

**Regional Water Resource Agency
Long Term Control Plan Legal Services
REQUEST FOR QUALIFICATION # 2024-15**

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 (CSS) that is contained within the City of Owensboro and all associated Combined Sewer Overflow (CSO) requirements. As part of that responsibility RWRA submitted the Combined Sewer Overflow Long Term Control Plan (LTCP) on May 27, 2016. This Plan was approved by the Kentucky Environmental and Public Protection Cabinet Division of Water (KDOW) on July 22, 2016. The Plan was accepted by the United States Environmental Protection Agency Region IV (EPA) on July 28, 2016. The KDOW allowed RWRA 10 years to complete the terms of the approved LTCP, which expires on July 28, 2026. RWRA is in the final stages of completing the terms of the LTCP, and is starting the process to apply for closure of the LTCP.

RWRA is seeking the legal services of a qualified firm or individual to provide legal services in connection with RWRA's Closure Plan for the LTCP (Project).

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 Thursday, December 28, 2023**; 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 (2024-15), 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 and a USB thumb drive 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 reason including 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 Project will commence in January 2024, and will run through final approval by both the KDOW and the EPA. It is anticipated the duration of the Project will be through 2026, but the schedule will be adjusted accordingly until a satisfactory closure or continuation plan is put into place. The proposer will be expected to fulfill all obligations for the duration of the schedule.

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, 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.

INDEMNITY AGREEMENT: The successful vendor shall be required to sign and date the attached RWRA " 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 reviews the LTCP. The plan may be found on RWRA's website at: <https://rwra.org/about-us/long-term-control-plan/>

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.

RWRA LTCP Closure Plan

OVERVIEW

RWRA is the comprehensive provider of public wastewater services for the Owensboro-Daviess County community. RWRA is currently implementing the approved LTCP, and is in the process of developing the Closure Plan. The Agency is seeking the legal services of a qualified firm/individual to furnish all services as required to complete the Project to RWRA's satisfaction.

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

SCOPE OF SERVICES

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

- Review RWRA's current LTCP, correspondence, reports, meeting minutes
- Attend National and Regional Meetings as RWRA's Representative as needed
- Review legal activity around the nation as it pertains to CSS communities. Particular attention shall be applied to those communities that:
 - Have utilized the Presumptive II or III approach in their LTCP
 - Fall within the jurisdiction of EPA's Region IV
 - Fall with the jurisdiction of the KDOW
- Ensure Regulatory Compliance with KDOW and EPA in all responses
- Provide Legal guidance in development of the Closure Plan
- Act as or coordinate provision of counsel of record in any judicial or administrative proceedings related to the Closure Plan

PROJECT SCHEDULE

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

- Begin Closure Plan – January, 2024
- Submit Plan to KDOW and EPA – TBD – Approximately 2026

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 with the EPA CSO Policy, LTCP's and Closure Plans as well as the Clean Water Act. Provide a list and status of any casework or litigation relating to the Clean Water Act, EPA Enforcement or KDOW Environmental Enforcement Actions the Proposer has been involved with and details of said involvement. Provide a list of projects of

similar complexity and magnitude undertaken and completed in the past 5 years, preferably projects with Closure Plans submitted, and provide at least 3 references, including specific contact information.

Describe the degree of familiarity and experience with KDOW and EPA Region IV. Describe familiarity with EPA's Financial Capability Guidelines (FCG) including their 2023 FCG guidance.

Describe familiarity of tools available to Communities, including Use Attainability Assessments, Integrated Planning Framework and other State and Federal loan funds and programs.

RWRA will have a selection committee to evaluate the qualifications and will determine rankings based on materials submitted. Interviews of the top-ranking 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 may 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
- References
- Other information the vendor wishes to provide
- Vendor statement required by KRS 45A.343
- Vendor statement required by KRS 45A.395
- 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.	0-10
2.	Consultants experience with similar LTCP including complexity and function.	0-20
3.	Qualifications of Consultants Key Personnel.	0-15
4.	Consultants Familiarity with the Clean Water Act	0-20
5.	Demonstrated ability of the Consultant to perform quality work, to control cost, to meet schedules, and approach to this project.	0-10
6.	Consultants familiarity with Kentucky Division of Water	0-10
7.	Consultants familiarity with EPA Region IV	0-10
8.	References	0-5
TOTAL POINTS POSSIBLE		100

Regional Water Resource Agency

INDEMNITY AGREEMENT

_____ (the "Contractor") desires to provide labor and materials to the Regional Water Resource Agency ("RWRA").

RWRA is willing to allow the Contractor to provide labor and materials under the following conditions.

The parties therefore agree as follows:

1. The Contractor shall assume all responsibility and liability for the negligent acts or omissions of its agents, servants, or employees. The Contractor shall be responsible for its employees and shall exercise all dominion, control, and authority over the means and methods used by its employees to perform any work for RWRA or while on RWRA property.
2. The Contractor shall 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".
3. To the fullest extent permitted by law, Contractor shall indemnify RWRA, its officers, directors, agents, and employees from all claims for bodily injury and property damage, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of Contractor's work, but only to the extent caused by the acts or omissions of the Contractor or anyone employed directly or indirectly by the Contractor or by anyone for whose acts any of them may be liable.

The effective date shall be considered the latter of the two dates as listed.

Contractor: _____

Owner: RWRA

Print Name: _____

Print Name: _____

Signed By: _____

Signed By: _____

Date: _____

Date: _____

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: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Owensboro (BB) / AssuredPartners NL 1925 Frederica Street Owensboro, KY 42301	CONTACT NAME: Kelli Smith PHONE: (270) 000-0000 FAX: (270) 000-0000 (A/C, No, Ext): E-MAIL: email@assuredpartners.com ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Cincinnati Insurance Company	NAIC # 10677
INSURED Contractor (On-Site)	INSURER B: Kentucky League of Cities S0402	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ETD 0000111	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 PROFESSIONAL LI \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		ETD 0000111	7/1/2021	7/1/2022	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		X	ETD 0000111	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	W001-2021-00011	7/1/2021	7/1/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 4,000,000 E.L. DISEASE - EA EMPLOYEE \$ 4,000,000 E.L. DISEASE - POLICY LIMIT \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as additional insured with respect to General Liability, Auto Liability and Excess/Umbrella Liability.

CERTIFICATE HOLDER

Regional Water Resource Agency
1722 Pleasant Valley Road
Owensboro, KY 42303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE