



REQUEST FOR PROPOSALS

Professional Services for SSO Special Order by Consent – SSES Phases

RFP #2009-4476-2205

January 16, 2009

City of Newport News

OFFICE OF THE PURCHASING DIRECTOR

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8721/ Fax: (757) 926-8038

www.nngov.com/purchasing

Sealed proposals, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, until the time and date shown below (local prevailing time), for furnishing the items or services described in the proposal.

Scope of Work: To develop a Sanitary Sewer Evaluation Survey Plan for the City of Newport News.

Proposal Due: February 6, 2009, @ Close of Business (COB)

Contract Officer: _____
Bill Lindsey, CPPO, C.P.M., Procurement Administrator (757) 926-8031

All contractors shall be made aware that a portion of this project is funded from the Virginia Clean Water Revolving Loan Fund (VCWRLF)

Firms submitting a proposal must comply with the President's Executive Order #11246 prohibiting discrimination in employment regarding race, color, creed, sex or national origin and Executive Orders #12138 and #11625 regarding the utilization of MBE/WBE firms. Firms must certify that they do not or will not maintain or provide for their employees any facilities that are segregated on the basis of race, color, creed or national origin. Firms must also comply with the Civil Rights Act of 1964.

AN ORIGINAL AND EIGHT (8) COPIES OF YOUR SUBMITTAL ARE REQUESTED

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers, if this offer is accepted within (90) calendar days from the date of the opening, to furnish any or all of the items and/or services offered. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this Request for Proposal and is authorized to contract on behalf of firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This Form Must Be Signed. Signature must be original, not photocopied)

Conditions and Instructions

1. All proposals must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the offeror may attach a letter hereto, which will be made a part of the proposal. All proposals must be submitted in a sealed envelope plainly marked using RFP number, date and time.
2. It will be the responsibility of the offeror to see that his proposal is in this office by the specified time and date. Date of postmark will not be considered. Telephone, fax and verbal offers will not be accepted.
3. Prices, if requested, should be stated in units of quantity specified, less federal, state, and local taxes.
4. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person submitting a proposal for the same product or service and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.
5. In event of default by the offeror, the City reserves the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each Department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
7. The offeror guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the offeror is not the patentee, assignee, or licensee.
8. All proposals must be signed by a responsible officer or employee of the named firm. Obligations assumed by such signature must be fulfilled.
9. If you do not submit a proposal, return the front signature page and state the reason. Otherwise your name may be removed from our notification list
10. By signing this proposal, the offeror assigns to the City of Newport News any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this offer. This provision is remedial in nature and is to be liberally construed by any court in favor of the City of Newport News.
11. Appeals Procedure: Upon request, administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of proposals, appeals from disqualifications and determinations of non-responsibility and appeals from decisions or disputes arising during the performance of a contract.

12. **Non-Discrimination:** During the performance of this contract, the successful bidder agrees as follows:

- a. He will not discriminate against any employees or applicants 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 one or more of these are a bona fide occupational qualification reasonable necessary to the normal operations 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 non-discrimination clause.
- b. The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

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 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.

This public body does not discriminate against faith-based organizations

For the purposes of this subsection, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract

13. Direct contact with City Department other that Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the Director of Purchasing or their representative.
14. Assignment of Contract: A contract shall not be assignable by the Offeror in whole or in part without the written consent of the City of Newport News.
15. Applicable Law and Courts: Any purchase order/contract resulting from this solicitation 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 Offeror shall comply with applicable federal, state and local laws and regulations. These Conditions and Instructions shall be applicable to the extent that they are non-contradictory to the proposal terms and/or instructions on the following pages. The contractor certifies that he does not and shall not during the performance of the contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended. Every business must register with the Virginia State Corporation Commission before transacting business in Virginia.

16. If City Hall is closed for business at the time scheduled for the proposal opening, sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.
17. If you have obtained this solicitation from our home page or from a source other than directly from the City of Newport News or from demandstar.com, you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide addenda to parties not listed by the City as plan holders. It is the offeror's responsibility to check with our office prior to submitting your offer to ensure that you have a complete, up-to-date package.

The original copy maintained at our offices, in the proposal file folder, shall be considered the official copy. In the case of any inconsistency between proposal documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the offeror may be cause to disqualify your proposal.

It is the policy of the City of Newport News to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. The Offeror is requested indicate how such businesses shall be utilized in the performance of this contract.

**SMALL, MINORITY, WOMEN-OWNED
BUSINESS OBJECTIVES**

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

Complete the following information and return the form with your package.

1. If you are a SBE, MBE or WBE, please check one of the following boxes:

SBE MBE WBE

2. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE** Dollars to be Sub-contracted \$ _____

Total **MBE** Dollars to be Sub-contracted \$ _____

Total **WBE** Dollars to be Sub-contracted \$ _____

3. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

Scope of Work

The City of Newport News desires to enter into an agreement with qualified engineering consultants to provide professional services required to manage field and related activities associated with the Sanitary Sewer Evaluation Survey (SSES) and related phases of the City's efforts to comply with the requirements of the SSO Special Order by Consent.

At a minimum, the work shall include:

- I. Sanitary Sewer Evaluation Survey Field Services Management
 - A. Coordinate the activities the following sewer facility condition assessment providers:
 1. Three (3) sanitary sewer condition assessment contracts.
 2. One (1) pump station condition assessment contract.
 3. One (1) force main condition assessment contract
 4. Additional contracts may be added based on work progress.
 - B. Ensure the condition assessment field work is performed in accordance with the Regional Technical Standards (RTS) of the SSO Special Order By Consent and the Newport News SSES Plan, dated December 31, 2008 as prepared by Brown and Caldwell.
 - C. Develop and Ensure standardized field findings and data delivery formats for all field work.
 - D. Continuously review the field data results and findings and make recommendations for revisions to the SSES plan as necessary.
 - E. Based on the review of field data and findings, advise the City of the need to pursue conditional field activities as specified in the SSES Plan.
 - F. Continuously review the status of each condition assessment work effort and advise the City of any changes required to meet critical milestones and schedules.
 - G. Develop public communication procedures.
 - H. Schedule bi-weekly coordination meetings with all service providers, City and other stakeholders. Develop agendas and distribute meeting minutes.
- II. Newport News Sanitary Sewer Rehabilitation Plan Development
 - A. Based on the findings of the SSES, identify significant defects for inclusion in the City's Sewer Rehabilitation Plan based on the requirements of the RTS.
 - B. Evaluate various rehabilitation methods for the identified defects in each SSES basin
 - C. Evaluate cost and feasibility of various rehabilitation methods (including replacement)for the identified defects within each SSES basin and provide recommendations for rehabilitation/replacement. Determine the cost effectiveness of the recommendations.

- D. Estimate achievable I/I reductions based on selected rehabilitation methodologies for each SSES basin. This estimate commits the City to realizing the I/I reductions.
- E. Develop a rating system to prioritize each rehabilitation project in accordance with the RTS.
- F. Develop a schedule for implementing the Sewer Rehabilitation Plan..
- G. Prepare the Sewer Rehabilitation Plan Report for submission to the Virginia Department of Environmental Quality by NN

III. Newport News Sanitary Sewer “Find & Fix” Program

- A. Based on the findings of the SSES, the Consultant shall, in conjunction with the City, identify those defects that pose imminent risk of failure resulting in threats to the environment or Public Health from SSO’s.
- B. Continuously review the SSES field work to identify “Find & Fix” issues.
- C. Develop a work order procedure for obtaining contractor services (both design & construction) for resolving “Find & Fix” issues. Procedure shall detail: the level of construction documentation, estimation of costs, referenced construction standards, approval authorizations, etc.
- D. Retain the services of on-call utility contractor(s) with established unit pricing effective for one (1) year. Perform repairs in accordance with City approved work order. Verify the adequacy of the repair.
- E. Document all completed work orders.
- F. Track work order expenditures and provide monthly reports.

IV Administrative Support

- A. Attend meetings with HRPDC/Regulatory Authorities as directed by the City
- B. Develop program budget.

V Other services as directed by the City

The City reserves the right to modify the above scope subsequent to the receipt of proposals.

Submittals

Submittal Requirements

1. Description of the firm and statement of qualifications. (5 page maximum)
2. Evidence of familiarity with SSES and related work. (5 page maximum)
3. Names and qualifications of work team members. Include an organization chart and a separate matrix showing personal experience with the Special Order by Consent and local municipality references. (10 page maximum)
4. Statement confirming the firm is under contract with a signatory to the SSO Consent Order (1 page)
5. Non-binding fee estimate for professional engineering services. (1 page)
6. Detailed and binding costs for various reasonably anticipated construction services related to repair and rehabilitation of sanitary sewer systems. It is anticipated that the listing of the services will include several hundred items with adequate detail to define typical conditions and appropriate costs so that the work can be chosen from the listing and executed without further negotiation. (30 page maximum)
7. One original and Eight (8) copies of the proposal are to be provided.

Evaluation Criteria

The following criteria will be used in the evaluation and rating of proposals firm for the proposed project. **They are listed in order of importance.**

- Demonstrated familiarity with the SSO Special Order by Consent as executed by the City. Specifically, Consultant shall be under contract with at least one other signatory to the SSO Special Order by Consent.
- Qualifications and experience of the firm in performance of SSES and related work.
- Qualifications and experience of proposed work team(s) in the performance of SSES and related work.
- Completeness of proposal along with a general understanding of the scope of the services being requested.
- Construction cost estimates.
- Non-binding fee estimates from the firms selected for interviews.

Method of Selection

Proposals will be evaluated and interviews scheduled with selected firms in accordance with “Contracting for professional services” method of selection outlined in the Code of Newport News, Virginia Section 2-570-1. Should the City determine that only one offer is fully qualified or that one offer is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that offer.

Firms selected for interviews shall submit at time of interview a non-binding estimate of their fees in a sealed envelope that will be opened only after ranking of the offerors has been determined. At the interview stage, the City may discuss non-binding estimates of total project costs. Proprietary information from competing offerors shall not be disclosed to the public or competitors.

Award

Award will be made in accordance with Code of Newport News, Virginia Section 2-570, Award. Award shall be made to the responsible offeror whose proposal is determined in writing to be the more advantageous to the city, taking into consideration price and the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made. The award of a contract shall be the sole discretion of the City. The award shall be based on the evaluation of all information as the City may request. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the RFP. Further, the City reserves the right to enter into a contract deemed to be in its best interest. Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of Award may also appear on the purchasing website: www.nngov.com/purchasing.

Questions

Submit questions regarding the RFP in writing to Bill Lindsey not less than five (5) days prior to the closing date of the Request For Proposal. Questions may be transmitted by facsimile (757) 926-8038 or email blindsey@nngov.com

Direct contact with any City employee, without the expressed permission of the Director of Purchasing or designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.

Debriefing

The City Code requires that in the RFP process that all information as to persons or firms making offers or the contents of any offers is kept confidential. This information can only be given out after an award or decision to award has been made. After an award is made, or the decision to make an award is made, the file is available in the Purchasing Department for public review. Request a review time during normal business hours. 8-5, Mon-Fri.

Silence of Specifications

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as

meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Cancellation

The City may terminate this contract at any time without cause, in whole or in part, upon giving the Consultant a thirty (30) day written notice. Upon such cancellation, the Consultant shall immediately cease services. The City shall be liable only to the extent the work already performed and is found useful in completing the design with in-house staff or by another Consultant.

Should services be unsatisfactory or untimely, the City shall have the right to cancel the services immediately with a written notice that identifies the failure to the Consultant. Cancellation shall not release the OFFEROR from legal remedies available to the City.

Trade Secrets/Proprietary Information

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 bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.1 of City Code). Please mark One:

- No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.
- Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the page numbers and the reasons for why the information is considered a trade secret and/or proprietary information. **Do Not Mark the Whole Proposal Proprietary.**