADA System Upgrades
2. Wastewater Collection/Transmission/Pumping
Sewer System Evaluation Surveys
Sewer Interceptor and Manhole Replacement/Repair
Flow Capacity Monitoring and Planning
Bridgewater PS Comminuter Project
Flow Equalization
3. Process Support
Enhanced Biological Nutrient Removal
4. Miscellaneous
Construction Administration and Inspection Services
General Civil Engineering Services (site and infrastructure plan review and preparation, structural and electrical design, surveying, plats. easements)
Facilities Master Planning
Asset Management System Development

HRRSA may make one or more awards under this RFP. **Offeror(s) are required to complete and return the enclosed Engineering Category/Discipline Survey with their proposals.** Offerors may submit proposals in any or all categories. However, Offerors are not required to respond to all areas/categories outlined in the Scope of Services.

4. INSTRUCTIONS TO OFFERORS

A. **Questions and Inquiries:** Procedural questions about this RFP should be directed to Sharon G. Foley, P.E., HRRSA Executive Director, at (540) 434-1053 extension 223 or sfoley@hrrsa.org. Questions or requests for clarification may be received in writing by mail, FAX or email. All responses to inquiries will be in the form of written addenda and will be posted on HRRSA's website at <http://www.hrrsa.org/bids-proposals> and on the Virginia e-Procurement System, www.eva.virginia.gov. It is the responsibility of the Offeror to check for addenda. **Questions from Offerors must be received no later than 2:00 P.M. local time on March 25, 2016.**

B. **Pre-Proposal Meeting:** No pre-proposal conference will be held for this solicitation.

C. **Packaging of Proposals:**

1. Proposals are to be returned in a sealed container clearly marked with the following information: **"REQUEST FOR PROPOSAL – PROFESSIONAL ENGINEERING SERVICES TO BE RECEIVED BY APRIL 1, 2016"**. Proposals not so marked or sealed shall be returned to Offeror and will not be considered. **Proposals shall include a copy of the RFP cover sheet which clearly indicates the legal name, address and telephone number of the Offeror (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and the include the title of the individual signing on behalf of the Offeror.**
2. Each Offeror shall submit one (1) original hardcopy, one (1) original electronic copy in pdf format on a CD/USB and four (4) copies of the original hardcopy to HRRSA as indicated on the cover sheet of this RFP. The original proposal shall be clearly marked.
3. Each hardcopy of the proposal shall be bound in a single volume. All documentation submitted with the proposal shall be bound in that single volume.

D. **Proposal Submission**

1. **Recipient:** Proposals may be mailed or delivered to the attention of Sharon G. Foley, P.E., Executive Director at the following address:

Harrisonburg-Rockingham Regional Sewer Authority
P.O. Box 8
856 North River Road
Mt. Crawford, Virginia 22841

The proposals may not be emailed.

2. **Closing Date:** Proposals must be received by HRRSA before the due date and time indicated on the RFP cover page – Friday, April 1, 2016, 2:00 P.M., local time. The time of receipt shall be determined by the clock in the receptionist office of HRRSA’s Administrative Building. Requests for extensions of this time and date will not be granted. Offerors mailing their proposals shall allow for normal mail time to ensure receipt by HRRSA prior to the time and date fixed for acceptance of the proposals.
3. **Opening of Proposals:** At the designated time and date, the Executive Director will open and list the proposals for the record. This is not a public opening. The proposals, if responsive, will then be reviewed by the Evaluation Committee to initiate the review and selection process.
- E. **Withdrawal of Proposals:** The Offeror shall give written notice in writing of his claim of right to withdraw his proposal within two business days after the conclusion of the proposal opening procedure.
- F. **Proposal Preparation:** All expenses for proposal preparation shall be borne by the Offeror. HRRSA intends that responses to the RFP be concise, informative and inexpensive to prepare.
- G. **Tentative Timetable:** As a guideline for Offerors, HRRSA anticipates the following tentative (non-binding) timetable for selection of contractor(s) and implementation of contract(s):

<i>DATE</i>	<i>ACTIVITY/EVENT</i>
February 26, 2016	Request for Proposal Issued
March 25, 2016	Deadline for questions/clarifications is 2:00 P.M., local time
April 1, 2016	Receipt and Opening of Proposals at 2:00 P.M., local time
April 22, 2016	Evaluation of proposals completed by Evaluation Committee
May 2016	Interviews with Top Ranked Offerors by Evaluation Committee
June 2016	Contract(s) Effective Date

- H. Any vendor transacting business with HRRSA must be organized or authorized to transact business in the Commonwealth of Virginia, pursuant to Title 13.1 or Title 50, and to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or Offeror that is not required to be authorized to transact business in the Commonwealth of Virginia shall include in its bid or proposal a statement describing why the bidder or Offeror is not required to be so authorized. **Include a completed copy of the attached State Corporation Form (SCC Form) with your proposal response.**

- I. **Proprietary Information:** Bids or proposals containing trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of information Act; however, the Offeror, Bidder or Contractor must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary for each section. Claim of trade secrets or proprietary information for the entire bid is not permissible.

5. **PROPOSAL REQUIREMENTS**

- A. The proposal shall provide information necessary for HRRSA to evaluate the qualifications, experience, and the expertise of the proposing firm to perform Professional Engineering Services on an as-needed basis.
- B. HRRSA intends that responses to the RFP be concise, informative and inexpensive to prepare. Responses must contain the following information:
 1. An introduction to the Offeror, providing a brief history along with the home office location, and the location of any satellite offices providing services under the proposal.
 2. Description of the Offeror's understanding of the types of services to be provided HRRSA under this RFP.
 3. A broad statement of the firm's qualifications, organizational chart, staffing levels, and any other information deemed desirable by the Offeror.
 4. Qualifications of key personnel to be assigned to provide services, staff expertise, and any other special experience relative to this RFP.
 5. Number, type and value of current projects and impact of these on the Offeror's ability to provide services during the contract period.
 6. Past performance relative to ability to complete projects on schedule and within estimated costs.
 7. Listing of at least three previous clients who can be contacted as reference for whom similar service has been provided. The listing shall include the name and address of the organization, point of contact and phone number.

6. **PROPOSAL EVALUATION**

A. Selection of the successful Offeror will be based upon submission of proposals meeting the evaluation criteria. The evaluation criteria is as follows;

EVALUATION CRITERIA		WEIGHT
1.	Specific experience, technical capabilities, professional competence, and qualifications of the proposing firm and key project personnel assigned to provide services outlined in the Scope of Services.	35%
2.	Clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the Offeror's plan for accomplishing the Scope of Services.	15%
3.	Past performance including general completion on past projects on time and on budget for selected categories in the RFP response.	25%
4.	Interview/Oral Presentation	25%
TOTAL		100%

B. **Initial Evaluation of Proposals:** Following the receipt of proposals, the Evaluation Committee will evaluate each responsive proposal with respect to Evaluation Criteria 1- 3. Each committee member will complete a proposal evaluation matrix form for each proposal received and for each category/discipline submitted. After all proposals are evaluated, a composite proposal rating will be developed which indicates the group's collective ranking of the written proposals in a descending order for each category/discipline.

C. **Discussions with Offerors:** When all proposals have been reviewed and ranked, HRRSA interviews will be conducted with the top Offerors, in each category/discipline, which HRRSA deems to be fully qualified on the basis of initial responses. HRRSA may engage in repetitive informal interviews with the Offerors. At the discussion stage, HRRSA may also discuss nonbinding estimates of costs for services. Proprietary information from competing Offerors shall not be disclosed to the public or to a competitor.

D. **Negotiation of Pricing Arrangements:** Only Offerors selected for final contract negotiation when requested by HRRSA shall submit their proposed hourly billing rates, direct cost mark-up rate and mark-up rates for subcontractors, other services and reimbursable materials.

E. **Contract Award:** At the conclusion of the discussions outlined in paragraph C, and on the basis of the evaluation of the factors listed in paragraph A, HRRSA shall select a minimum of one or more Offerors to be retained under a Professional Engineering Services Contract. Contract(s) will be awarded to the most responsive and responsible Offeror(s) whose proposal(s) are deemed most advantageous to HRRSA.

7. GENERAL CONTRACT CONDITIONS

- A. **Applicable Laws and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- B. **Anti-Discrimination:** By submitting their bids/proposals, bidders/offerors certify to the Harrisonburg-Rockingham Regional Sewer Authority that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Code*.

In every contract over \$10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. HRRSA does not discriminate against small and minority businesses or faith based organizations.
- C. **Ethics in Public Contracting:** By submitting their bids/proposals, bidders/offerors certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, 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.

- D. **Immigration Control and Reform Act of 1986:** By submitting their bids/proposals, bidders/offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- E. **Debarment Status:** By submitting their bids/proposals, bidders/offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- F. **Antitrust:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to HRRSA all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by HRRSA under said contract.
- G. **Mandatory Use of Forms for ITBs and RFPs:**
1. For Invitation To Bids (ITB): Failure to submit a bid on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, HRRSA reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, HRRSA may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
 2. For Request For Proposals (RFP): Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, HRRSA reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- H. **Revisions to the Official ITB/RFP:** No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Official Invitation to Bid (ITB) or Official Request for Proposal (RFP). The Official RFP document and the Addenda(s) are the documents posted on HRRSA's web site: <http://www.hrrsa.org/bids-proposals> and are authorized by HRRSA. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the offeror by HRRSA.
- I. **Clarification of Terms:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the person whose name appears on the face of the solicitation no later than **March 25, 2016, 2:00 P.M., local time**. Any revisions to the solicitation will be made only by addendum issued by HRRSA.
- J. **Payment:**
1. A contractor awarded a contract under this solicitation is hereby obligated:

- a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from HRRSA for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify HRRSA and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from HRRSA, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee.
 3. Any such contract awarded shall further require the contractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower- tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of HRRSA.
- K. **Precedence of Terms:** In the event there is a conflict between the general contract conditions and any special terms and conditions which may be included in this solicitation for use in a particular procurement, the special terms and conditions shall apply.
- L. **Insurance:** Prior to the execution of a contract, the successful Offeror shall furnish to HRRSA evidence of professional liability, workers' compensation and automobile insurance in amounts acceptable to HRRSA, in the exercise of its reasonable discretion. Such evidence of insurance shall indicate the effective dates and limits of such coverage.
- M. **Qualifications of Bidders/Offerors:** HRRSA may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to HRRSA all such information and data for this purpose as may be requested. HRRSA reserves the right to inspect bidder's/offeror's physical facilities prior to award to satisfy questions regarding the bidder's/offeror's capabilities. HRRSA further reserves the right to reject any bid/ proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy HRRSA that such(bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- N. **No Substitutions:** No substitutions including key personnel, or cancellations permitted after award of contract without written approval by the Executive Director or her designee.
- O. **Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of HRRSA.

- P. **Changes to Contract:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The HRRSA Executive Director may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give HRRSA a credit for any savings.
- Q. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, HRRSA, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which HRRSA may have.
- R. **Cancellation of Contract:** HRRSA may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.
- S. **Selection Process/Award:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, HRRSA will notify all responsive bidders/offerors.
- T. **Bid/Proposal Acceptance Period:** A bid may not be withdrawn after the time and date bids must be received and for ninety (90) days thereafter; except that a bid may be withdrawn due to error as otherwise provided per §2.2-4330 of *Virginia Code*.
- U. **Excusable Delay:** HRRSA shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of HRRSA. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of HRRSA.
- V. **Drug Free Workplace:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's 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 contractor'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 contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the

foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- W. **Safety and OSHA Standards:** All parties performing services for HRRSA shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.
- X. **Permits and Fees:** All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by HRRSA or the Commonwealth of Virginia. The Offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.
- Y. **Liability and Litigation:** The Contractor shall during the term of the Contract, including any warranty period, indemnify, defend, and hold harmless HRRSA, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. This clause shall also apply to claims involving infringement of patent or copyright.
- Z. **State Corporation Commission Identification Number:** Pursuant to *Virginia Code* §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is 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 is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the SCC site is: <http://www.scc.virginia.gov>.

8. **SPECIAL TERMS AND CONDITIONS**

A. **Contract Term:**

- 1. Initial Term: The contract term shall be the earlier of twelve months from date of award or when the cumulative total of fees for Project Task Orders issued reaches the maximum fee total or if the Contract is terminated in writing by either party. HRRSA reserves the right to cancel and terminate this Contract without penalty, upon ten (10) days written notice to the Contractor. HRRSA and the Contractor are obligated to fulfill the requirement of all Project Task Orders issued, including change orders thereto, even though the term for issuing new Project Task Orders has concluded.

2. Contract Renewal: The parties understand and agree that HRRSA, at its sole option, may renew this Contract for four (4) additional twelve (12) month contract terms. If HRRSA exercises its option to renew, the Contract Term shall begin one year from the date of the execution of the Contract or previous renewal, or the date HRRSA notifies the Contractor that the option to renew is being exercised, whichever occurs first. **Any unused amounts from the first Contract Term are forfeited and shall not carry forward to any renewal period.**

B. Project Task Orders: Services to be provided under this Contract will be authorized by HRRSA through issuance of Project Task Orders (in the form of a Purchase Orders) as follows:

1. The maximum fee to be allowed for any Task Order is \$100,000 which includes all fees, reimbursable expenses and contingencies. The work to be performed under each Task Order may include one or more phases of a project. Although the potential exists for multiple Task Orders during the Contract Term, the aggregate of fees shall not exceed \$500,000.
2. The Task Orders will be offered through the issuance of a request for fee proposal which will include a description of the project and scope of services to be provided.
3. In the event HRRSA and the Contractor cannot agree on a fee for the Task Order, HRRSA may terminate negotiations with the Contractor on that Task Order and pursue obtaining the required services from another contractor.
4. Commencement of work prior to issuance of a Purchase Order shall be at the Contractor's risk.
5. The Contract will document the negotiated acceptable labor rates for the various personnel classifications and disciplines. These rates will be used in arriving at Task Order fees and any hourly rate work that is authorized by HRRSA under the Contract(s) resulting from this solicitation.
6. The fee for services to be provided for each Task Order shall be negotiated individually on a not-to-exceed fee basis considering the scope of services required, the estimated man-hours required and the labor rates agreed upon and listed in the Contract. If an estimate of work cannot be reasonably estimated, HRRSA may direct the Contractor to proceed with the work on an hourly basis with a maximum or not-to-exceed amount based on the estimate. The compensation or fee shall be determined by negotiated labor rates for the various personnel classification and disciplines agreed upon in the Contract.

7. If a Task Order is to be completed on a lump sum basis, the lump sum shall be based on the scope of services required, the estimated man-hours required of each personnel classification and discipline and the associated labor rates agreed upon in the Contract.
8. When the total value of all Project Task Orders issued to the Contractor during the contract term (or renewal term as applicable) reaches the contract limit for projects performed in the contract term, no further Project Task Orders may be issued during the contract term (or renewal term as applicable).
9. HRRSA will strive to distribute Task Orders to all Contractors awarded contracts. HRRSA will assign individual Task Orders to the Contractor best suited for specific projects based on qualifications, performance on past projects; resources available; cost effectiveness and reasonableness based on approved rate schedules and proposed labor loading; and responsiveness in responding to Task Order requests for proposals. HRRSA does not represent or guarantee however that the Contractor will receive any amount of work.
10. HRRSA may, but is not obligated to, request competing Project Task Order proposals from more than one Contractor when deemed appropriate. In cases where competing proposals are requested the factors listed in paragraph 9 above, will be used in the selection of the Contractor best qualified and suited to the assignment.

**HARRISONBURG-ROCKINGHAM REGIONAL SEWER AUTHORITY
NON-COLLUSION CERTIFICATION**

Section I: Vendor Identification and Ownership Disclosure

Company:				
Address:				
Contact Person:				
Telephone:		Fax:		E-Mail:
Organized under the laws of the State of:				
Principal place of business:				
Following list includes persons having ownership of 3% or more in the company (attach more sheets if necessary):				
<u>Name</u>			<u>Address</u>	

HRRSA requests that any consultant, firm or vendor receiving a contract of award resulting from an RFP issued by HRRSA shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

Section II – Employees Not to Benefit

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employees of HRRSA or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

Section III – Conflicts of Interest

This solicitation is subject to the provisions of VA Code §2.1-639.2 et. seq, the State and Local Government Conflict of Interests Act. The Vendor is is not aware of any information bearing on the existence of any potential organizational conflict of interest.

Section IV – Collusion

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and can result in fines, prison sentences, and civil damages.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all condition of this RFP and certify that I am authorized to sign for my company.

Signature: _____ **Date:** _____

Name
(Printed): _____ **Title:** _____

Please return this form with bid/proposal submission.

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**HARRISONBURG-ROCKINGHAM REGIONAL SEWER AUTHORITY
SMALL AND MINORITY BUSINESS STATEMENT**

The following information is requested for statistical purposes only. It is intended to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises, whether doing so by choice or by formal procedural regulation.

Definition:

1. Small Business: For the purpose of this document, a small business concern is one which regardless of ownership or control:
 - a. Does not exceed fifty (50) employees.
 - b. Gross annual income does not exceed \$2 million.
 - c. Is independently owned and operated (not subsidiary of another firm).
 - d. Is not dominant in its field of operation.

2. Minority Business: A business entity which is operated and controlled by a minority.
 - a. The terms "operated and controlled" shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own, operate, control and share in earnings of 51 percent or more of such an enterprise.

 - b. A minority person shall mean Black, Hispanic, Asian or Pacific Islanders, American Indians or Alaskan Natives, and women, regardless of race or ethnicity.

PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

Minority Business Firm: Yes _____ No _____.

Small Business Firm: Yes _____ No _____.

Name of Business: _____

Address: (Office) _____

Telephone/Fax: _____ / _____

Please return this form with bid/proposal submission.

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State Corporation Commission Form
Virginia State Corporation Commission ("SCC") registration information

The undersigned Contractor:

is a corporation or other business entity with the following SCC identification number: _____

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership or business trust

-OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

-OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE****

Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____

Date: _____

Name: _____
(Print)

Title: _____

Name of Firm: _____

Please return this completed form with bid/proposal submission.

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**HARRISONBURG-ROCKINGHAM REGIONAL SEWER AUTHORITY
ENGINEERING CATEGORY/DISCIPLINE SURVEY**

RFP No. HRRSA-2016-01

Offerors shall indicate above whether or not their proposal is submitted for the listed categories/disciplines. Offerors are required to complete and return this form with their proposal.

CATEGORY/DISCIPLINE	INCLUDED IN PROPOSAL RESPONSE (Indicate Yes or No)
1. Wastewater Treatment Design Services	
Primary and Final Clarification Improvements	
Septage Receiving Station	
Tertiary Filter Building Expansion	
Residuals Handling/Storage Improvements	
Anaerobic Digestion	
Plant Electrical Gear Upgrades	
SCADA System Upgrades	
2. Wastewater Collection/Transmission/Pumping	
Sewer System Evaluation Surveys	
Sewer Interceptor and Manhole Replacement and Repair	
Flow Capacity Monitoring and Planning	
Bridgewater PS Comminuter Project	
Flow Equalization	
3. Process Support	
Enhanced Biological Nutrient Removal	
4. Miscellaneous	
Construction Administration and Inspection Services	
General Civil Engineering Services (site and infrastructure plan review and preparation, structural and electrical design, surveying, plats. easements)	
Facilities Master Planning	
Asset Management System Development	

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