

Addendum No. 1
September 29, 2009 for
REQUEST FOR PROPOSAL
Environmental Engineering and Related Services BOA
RFP #2009-010-200

PURPOSE

The purpose of this Addendum is to provide potential bidders additional information in response to questions received, to RFP#2009-010-200 dated September 14, 2009, with a bid due date of October 15, 2009, 3:00 p.m. (EST).

ADDITIONAL INFORMATION

1. On page 7, you require that the Appendices include a Federal Standard Form 330. It appears that if we complete all parts of the Standard Form 330, there will be some duplication with the information we submit in the front part of the proposal (the part with 40-page limit). Do you intend for us to submit all parts of the Standard Form 330 or just some of the parts that aren't already included in the proposal? Please clarify. [Submit Part II – General Qualifications of the Standard Form 330. This is not included as part of the 40-page limit.](#)
2. Also on page 7, Section E.3 states that we need to include a "Rider Clause". What do you mean by this? [The Rider Clause has been removed. In accordance with the Virginia Public Procurement Act \(VPPA\), Architectural and Engineering services can not be purchased from another public body's contract.](#)
3. A copy of the standard 'Professional Services Contract' was include in the package handed out at the pre-bid conference on Friday, September 25. [Please note in your proposal if your firm takes exception to any of the terms presented in the standard 'Professional Services Contract.'](#)

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. 1

Please acknowledge receipt of this Addendum to RFP No. 2009-010-200 by including this acknowledgement on the cover of the sealed container. See example below.

RFP No. 2009-010-200
Bid Due Date and Time: Thursday, October 15, 2009, 3:00 p.m. EST
Environmental Engineering and Related Services BOA
Acknowledge Receipt of Addendum No. 1





REQUEST FOR PROPOSAL

Environmental Engineering and Related Services Basic Ordering Agreement

September 14, 2009

Proposal Due Date: Thursday, October 15, 2009
and Time: 3:00 p.m. (eastern time)

RFP Number: 2009-010-200

Mailing Address: P.O. Box 4000
Ashburn, VA 20146

Delivery Address: Administrative Services Facility
44865 Loudoun Water Way
Ashburn, VA 20147

Procurement Contact: Bessie Nelson, Purchasing Supervisor
Phone: 571.291.7700
Fax: 571.223.2513
E-mail: bnelson@loudounwater.org

Pre-proposal Conference: Friday, September 25, 2009
and Time: 2:00 p.m. (eastern time)

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT PURCHASING AS SOON AS POSSIBLE.

TABLE OF CONTENTS

<u>SECTION/TITLE</u>	<u>PAGE</u>
1 PURPOSE	1
2 COMPETITION INTENDED.....	1
3 BACKGROUND INFORMATION	1
4 SCOPE OF SERVICES.....	2
5 CONTRACT CONDITIONS.....	3
6 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS	6
7 EVALUATIONS OF PROPOSALS	9

1 PURPOSE

The purpose of this solicitation is to select at least two (2) engineering firms to provide environmental engineering and related services on an as-needed basis under a Basic Ordering Agreement (BOA). These services will be provided under separate task orders for each project identified by Loudoun Water. A description of the scope of services is provided in Section 4 of this document.

This RFP, plus the resulting agreement(s), shall be consistent with, and governed by the Virginia Water and Waste Authorities Act, the Virginia Public Procurement Act and Loudoun Water's Purchasing Regulations.

Schedule of Events:

1. Date Issued: Wednesday, September 14, 2009
2. Pre-proposal Conference: Friday, September 25, 2009
3. Deadline for Questions: Wednesday, September 30, 2009
4. Submission of Proposals: Thursday, October 15, 2009
5. Shortlist Notice (if necessary): Friday, October 23, 2009
6. Selection Interviews (if necessary): Tuesday/Wednesday, November 3/4, 2009

The pre-proposal conference will be held in the Boardroom at Loudoun Water's Administrative Services Facility at 44865 Loudoun Water Way, Ashburn, VA 20147. This is a new address; see our website (<http://www.loudounwater.org/about/locations.cfm>) for directions.

2 COMPETITION INTENDED

It is Loudoun Water's intent that this RFP encourage competition. It shall be the Consultant's responsibility to advise the Purchasing Supervisor in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Supervisor not later than ten (10) days prior to the date set for acceptance of proposals.

3 BACKGROUND INFORMATION

- A. The Loudoun County Sanitation Authority (doing business and hereafter referred to as "**Loudoun Water**") is a public body politic and corporate and an instrumentality of the Commonwealth of Virginia, organized under the Virginia Water and Waste Authorities Act, being Chapter 28, Title 15.1, Code of Virginia of 1950, as amended (the "Act"). Loudoun Water was created by action of the Board of Supervisors of Loudoun County, Virginia and was chartered by the State Corporation Commission on May 27, 1959. As an Authority, Loudoun Water receives revenue from user fees

and makes no profit and our operations and finances are independent of the County's tax-supported services.

B. Loudoun Water has approximately 57,000 connections serving more than 175,000 people. Its service area is predominantly in eastern Loudoun County, and is composed of more than 1,500 miles of water and wastewater pipelines. Water supply is provided through agreements with the City of Fairfax and Fairfax Water. Water sources include the Potomac River and Goose Creek. Wastewater treatment is currently provided through an agreement with the District of Columbia Water and Sewer Authority supplemented by Loudoun Water's new Broad Run Water Reclamation Facility (BRWRF), which came online in 2008. The BRWRF discharges effluent into Broad Run, which feeds the Potomac River and, ultimately, the Chesapeake Bay. Loudoun Water also operates several small community water and wastewater treatment plants throughout Loudoun County.

4 SCOPE OF SERVICES

The BOA will be provided for an initial one-year term plus two one-year extensions if deemed to be acceptable to both parties. Each project will be awarded as a Task Order, complete with work plan, fee estimate, schedule and project team organization chart. Over the next three years, it is expected that the Authority will require various services such as the following (note that the following tasks are not listed in any particular order of priority):

- Feasibility studies, technical evaluations, and engineering economic analyses
- Odor control evaluations and design
- CMOM-related services including Sanitary Sewer Evaluation Surveys and associated I/I analyses
- Sewage and water booster pumping stations
- Sewer interceptors and vaults
- Small community water and wastewater treatment plant design, construction administration, and regulatory services
- Large advanced wastewater treatment plant evaluations, operational assistance and minor design upgrades
- Water and Sewer Master Planning
- Water storage tanks
- Water transmission mains and vaults
- Water reuse
- Services related to our Water Quality and Water Supply Programs
- GIS services (ESRI ArcGIS/ArcSDE 9.x platform), including data creation and analysis, GIS integration with business systems, application consulting, and associated services
- Energy audits
- Asset management assistance
- Ancillary services related to environmental studies and regulatory assistance

5 CONTRACT CONDITIONS

Key Terms

This contract shall be awarded with one (1) base year, with two additional one year options (for a total of three potential years), with option years to be exercised solely at Loudoun Water's discretion. Salary costs will be based on cost of labor without benefits multiplied by a negotiated overhead factor and net fee. Task orders will be awarded based on Not to Exceed fees that will be negotiated with the Consultant.

Procedures

The extent and character of the services to be performed by the Offeror (Consultant) shall be subject to the general control and approval of Loudoun Water's General Manager or his authorized representative. Any change to the approved Agreement must be approved in writing by Loudoun Water and the Consultant. The successful Offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by Loudoun Water.

Insurance

The successful Offeror shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under an Agreement resulting from this RFP.

- A. Comprehensive General Liability
 - 1. \$1,000,000 Bodily Injury and Property Damage per occurrence and aggregate
 - 2. Comprehensive General Form
 - 3. Extended Business Liability Endorsement
 - 4. Independent Contractors Coverage
 - 5. Products/Completed Operations (to be provided for minimum of 36 months after completion of work)
 - 6. Broad Form Contractual Liability
 - 7. Personal Injury Liability

- B. Comprehensive Automobile Liability
 - 1. \$1,000,000 Combined Single Limits
 - 2. Statutory Uninsured Motorist Coverage
 - 3. Hired and Non-Owned Coverage
 - 4. Motor Carrier Act Endorsement

- C. Worker's Compensation and Employer's Liability
 - 1. Statutory Coverage for Virginia
 - 2. \$1,000,000 Employer's Liability
 - 3. Broad Form All States Endorsement

4. Compliance with all Federal Statutes, including U.S. Longshoreman and Harbor Worker's Act, the Jones Act, and Federal Employees Act

D. Umbrella Liability

1. Additional \$1,000,000 liability coverage over the primary limits for Comprehensive General Liability, Comprehensive Automobile Liability, and the Employer's Liability

Prior to commencing work under a resultant contract, the successful Offeror shall furnish Loudoun Water with a Certificate of Insurance naming Loudoun Water as an additional insured. A 60 day notice of cancellation, non-renewal, or change in the insurance coverage must be provided.

Rider Clause

The Offeror shall, during the term of the contract, extend to any authority, department, agency or institution of the Commonwealth of Virginia the ability to acquire goods and services, other than professional services, at contract prices in accordance with contract terms.

Hold Harmless Clause

The Offeror shall, during the term of the Agreement including any warranty period, indemnify, defend, and hold harmless Loudoun Water, 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 Offeror or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Offeror agrees that this clause shall include claims involving infringement of patent or copyright.

Not To Benefit

As a prerequisite for payment pursuant to the terms of this contract, there shall be furnished to Loudoun Water a statement, that no employee of Loudoun Water, or members of his immediate family, including spouse, parents or children has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or in any other manner, remuneration arising from or directly or indirectly related to a contract resulting from this RFP.

Employment Discrimination by Offerors Prohibited

Every contract over \$10,000 shall include the following provisions:

A. During the performance of this contract, the Offeror agrees as follows:

1. The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or 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 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.
2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Offeror will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

Drug-free Workplace

Every contract of over \$10,000 shall include the following provisions:

During the performance of this contract, the Offeror agrees to (i) provide a drug-free workplace for the Offeror'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 including marijuana is prohibited in the Offeror'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 behalf of the Offeror that the Offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or Consultant.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to an Offeror in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance including marijuana during the performance of the contract.

Exemption from Taxes

Loudoun Water is exempt from State and Federal Taxes. Tax Exemption Certificate indicating Loudoun Water's tax exempt status will be furnished by Loudoun Water on request.

Substitutions

No substitutions, including key personnel, or cancellations permitted after award without written approval by the Purchasing Supervisor and Loudoun Water's General Manager.

Assignment of Agreement

This contract may not be assigned in whole or in part without the written consent of Loudoun Water.

Termination

Subject to the provisions below, the contract may be terminated by Loudoun Water upon 60 days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of Loudoun Water until said work or services are completed and accepted.

Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of Loudoun Water, without the required 60 days advance written notice, then Loudoun Water shall negotiate reasonable termination costs, if applicable.

Termination for Cause

Termination by Loudoun Water for cause, default or negligence on the part of the Firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The 60 days advance notice requirement is waived in the event of Termination for Cause.

6 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS**Questions and Inquiries**

Questions about this RFP should be directed to Bessie Nelson, Loudoun Water Purchasing Supervisor, at 571-291-7948 or bnelson@loudounwater.org.

Contents of Proposals

The following information is to be submitted as part of the proposal. No other material may be attached. Tabs shall be used to separate sections of the proposal response. The proposal response is limited to no more than **40 singled-side pages**, not including a cover letter, tab separators, or any forms required by Loudoun Water. A cover letter, if included, shall be no more than one page. The proposal is to be organized into the following sections:

- A. Approach to Contract – Describe your management approach to managing a task order contract with multiple projects occurring concurrently. Describe the work capacity of your team, and how this project will fit in with current work demands.
- B. Experience of Firm – Based on the potential scope of services, provide a list of the ten most relevant projects completed by the firm within the last three years that

best illustrate capabilities including description, scope, and project costs. Include short descriptions, dates and client references (include client contact person, address and phone number). Show that the firm has a working knowledge of the regulations and direct experience with VDH, VDOT, Loudoun County and Loudoun Water.

List the outside services to be used. Describe the anticipated scope of work by sub-consultants and how they will be managed to ensure an integrated team is presented to Loudoun Water. Specific names of sub-consultants are not required at this time; the intent is to ascertain what outside services the firm will require.

- C. Qualifications of Key Individuals – Include a project organizational chart and brief resumes of key team members to be assigned to various projects. Resumes must exhibit qualifications and experience of the individual in the type of work to be conducted with emphasis on projects similar in nature to those expected under this BOA. A **Program Manager** licensed as a professional engineer in the Commonwealth of Virginia must be clearly assigned and supported by a portfolio of related projects.
- D. Quality Assurance - Describe the quality assurance procedures that will be implemented for the project. Identify who will be responsible for the quality assurance program; who will be checking and coordinating the documents; how often the documents will be checked; and, the proposed method of documenting quality assurance. Discuss the ability of the firm to track and meet the schedule. Also, describe the approach to monitoring contract expenses and man-hours to avoid contract cost overruns.
- E. Appendices - **(not included in the 40-page limit)**
1. Full resumes of key individuals proposed to support the BOA.
 2. Federal Standard Form 330.
 3. RFP attachments including; completed Reference Form, RFP Submission Form, and Rider Clause.

No information other than these items should be provided. If other information is provided, the *Selection Committee* will not consider it.

Packaging of Proposals

Proposals are to be returned in a sealed container. Ensure that the proposal container is completely and properly identified. The face of the container shall indicate the RFP number, time and date of public acceptance, and the title of **RFP #2009-010-200; Environmental Engineering and Related Services Basic Ordering Agreement.**

Each Consultant shall submit one original and six hard copies, as well as an electronic copy in PDF format on a CD of their proposal to Loudoun Water's Purchasing Division as indicated on the cover sheet of this RFP. The original proposal shall be clearly marked.

Delivery Of Proposals

- A. Proposals may either be mailed to the Administrative Services Facility at P.O. Box 4000, Ashburn, VA 20146 or hand delivered or shipped to 44865 Loudoun Water Way, Ashburn, VA 20147. They may not be emailed.
- B. Proposals must be received by Purchasing before the **3:00 p.m. (Eastern Time)** deadline. Requests for extensions of this time and date will not be granted. Consultants mailing their proposals shall allow for normal mail time to ensure receipt of their proposals by purchasing prior to the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by Loudoun Water after the acceptance date will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

Withdrawal of Proposals

Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.

Late Proposals

Late proposals will be returned to the Offeror unopened, if RFP number, acceptance date and Offeror's return address is shown on the container.

Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional information is necessary to enable an exact interpretation of provisions of this request, an addendum will be issued to the same distribution list as the original RFP. It is the responsibility of the Offeror to ensure that he has received all addendums prior to submitting a proposal.

Proprietary Information

It is the responsibility of each Offeror to clearly mark any part of his proposal considered to be of proprietary or confidential nature. Offerors shall not mark sections of their proposal as proprietary or confidential if they are to be part of the award of the contract and are of a "Material" nature.

Authority to Bind Offeror in Contract

Proposals must give full legal name and address of Firm. Failure to manually sign proposal may disqualify it. Person signing the proposal should show title or authority to bind said firm in a contract.

Rights of Loudoun Water

Loudoun Water reserves the right to accept or reject all or any proposals, waive informalities and award the contract to best serve the interest of Loudoun Water.

Miscellaneous Requirements

- A. All proposals submitted shall be valid for a minimum period of 120 calendar days following the date established for acceptance.
- B. Loudoun Water will not be responsible for any expenses incurred by an Offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the Offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- C. The contents of the proposal submitted by the successful Offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful Offeror will be expected to execute an Agreement with Loudoun Water.
- D. Loudoun Water reserves the right to reject any and all proposals by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of Loudoun Water. Offerors whose proposals are not accepted will be notified in writing.

Protest

Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

7 EVALUATIONS OF PROPOSALS

Proposals will be evaluated by a Review Committee of Loudoun Water employees, who will independently read, review, and evaluate each proposal. Scoring will be based on the following criteria:

- A. Approach to Contract (20 points)
- B. Experience of Firm (25 points)
- C. Qualifications of Key Individuals (30 points)
- D. Quality Assurance (15 points)
- E. Overall Quality, Completeness, and Responsiveness of Proposal (10 points)

After each member of the Review Committee has completed an evaluation rating form for each proposal solution, composite ratings will be developed which indicate the committee's collective ranking of the highest rated proposal solutions. At this point, the Review Committee may conduct interviews with one or more Offerors. Representatives of the Review Committee will conduct all subsequent negotiations and will make a recommendation for the contract award(s).

Reference Form
(Must be completed by Offeror)

Offeror shall provide references on this form.

1. Firm Name _____

Contact _____

Title _____

Mailing Address _____

Phone _____

2. Firm Name _____

Contact _____

Title _____

Mailing Address _____

Phone _____

3. Firm Name _____

Contact _____

Title _____

Mailing Address _____

Phone _____

**RFP Submission Form
Environmental Engineering and Related Services
Basic Ordering Agreement
(RFP No. 2009-010-200)**

SECTION I – OFFEROR IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____

Address _____

Contact Person _____ Title _____

Telephone No. _____ Fax No. _____ Email _____

Organized under the laws of State of _____

Principal place of business at _____

Following list includes persons having ownership of 3% or more in the company (attach more sheets if necessary):

Name	Address
_____	_____
_____	_____
_____	_____

Loudoun Water requests, as a matter of policy, that any consultant or firm receiving a contract of award resulting from an RFP issued by Loudoun Water 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 employee of Loudoun Water, 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 Ann. Section 2.1-639.2 et. seq., the State and Local Government Conflict of Interests Act. The Offeror [] 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 damage awards.

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

Signature _____ Date _____

Name (Printed) _____ Title _____