

**RIVANNA WATER AND SEWER AUTHORITY**

695 Moores Creek Lane  
Charlottesville, VA 22902-9016  
(434) 977-2970

March 5, 2019

**REQUEST FOR PROPOSALS  
RFP #19-01**

**For:** **CONTRACT FOR RISK AND RESILIENCY  
ASSESSMENT, EMERGENCY RESPONSE PLAN  
SERVICES**

**Proposal Due Date:** March 20, 2019  
4:00 p.m., local time

**Mailing and Delivery Address:** 695 Moores Creek Lane  
Charlottesville, VA 22902-9016

**Procurement Contact:** Lonzy E. Wood  
Director of Finance and Administration  
(434) 977-2970, Ext. 198  
[lwood@rivanna.org](mailto:lwood@rivanna.org)

**Technical Contact:** Katie McIlwee  
Executive Coordinator/Communications Manager  
(434) 977-2970, Ext. 101  
[kmcilwee@rivanna.org](mailto:kmcilwee@rivanna.org)

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**A. Purpose:**

The purpose of this Request for Proposal is to solicit proposals to establish a contract for compliance with the America’s Water Infrastructure Act (AWIA) of 2018. This RFP will be procured as a Competitive Negotiation for Other than Professional Services.

It is the intent of the Authority to pursue a single, agreement contract with the selected firm; however, the Authority reserve the right to enter into multiple contracts if advantageous.

**B. Background:**

The Rivanna Water and Sewer Authority (RWSA) is a regional non-profit corporation and political subdivision of the Commonwealth chartered in 1972 under the Virginia Water and Waste Authority Act (1950, as amended). RWSA supplies drinking water to and treats the sewage of the City of Charlottesville and certain areas of Albemarle County.

### **C. Scope of Work:**

The successful contract recipient(s) will develop a complete and comprehensive Risk and Resiliency Assessment and Emergency Plan which are in compliance with AWIA. As shown by the attached Work Authorization dated August 11, 2016, the Authority recently completed a Vulnerability Assessment and Emergency Response Plan. The scope of the required services includes a review of the completed vulnerability assessment work product, and the addition of all information required to comply with AWIA.

### **D. Ownership of Documents and Work Product:**

All documents developed for and paid for by the Authority, including but not limited to plans, evaluations, assessments, surveys, inspections, audits, studies completed or partially completed, and photographs, shall be the property of the Authority upon completion of the work or termination of the Agreement, and upon the Authority provision of full payment for work completed by selected firm(s).

### **E. Proposal Requirements and Selection Criteria:**

The respondents shall provide six (6) copies of their proposal and shall include the following:

1. Biographical sketch of firm members who will perform work on the project. (Maximum of one page for each resume)
2. Names and brief description of qualifications of any secondary consultants who would perform services with your firms. Include sub-consultant contact information.
3. General methodology to undertake the work including tasks of secondary consultants. (Maximum of two pages)
4. Description of representative projects completed by the firm. (Maximum of five pages)
5. Description of representative projects, that are currently underway or that have been recently completed, where a significant portion of the work was performed by team members that would be assigned to perform much of the work on this project, to include size of project, fee, and client references with contact information. (Maximum of five pages)
6. Proposed method of determining fees for assessment, including an explanation of all multipliers for overhead and profit, sub-consultants and other direct costs. (Maximum of three pages)
7. Explanation of firm's office location in relation to the RWSA service area.
8. Hourly rates.

### **F. General Provisions:**

**Pricing & Award:** Any award will be made under the Small Purchase provisions of the Virginia Public Procurement Act (VPPA). A standard fee schedule and schedule of other direct costs for all services anticipated in this project, including travel to and from Charlottesville, VA and per diems, will be required.

In the fee schedule, individuals offered as available for task assignments in previous section must be by job classification (or some other method) directly identifiable in the hourly rates identified. The proposer should address all reimbursable and administrative expenses in the schedule of other direct costs as well as any "markup" rates for expenses and direct costs.

All fee schedules and schedule of other direct costs will serve as the basis for final negotiation of scope and fee for the work. If a mutually acceptable contract cannot be negotiated between the Authority and the top ranked proposer(s), negotiations will be formally terminated, and the Authority will undertake to negotiate a contract with the next most qualified proposer.

The Authority reserve the right to award the work under the scope of service to multiple firms or individuals responding to this RFP if beneficial to the Authority.

**Authority Review and Action:** It is the Authority' intent to select the firm considered to best serve the interests of the Authority. In accordance with Section 2.2-4302.3 of the Code of Virginia, submittals will be evaluated based on the qualifications of the firms and their proposed project team, responsiveness to the scope of services, professional competence as evidenced by proposal submittals, qualifications and depth of key personnel, firm's experience with similar size/type projects, firm's record of accomplishing similar work within the estimated time and cost estimates, geographic location of personnel working on project, quality of previous work performed for RWSA and/or other clients, reasonableness and equity of fee structure, and other factors. A qualitative evaluation process (not a numerical scoring system) will be used by the Authority in assessing the proposals. The Authority retains the right to select based solely on proposal responses, or to short-list and schedule interviews with several firms to assist in the selection process. If interviews are conducted, it is anticipated that they will be held in March 2019. Once the top two firm(s) are selected as being best qualified and best suited to provide these services, negotiations will be undertaken with those firms. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror.

**Submission of Proposals:** Sealed proposals for the **CONTRACT FOR RISK AND RESILIENCY ASSESSMENT, EMERGENCY RESPONSE PLAN SERVICES** will be received by the Authority until 4:00 p.m., March 20, 2019. Six (6) copies AND an electronic .pdf copy may be either mailed, hand delivered, or express mailed to: 695 Moores Creek Lane, Charlottesville, VA 22902-9016.

Each proposal must be sealed and properly identified as specified herein and include a return address.

The lower left corner of the envelope should include the following:

**RFP 19-01**  
**Proposal for CONTRACT FOR RISK AND RESILIENCY ASSESSMENT,**  
**EMERGENCY RESPONSE PLAN SERVICES**

**Due: MARCH 20, 2019 AT 4:00 p.m.**  
**NAME OF FIRM**

**Late Proposals:** It is the responsibility of the firm to ensure that the Authority receive the submittal by the proposal due date and time. No submittals or modifications to submittals will be accepted after the proposal due date and time. Late proposals will be unopened, rejected, stored for 60 days by the Authority, and then disposed of or returned at firm's expense.

**Inquiries:** The Authority will assume no responsibility for oral instructions or interpretation. Any procurement questions regarding this solicitation that may change the specifications in this RFP must be received in writing at least seven days prior to the proposal due date. Inquiries must identify the RFP by title and due date. The Authority reserve the right to issue written addenda to any inquiries that alter the scope of the proposal. These addenda will be posted on the Authority' website. Technical questions concerning this solicitation may be made by contacting the technical contact as listed within this RFP.

Submit procurement inquiries to:

Lonzy E. Wood  
Director of Finance and Administration  
Rivanna Authority  
695 Moores Creek Lane  
Charlottesville, VA 22902-9016  
(434) 977-2970, Ext. 198  
lwood@rivanna.org

The technical contact for this RFP is:

Katie McIlwee  
Executive Coordinator  
Rivanna Authority  
695 Moores Creek Lane  
Charlottesville, VA 22902  
(434) 977-2970, Ext. 101  
kmcilwee@rivanna.org

**Acceptance or rejection of proposals:** The Authority reserve the right to waive informalities in proposals, to reject any or all proposals after all have been examined or to accept the proposal(s) of the offeror(s) which it deems most favorable to the interests of the Authority in accordance with the VPPA.

**Conformance with Virginia Public Procurement Act:** Any contract resulting from this Request for Proposals is subject to 2.2-4300 of the Code of Virginia, as amended, relating to the procurement of Nonprofessional Services, shall comply with Section 2.2-4302.2.

**Renewal of Contract:** Contract will not be renewable without authorization from the Executive Director.

**ADA reasonable accommodation clause:** If you need any reasonable accommodation for any type of disability to participate in this procurement, please contact the Technical Contact at (434) 977-2970 ext. 145 to plan arrangements.

**Proprietary Information:** Proposal sections containing trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror 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.

**Non-discrimination:** The Authority do not discriminate based on race, religion, color, sex, national origin, age or disability, or against faith-based organizations as defined under the Virginia Public Procurement Act based on such organization's religious or charitable character.

**Ethics in Public Contracting:** By submitting this Proposal in response to this RFP, the offeror certifies and warrants that (i) it has not violated any provisions of federal law or the Code of Virginia (ii) its Proposal is made without collusion or fraud, (iii) it has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with its proposals and (iv) it has 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. The proposer agrees that if such warranty is in any respect breached, such breach shall constitute a material breach of any contract that the Authority may award to it and it shall pay to the Authority the full price agreed by the City to be paid for the supplies, materials, equipment or services to be furnished under its bid.

**Insurance:** The selected firm shall provide ACORD certificates of insurance coverage illustrating the required liability insurance coverages and limits in addition to naming the OWNER as an Additional Insured, pay all premiums as presented by the insurance company or agent and keep in force until the expiration of this contract the following liability insurance policies with insurance companies licensed and admitted to conduct business within the Commonwealth of Virginia and on an Occurrence Form (minimum coverage amounts listed):

**Commercial General Liability:**

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (Any One Fire)	\$100,000
Medical Expense Limit (Any One Person)	\$10,000
Employee Benefits Liability	\$1,000,000
Retention or Deductible	None; \$1,000 for Employee Benefits
Notice of Cancellation or Non-Renewal	45 Days
Hold Harmless Agreement	Existence Stated in CGL Contract

**Business Automobile Liability:**

Combined Single Limit Liability	\$1,000,000
Medical Payments	\$5,000
Uninsured Motorist	\$1,000,000
Hired, Rented and Leased Autos	\$1,000,000
Non-Owned Autos	\$1,000,000
Retention or Deductible	None
Comprehensive Deductible	CONTRACTOR's Choice
Collision Deductible	CONTRACTOR's Choice

**Workers' Compensation and Employers Liability:**

Workers' Compensation  
Employers Liability

Virginia Statutory Benefits  
\$500/\$500/\$500,000 or  
Amount Necessary for Excess  
Liability Underwriters

Retention or Deductible

None

All subcontractors must maintain workman compensation insurance as required by Virginia Statute.