



REQUEST FOR PROPOSAL

Professional Engineering Services
Broad Run Water Reclamation Facility
Biosolids / Grease Study

October 14, 2009

Proposal Due Date: Wednesday, November 18, 2009
and Time: 3:00 p.m. (eastern time)

RFP Number: 2009-012-220

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

Delivery Address: 44865 Loudoun Water Way
Ashburn, VA 20147

Procurement Contact: Bessie Nelson, Purchasing Supervisor
Phone: 571.291.7948
Fax: 571.223.2513
E-mail: bnelson@loudounwater.org

Pre-proposal Conference: Thursday, November 5, 2009
and Time: 10:00 a.m. (eastern time)
and Location: 44865 Loudoun Water Way, Ashburn, VA
ASF Board Room

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.

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1. PURPOSE

The purpose of this Request for Proposal (RFP) is to select a firm to evaluate alternatives for two (2) processes at the BRWRF (Broad Run Water Reclamation Facility):

- A. Upgrade of existing solids process.
- B. Grease receiving and treatment.

A description of the scope of services is described 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 (VWWA), the Virginia Public Procurement Act (VPPA) and the Loudoun County Sanitation Authority (Loudoun Water) Purchasing Regulations.

Schedule of Events (tentative):

- Date Issued: Wednesday, October 14, 2009
- Pre-proposal Conference: Thursday, November 5, 2009
- Deadline for Questions: Monday, November 9, 2009
- Submission of Proposals: Wednesday, November 18, 2009
- Shortlist Notice (if necessary): Wednesday, December 2, 2009
- Selection Interviews (if necessary): Thursday, January 7, 2010

The pre-proposal conference will be held in Loudoun Water's ASF Board Room located at 44865 Loudoun Water Way, Ashburn, VA 20147. Visit our website (<http://www.loudounwater.org/about/locations.cfm>) for directions. Attendance is strongly advised. A tour of the BRWRF will be conducted immediately following the pre-proposal conference.

2. COMPETITION INTENDED

It is Loudoun Water's intent that this RFP permit competition. It shall be the vendor'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. 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 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 sewer 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 and Loudoun Water's BRWRF. This plant discharges high quality effluent into Broad Run, which feeds the Potomac River.
- C. The BRWRF currently treats approximately four (4) million gallons of wastewater per day. The plant produces approximately 3-4 dry tons per day of anaerobically digested and dewatered biosolids with a solids content of approximately 22%, equivalent to approximately 15 wet tons of biosolids per day.
- D. Primary solids, primary scum, and thickened waste activated solids (WAS) are pumped to the Anaerobic Digesters for solids stabilization. Centrifuges are used for thickening the WAS. The digested solids are dewatered with centrifuges to produce a Class B biosolids that is suitable for land application. Methane gas from the anaerobic digestion is used as fuel for dual-fire boilers or burned in a gas flare.
- E. Currently the BRWRF does not, and cannot, receive or treat grease (e.g., from restaurants) due to facility limitations.
- F. The BRWRF schematic is included as Attachment A to this RFP. Offerors may review the complete set of construction drawings, memorandum on one biosolids upgrade option and plant operations data, if desired. Contact Bessie Nelson at 571.291.7948 or email bnelson@loudounwater.org to make arrangements. Copying services will not be available. An electronic version of these documents will be available upon request.

4. SCOPE OF SERVICES

General: Provide overall report for Tasks 1 and 2 containing concept drawings for each alternative, life cycle costs, narrative analysis and examples of similar locations with contact information.

Loudoun Water reserves the right to modify the scope as outlined herein based on input received from offerors and the successful firm. Additionally, the scope may be modified to control study costs.

Task 1 – Biosolids

Currently BRWRF produces a Class B biosolids suitable for land application or land filling. Loudoun Water's capital improvement plan calls for a sustainable upgrade to the Class B biosolids product. Loudoun Water would like to understand the current and near future sustainable options available in the industry that are suitable for Loudoun Water and the BRWRF. Specific items of work include:

1. Review BRWRF Design
2. Review Technical Memorandum by CH2M Hill regarding potential to upgrade Class A biosolids through thermophilic digestion
3. Review BRWRF biosolids data
4. Assess status of biosolids industry – identify drivers for change in regulations or practice.
5. Survey current and near future technologies
6. Assess practicality of upgrades/alternative to BRWRF
7. Provide life cycle cost estimates for up to three options
8. Make recommendation leading to design and construction

Task 2 – Grease Receiving Station

Currently BRWRF does not, and cannot, receive grease (e.g. from restaurants) due to processing limitation. Loudoun Water would like to be able to offer this service to its customer base. The study will look at the BRWRF and make recommendations evaluating sustainable options as to the location, configuration (i.e. equipment layout and processes), and operation of the station. The impact of this new wastewater source on the anaerobic digestion and current and future solids process will be evaluated and coordinated with Task 1. Specific items of work include:

1. Identify issues for receiving grease at BRWRF
2. Identify possible alternatives with corresponding to pros and cons for each alternative
3. Identify and recommend system for BRWRF
4. Provide life cycle cost estimate
5. Make recommendation leading to design and construction

5. CONTRACT CONDITIONS

Procedures

The extent and character of the services to be performed by the Offeror shall be subject to the general control and approval of Loudoun Water's General Manager or his authorized representative. Any change to the contract must be approved in writing by the Purchasing Supervisor and the Offeror. 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 a contract 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 sixty (60) day notice of cancellation, non-renewal, or change in the insurance coverage must be provided.

Hold Harmless Clause

The Offeror shall, during the term of the contract 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 vendor.

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 Contract

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

Termination

Subject to the provisions below, the contract may be terminated by Loudoun Water upon sixty (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 sixty (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 sixty (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 pages** (single 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:

- **Tab 1: Experience**:- Five (5) most relevant projects of a similar nature, including evaluation studies, outreach, and design. Include short descriptions, dates and client references (include contact person, address and phone number). Provide a short description of the clients needs and how the solution and process met these needs.
- **Tab 2: Staff Qualifications** - Summary qualifications of key individuals (and office location for each) to be assigned to the work. The Principal-in-Charge and the Program Manager must be assigned. Full resumes may be attached under Appendix A. Resumes must exhibit qualifications and experience of the individual in the type of work to be conducted with emphasis on roles and responsibilities on projects similar in nature to those expected under this agreement.
- **Tab 3: Approach** - Describe your approach to this project including any Particular challenges and opportunities to be considered as well as ideas and suggestions that will likely make the program successful.
- **Tab 4: Capacity and Outside Services** - Address firm's capacity to provide these services in a timely manner. List the outside services to be used. Describe the anticipated scope of work by sub-consultants and how they will be coordinated. Provide the qualifications, experience and capabilities of each firm and resumes of key staff members to be assigned to the program.
- **Tab 5: 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.

- **Tab 6: Appendices - (not included in the 40-page limit)**
 - Full resumes of key individuals proposed to support this project
 - Federal Standard Form 330, Part II.
 - RFP attachments including; completed Reference Form and RFP Submission Form.

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 shall be submitted in a sealed container. Ensure that the proposal container is completely and properly identified. The face of the container shall indicate:

RFP #2009-012-220

3:00 pm, November 18, 2009

Professional Engineering Services for BRWRF Biosolids / Grease Study

Each Consultant shall submit one (1) original and six (6) 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 P.O. Box 4000, Ashburn, Virginia, 20146 or hand delivered or shipped to 44865 Loudoun Water Way, Ashburn, Virginia 20147. They may NOT be emailed.
- B. Proposals must be received by Purchasing BEFORE November 18, 2009, 3:00 p.m. (eastern time) due date deadline. Requests for extensions of this time and date will not be granted. Firms 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

- A. Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation PRIOR to the time of acceptance.
- B. Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

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 the Loudoun Water

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

Prohibition as Subcontractors

No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

Deviations from Scope of Services

If there is any deviation from that prescribed in the scope of services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. Loudoun Water reserves the right to determine the responsiveness of any deviation.

Miscellaneous Requirements

- A. All proposals submitted shall be valid for a minimum period of one hundred and twenty (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 a contract 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 committee of Loudoun Water employees, who will independently read, review, and evaluate each proposal. Scoring will be based on the following criteria:

- A. Experience as defined in Tabs 1 and 4 of submittal (30 points)
- B. Staff Qualifications as defined in Tabs 2 and 4 of submittal (30 points)
- C. Approach as described in Tab 3 of submittal (30 points)
- D. Quality Assurance as described in Tab 5 of submittal (10 points)

After each member of the Selection 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 Selection Committee may conduct interviews with one or more Offerors. Representatives of the Selection Committee will conduct all subsequent negotiations and will make a recommendation for the contract awards.

References
(Must be completed by Offeror)

Offeror shall provide references on this form.

1. Firm Name _____

Contact _____

Title _____

Mailing Address _____

Phone _____

Email Address _____

2. Firm Name _____

Contact _____

Title _____

Mailing Address _____

Phone _____

Email Address _____

3. Firm Name _____

Contact _____

Title _____

Mailing Address _____

Phone _____

Email Address _____

**Professional Engineering Services for BRWF Biosolids / Grease Study
(RFP No. 2009-012-220)**

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
_____	_____
_____	_____
_____	_____

The Loudoun County Sanitation Authority (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 _____

