

**Regional Water Resource Agency
Max Rhoads Capital Improvements
REQUEST FOR QUALIFICATION # 2021-22**

SCOPE

The Regional Water Resource Agency (RWRA) is the comprehensive provider of public wastewater services for the Owensboro-Daviess County, Kentucky community. RWRA is responsible for all review, planning, and operation of the sanitary sewer service within the 201 Facilities Planning Boundary defined for Daviess County with the exception of Whitesville, KY. RWRA is also in charge of the combined sewer system that is contained within the City of Owensboro and all associated Combined Sewer Overflow (CSO) requirements.

The Regional Water Resource Agency (RWRA) is seeking the professional services of a qualified firm or individual to perform consultant services for RWRA's Capital Improvement Projects at the POTWs as identified in RWRA's 20-year Comprehensive Sanitary Sewer Master Plan.

DUE DATE AND TIME

All proposals must be submitted as described below to the location listed below no later than **2:00 pm local prevailing time on Friday, January 29, 2021**; at this time the name of each firm submitting a proposal will be announced. The proposals will not be publicly opened at this time. Any proposals received after the due date and time will be returned unopened.

GENERAL COMPLIANCE

Please read these instructions carefully.

PROPOSAL SUBMISSION: The signed, completed, original proposal package and copies must be sealed in an envelope with the firm/individual's name, the proposal number (2021-22), and the proposal due date clearly marked on the outside of the envelope. **The proposal shall be addressed and delivered to Regional Water Resource Agency, Attn: Tonva Smith, Purchasing and Administration Manager, David W. Hawes Wastewater Treatment Plant, 1722 Pleasant Valley Road, Owensboro, KY 42303.**

PROPOSAL COPIES: When submitting proposals, include the original signed proposal, along with four (4) copies of the entire proposal submitted. The original proposal and all copies shall be submitted in one envelope.

QUALIFICATIONS: The proposing firm/individual must demonstrate to the satisfaction of RWRA that it has adequate personnel, experience and understanding of the project to perform all tasks required within the scope of the project.

No contract will be awarded to any firm/individual who, in the opinion of RWRA, is not qualified to perform satisfactorily due to a previous unfavorable performance, reputation or lack of experience, capital, organization, and/or personnel to conduct and complete the services in accordance with the terms and conditions of the contract.

COMPLETION SCHEDULE: The proposal shall include a schedule for completion of all phases necessary to achieve the analysis and design of all components necessary for Capital Improvements to Max Rhoads WWTP as referenced in RWRA's Comprehensive Master Plan. The proposer will be expected to fulfill all obligations as specified in the proposer's schedule. **The projected schedule shall be a part of the proposal evaluation.**

ACCEPTANCE PERIOD: All prices quoted in this proposal must remain firm and open to acceptance by RWRA for a minimum period of sixty (60) days after RFQ due date.

DISQUALIFICATION FROM FUTURE BIDs/RFQs: Any firm/individual awarded a contract that fails to fulfill all obligations of contract may be disqualified from submitting a proposal on any Regional Water Resource Agency projects for a period of up to five (5) years.

METHOD OF AWARD: This proposal will be evaluated based on the evaluation criteria established in this RFQ.

It is expected that written or oral discussions may be conducted with responsible offerors that are being considered by RWRA for the award. Discussions shall not disclose any information derived from proposals submitted by competing offerors. An award without any discussions, based on initial proposals, may be made as provided for in KRS 45A.370(3).

The RWRA reserves the right to reject any and all proposals and to waive any irregularities in said proposals, and the RWRA also reserves the right to award a contract based on the best interest and/or most advantageous to RWRA.

Requests for additional information or clarifications of this RFQ should be directed to Tonya Smith, Purchasing and Administration Manager, Telephone (270) 687-8440, by fax to (270) 687-8444, or by e-mail to bids@rwra.org.

COMPLIANCE WITH APPLICABLE LAWS/REGULATIONS: Successful firm/individual must comply with City of Owensboro/Daviess County ordinances relating to Occupational License Fees, Business Licenses, payroll and net profits taxes and any other ordinances which may apply to any particular RFQ package.

COMPLIANCE WITH EQUAL OPPORTUNITY STATUTES: The Regional Water Resource Agency is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, physical or mental disability, or any other characteristic protected by law. RWRA is also committed to employing only United States citizens and aliens who are authorized to work in the United States and complies with the Immigration Reform and Control Act of 1986.

Therefore, the successful vendor must demonstrate to the satisfaction of RWRA that he also conforms to all Federal, state, and local equal opportunity statutes. Further, the vendor will reimburse RWRA for any damages incurred due to any violation of the above-mentioned statutes by the vendor while under contract.

RELEASE AND INDEMNITY AGREEMENT: The successful vendor shall be required to sign and have notarized the attached RWRA "RELEASE AND INDEMNITY AGREEMENT" or their bid will not be considered. (Appendix A)

BONDING: There is no bid bond required.

COMPLIANCE WITH KRS 45A.343 AND KRS 45A.395: Attached are statements which must be completed by offerors. **These statements are required under the listed statutes, and must be completed and submitted with the proposal.** (Appendix B & C)

CONFLICTS OF INTEREST

All bidders are responsible for complying with the following, KRS 45A: 455: *Conflicts of Interest - Gratuities and Kickbacks — Use of Confidential Information*

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendations, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding

or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of another person.

For further information on the conflict of interest statutes, see the "Recovery of value of anything transferred or received in breach of ethical standards" at KRS 45A.460, and "Definitions for terms used in KRS 45A.445 to 45A.460" at KRS 45A.445.

NON-COLLUSION STATEMENT: Vendors, by submitting a proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Kentucky or United States law.

SAFETY: Vendor must perform work in a safe and timely fashion, maintain a clean and safe work environment, follow safety requirements established by OSHA, the Regional Water Resource Agency and comply with all federal, state, and local occupational safety and health laws and regulations.

INSPECTION: RWRA will not require a meeting before the due date of the RFQ but does recommend that each firm visit the sites to verify conditions pertinent to obtaining relevant information needed to complete the project.

INSURANCE REQUIREMENTS: The successful consultant covenants and agrees to maintain and keep in force during the term of the contract, worker's compensation, property, casualty, and general liability from an "A" or better rated (by AM Best Rating System) insurance company in the following minimum amounts.

<u>Type of Insurance</u>	<u>Limits</u>
Workers Compensation	Statutory
Commercial General Liability	\$1,000,000/1,000,000 CSL
Commercial Automobile Liability	\$1,000,000
Professional Liability	\$2,000,000
Excess/Umbrella Liability Coverage	\$3,000,000

The Regional Water Resource Agency shall be listed as “Additional Insured” in respects to the General Liability, Automobile and Excess/Umbrella Liability and shall further require that its liability carrier(s) notify RWRA at least thirty (30) days prior to the effective date of any change(s) in or cancellations of said insurance policies. A current copy of consultant’s insurance certificate providing proof of insurance as stated above must be on file with the RWRA Purchasing Manager prior to contract award. The firm awarded this project shall not limit their liability to the value of their fees, but only to the value of their insurance policy, meeting or exceeding the limits identified above.

Max Rhoads WWTP Capital Improvements

OVERVIEW

RWRA is the comprehensive provider of public wastewater services for the Owensboro-Daviess County community. The Agency is seeking the professional services of a qualified engineering firm/individual to furnish all services as required in order to produce plans, specifications, and bid documents for capital improvements of Max Rhoads WWTP (MRP). Consultant should assume that research and collection of relevant RWRA data is to be completed by the consultant staff as needed. RWRA's 20-year Comprehensive Masterplan has identified the capital improvement needs at the MRP.

RWRA provides wastewater services for a population of approximately 70,000. The Agency operates two municipal wastewater treatment plants and maintains approximately 450 miles of sewer mains and 55 pump stations.

Qualifications from Engineering Firms to provide the services defined herein. Submitted proposals will be used in the selection process of a qualified firm that will provide consultant services for the Project.

SCOPE OF SERVICES

The following items are to be included in the scope of work to be completed by the Engineering Firm for this project:

- Review current plans, reports, studies, and data of MRP.
- Ensure Regulatory Compliance with KDOW and EPA both for current and future conditions
- Review MRP Analysis of Hydraulic and Treatment capacity
- Produce plans, specifications, and bid documents for capital improvements to:
 - MRP Aeration
 - MRP Peak Flow Expansion
 - MRP Solids
 - MRP Nutrient
- Produce an achievable schedule that aligns with the milestones listed in the Project Schedule

PROJECT SCHEDULE

The following milestones shall be adhered to for the project schedule:

- Begin analysis and design – March 2021
- Finalize analysis and design – December 2021
- Bid construction projects – January 2022
- Start construction projects – March 2022

QUALIFICATIONS OF CONSULTANTS

Statement of Qualifications shall identify specific personnel to be assigned to this project, including resumes of those persons detailing their experience on similar projects.

Describe the degree of familiarity and experience of similar projects. Provide a list of projects of similar complexity and magnitude undertaken and completed in the past 5 years and provide references.

RWRA will have a selection committee to evaluate the qualifications and will determine rankings based on materials submitted. Interviews of the top rankings firms may be conducted during the selection process.

REFERENCES

Proposer shall provide references for a minimum of three (3) successful projects of a similar nature. Each entry must include the date of the project, a general description of the project, client name, a contact person and telephone number and/or e-mail address. **Proposals submitted without the required reference information will not be considered.**

PROPOSAL FORMAT

- Proposer name
- Proposer address
- Contact person, telephone and fax numbers
- E-mail address
- Authorizing signature
- Proposing Firm' s/Individual' s qualifications
- Experience on similar projects
- Resumes of key personnel assigned to this project
- Proposed start date
- Anticipated completion date
- References
- Other information the vendor wishes to provide
- Vendor statement required by KRS 45A.343
- Vendor statement required by KRS 45A.395
- Release & Indemnity Agreement
- Certificate of Insurance

PROPOSAL EVALUATION

Proposals shall be evaluated based on the following criteria:

1.	Consultant's understanding of RWRA's approach to the project as demonstrated in the description and scope of work.	0-15
2.	Consultants experience with projects of similar complexity and function.	0-20
3.	Qualifications of Consultants Key Personnel.	0-20
4.	Demonstrated ability of the Consultant to perform quality work, to control cost, to meet schedules, and approach to this project.	0-10
5.	Completeness of the work included in the Proposal	0-15
6.	Consultants familiarity with Kentucky Division of Water	0-10
7.	Completion Schedule	0-5
8.	References	0-5
TOTAL POINTS POSSIBLE		100

Appendix A

RELEASE & INDEMNITY AGREEMENT

WHEREAS _____ (hereinafter referred to as "First Party") shall be performing duties or activities on property owned by the Regional Water Resource Agency (hereinafter referred to as "RWRA");

NOW, THEREFORE, in consideration of these premises, the First Party acknowledges covenants and agrees as follows:

The First Party agrees to assume any and all responsibility and liability for the negligent acts and/or omissions of their agents, servants, and/or employees. The First Party shall be responsible for its employees and shall exercise all dominion, control, and authority over the means/methods used by its employees to perform any work for RWRA or while on RWRA property;

The First Party further covenants to comply with all federal, state, and local occupational safety and health laws and regulations, and local, state, and federal laws and regulations for "Maintenance and Control of Traffic During Construction".

First Party further covenants and agrees that the RWRA shall not be liable to the First Party under any circumstances, for loss of life, injury, damage to property, or pecuniary loss occasioned by the use of RWRA property, facilities, tools, and materials.

First Party covenants and agrees to release, acquit, discharge, and hold RWRA harmless from any and all claims, costs, attorney fees, or judgment by any third party arising out of the negligent acts and/or omissions of the First Party's employees, agents, or servants.

First Party agrees to indemnify and hold the RWRA harmless from any and all expenses incurred in connection with the defense of any action which may be brought against the RWRA, its employees, agents, and servants, and will further indemnify RWRA to the extent and in the amount, of any claim, attorney fees, costs, and judgment established against the RWRA, and any agent thereof, their employees, agents, or servants, arising from any cause herein above set forth.

The First Party through its duly-authorized representative designated below, states that said representative has carefully read the foregoing Release and Indemnity Agreement, knows the contents thereof, and signed same as their own free act and deed this _____ day of _____, _____.

(Signature of Representative)

Authorized Signature for: _____
(First Party)

COMMONWEALTH OF KENTUCKY)
COUNTY OF DAVIESS)

SUBSCRIBED AND SWORN TO before me by _____, on behalf of _____,

on this the _____ day of _____, _____.

Notary Public, State-At-Large
My commission expires: _____

Appendix B

VENDOR'S STATEMENT PURSUANT TO KRS 45A.343

The undersigned, as a duly authorized officer of _____,
Pursuant to KRS 45A.343 states;

1. To the best of my knowledge, information and belief, _____
has not been finally determined to have violated any of the provisions of KRS Chapters
136, 139, 141, 337, 338, 341, or 342 that apply to it within the five year period
preceding this statement.

2. _____ acknowledges that it will be required to be in
compliance with those provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and
342 that apply to it for the duration of the Contract to be entered into with the
Owensboro-Daviess County Regional Water Resource Agency, doing business as
Regional Water Resource Agency.

3. _____ acknowledges that if it fails to reveal any
final determination of violation of KRS Chapters 136, 139, 141, 337, 338, 341, or 342,
or to comply with the applicable provision of those statutes for the duration of the
aforesaid Contract, such shall be grounds for Regional Water Resource Agency to:
 - a. Cancel its contract with _____, and
 - b. Disqualify _____ from eligibility for future
contracts awarded by Regional Water Resource Agency for a period of five
years.

This the _____ day of _____, 20_____.

(Company Name)

By: _____
(Typed or printed name) (Bidder's Signature)

Title: _____

Appendix C

STATEMENT REQUIRED PURSUANT TO KRS 45A.395

The provisions of KRS 45A.395 required that any bidder or offeror submit a sworn statement in conformity with such statute as a prerequisite to a determination that such bidder or offeror is a responsible bidder.

The undersigned, individually and as the _____ (office or title) of _____ (bidder or offeror) states under penalty of perjury that neither he (she), nor, to the best of his (her) knowledge, anyone acting on behalf of Bidder or Offeror, has knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder or Offeror will not violate any provision of the campaign finance laws of the Commonwealth. "Knowingly" means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

This the _____ day of _____, 20_____.

(Company Name)

By: _____
(Typed or printed name) (Bidder's Signature)

Title: _____

Appendix D

Insert Certificate of Liability Insurance