

AUGUSTA COUNTY SERVICE AUTHORITY d/b/a AUGUSTA WATER

Verona, Virginia

REQUEST FOR PROPOSAL TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR WASTE TO ENERGY FEASIBILITY STUDY AT THE STUARTS DRAFT WASTEWATER TREATMENT PLANT

Date of Issuance: January 13, 2025
RFP #2503

- I. General: The Augusta County Service Authority d/b/a Augusta Water (hereinafter referred to as the “Owner”) seeks proposals from qualified firms to perform a Feasibility Study (Study) on developing a Waste to Energy facility at the Stuarts Draft Wastewater Treatment Plant (WWTP). Primary elements of this project are anticipated to include:
 - A. Evaluation of suitability of existing facility for Waste to Energy production. The WWTP is an Enhanced Nutrient Removal facility permitted at 4.0 Million Gallons per Day (MGD). Current flow at the WWTP averages 1.25 MGD. The WWTP process includes a Flow Equalization Lagoon, Aeration Tanks, Secondary Clarifiers, Denitrification Filters, and UV Disinfection. Sludge is processed through Aerobic Digesters, Gravity Thickeners/Sludge Holding Tanks, and a Belt Filter Press. Evaluation must include reasonable growth projections from Augusta Water Master Planning for domestic/commercial/industrial use. Identification of permitting requirements and potential for acquisition of additional permitting to accommodate the waste to energy production.
 - B. Evaluation of potential upgrades, including construction of additional capital infrastructure, to either make the WWTP suitable for Waste to Energy, or to enhance the efficiency of the WWTP as a Waste to Energy facility. Evaluation shall also include increases in operating expenses (additional staffing, training, maintenance equipment, power, chemicals, etc.).
 - C. Identification and evaluation of dependable potential sources for high-strength waste for use in Waste to Energy production and methods of delivery of those wastes to the WWTP.
 - D. Evaluation of potential to relax pretreatment limits on specific industries currently sending pre-treated waste to the WWTP, in order to provide a readily available, consistent waste stream.
 - E. If gas production is deemed to be feasible, provide additional evaluation of costs of gas treatment infrastructure to support production of commercial/ gas line quality product.
 - F. Evaluation of potential purchasers of Waste to Energy pipeline quality gas, and methods of delivery of that gas to those purchasers. Evaluation must include

pipeline extension costs, fees charged by the gas pipeline owner for initial connection, and any ongoing monitoring or maintenance expenses required by the pipeline owner to ensure gas quality.

- G. Evaluation of production of agricultural-grade nitrogen- and/or phosphorus-based fertilizer, including potential purchasers of such product and delivery of those products to said purchasers.
- H. The designed project shall ensure continued compliance with redundancy and reliability requirements in the WWTP permit and pertinent regulations. The Study shall include an evaluation of OSHA's stored fuel standard and applicability to the WWTP and list additional training required for operations and maintenance staff as a result of gas/energy production.
- I. Provide a report detailing options evaluated with an evaluation of Return on Investment (ROI) for the option with the lowest capital and operating expenses. Provide conclusion regarding feasibility based reasonable timeframe for ROI.

II. Service Area: The Stuarts Draft Wastewater Treatment Plant is a 4.0 MGD Enhanced Nutrient Removal wastewater treatment facility which provides services to the Stuarts Draft area of Augusta County, Virginia.

III. Scope of Services: To accomplish its mission of providing the highest quality and cost-effective wastewater treatment to its customers, the Owner seeks professional engineering services to evaluate the feasibility of Waste to Energy production at the Stuarts Draft WWTP as described in this RFP. Services needed may include but not necessarily be limited to the following:

- A. Conduct reviews of existing studies, preliminary engineering reports, facility data, and other available information necessary to support the orderly development of the Study.
- B. Conduct workshops with WWTP staff to assist in initial evaluation of available data and confirmation of current facility performance.
- C. Prepare technical reports to convey evaluations and recommendations of the project.
- E. Attend and provide summary of findings at regular Authority Board meetings, if requested.

IV. Selection Process and Schedule: The selection of one or more firms will be made in accordance with the procedures outlined in § 2.2-4302.2 Process for competitive negotiation in the Code of Virginia. The following schedule is anticipated:

- a. Deadline for proposals..... February 27, 2025
- b. Review of Proposals..... March 14, 2025
- c. Award of work..... March 28, 2025

All proposals will be evaluated by the Owner to select consultants to provide services for the listed project.

- V. Contents of Proposals: Each firm that wishes to submit a proposal in response to this request must submit six (6) copies of its written proposal and one digital copy on a USB drive. Firms may also choose to electronically submit the proposal as specified below. The proposals must contain information sufficient to assist the Owner in its evaluation of the firm's abilities according to criteria listed below and such information as the firm may feel is relevant to fully demonstrate its capabilities. The Owner reserves the right to reject any and/or all proposals submitted.

The Owner is subject to the Freedom of Information Act (FOIA). Proposals may be released upon request. To exempt the release of trade secrets or proprietary information this information must be properly identified in the proposals prior to or upon submission, in accordance with Virginia Public Procurement Act, §§ 2.2-4300, et seq. § 2.2-4342 (F).

- VI. Evaluation of Proposals: Selection criteria will include but not be limited to the following items:

- a. Qualifications and experience of the individuals who will perform and supervise the work requested by the Owner. 30 Points
- b. Technical capabilities of the firm personnel with respect to the specific requirements of the evaluation/project. 25 Points
- c. Past project experience with Owners/Operators of wastewater treatment facilities and Owners/Operators/Marketers of natural gas utilities. 25 Points
- d. Corporate philosophy and approach employed in problem solving with an emphasis on similar alternate energy projects and resource recovery / optimization at wastewater treatment facilities. 20 Points

- VII. General Terms and Conditions:

- A. DEFINITIONS: The terms "Invitation to Bid", "Bid", "Request for Proposals", and "Proposal" shall be deemed equivalent. The term "Bidder" shall include proposers responding to a Request for Proposals (RFP).
- B. PRECEDENCE OF TERMS: In the event there is a conflict between the general terms and conditions and any special terms and conditions which may be included in this solicitation, the special terms and conditions shall apply.
- C. CLARIFICATION OF TERMS: If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the person whose name appears on the first page of the Invitation to Bid. Any revisions to the solicitation will be made only by addendum, issued by OWNER.
- D. ADDENDA: In the event there are any addenda, they will be posted to the OWNER's website at www.augustawater.com/bids. It is the Bidder's responsibility

to check the website prior to the submittal deadline to ensure the Bidder has a complete, up-to-date package.

- E. **PAYMENT TERMS:** Payments will be made upon verification of delivery and receipt of materials. All pay requests and supporting documentation must be approved by OWNER and will be submitted for payment in accordance with OWNER's payment policies. Approvals for payment under this procurement will be by the OWNER's designated representative, or their designee.
- F. **QUALIFICATIONS OF BIDDERS:** OWNER may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to OWNER all such information and data for this purpose as may be requested. OWNER reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. OWNER further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy OWNER that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- G. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Bidder in whole or in part without the written consent of OWNER.
- H. **INDEPENDENT CONTRACTORS:** The parties hereto are independent contractors and are not agents, partners, or joint ventures. Neither party shall have the ability to bind the other to any contract with a third party and neither party shall hold itself out to any third party as having the right to bind the other party to any contract.
- I. **ANTITRUST:** By entering into a contract, Contractor conveys, sells, assigns, and transfers to Owner all rights, title and interest in and to all causes of action you may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Owner under this contract.
- J. **SCC REGISTRATION:** Pursuant to Virginia Code § 2.2-4311.2, the Contractor must be registered with the State Corporation Commission if so required by Title 13.1 or Title 50 of the Virginia Code or otherwise required by law.
- K. **SUBROGATION:** Any and all waivers of subrogation by Owner contained in the Contract Documents, including without limitation the General Conditions, are hereby deleted. Any and all binding arbitration provisions contained in the Contract Documents are hereby deleted.
- L. **GOVERNING LAW:** This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation between the parties arising under this Contract shall be brought in a court of competent jurisdiction in Augusta County, Virginia. The Contractor shall comply with all applicable federal, state and local laws, codes, rules and regulations.

M. ANTI-DISCRIMINATION: By submitting their proposals, all Bidders certify to OWNER that they will conform to the provisions of the Presidential Order #11246, the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act and that during the performance of this contract, the Bidder agrees as follows: The Bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by the state law relating to discrimination in employment, except when there is bona fide occupational qualification reasonably necessary to the normal operation of the Bidder. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Notices, advertisements and solicitations placed by or on behalf of the Bidder will state that such contractor is an equal opportunity employer. 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 Bidder will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

N. NONDISCRIMINATION AGAINST FAITH-BASED ORGANIZATION: In accordance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193, the OWNER will not discriminate against faith-based organizations. The bidder also agrees to abide by § 2.2-4343.1 of the Virginia Public Procurement Act.

O. MINORITY AND WOMEN-OWNED BUSINESSES: In accordance with Presidential Executive Orders #12138 & #11625 OWNER actively solicits both minority and women-owned businesses to respond to all Invitations to Bid and Requests for Proposal, and if not already on the Augusta Water's mailing list, you may request application for inclusion on the list. Should you be interested, please contact Augusta Water at (540) 245-5670 and request information.

P. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

Q. DRUG-FREE WORKPLACE: During the performance of this contract, the Bidder agrees to (i) provide a drug-free workplace for the Bidder'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 violation of such prohibition; (iii) state in all solicitations or

advertisements for employees placed by or on behalf of the Bidder that the Bidder 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.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Bidder in accordance with this chapter, 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.

- R. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, all Bidders certify that their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their proposal.
- S. **DEBARMENT:** By submitting a proposal the Bidder certifies neither it (nor he or she) nor any person or firm which has an interest in the Bidder’s firm is disbarred or suspended from bidding or working on a state or federally funded project. No part of this contract will be subcontracted to any person or firm who has been debarred or suspended from bidding or working on a state or federally funded project.
- T. **PUBLIC INSPECTION OF PROCUREMENT RECORDS:** Proposals submitted shall be subject to public inspection only in accordance with Virginia Code § 2.2-4342.
- U. **COSTS OF PROPOSAL PREPARATION:** Any costs incurred by the Bidders in preparing or submitting proposals are the Bidders’ responsibility. OWNER will not reimburse any Bidder for any costs incurred as a result of a response to this Invitation to Bid.
- V. **OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for OWNER, including any electronic media, shall belong exclusively to OWNER and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder 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 to the extent that such protected material is separately packaged and so identified in the Bid Submittal envelope.
- W. **CANCELLATION OF CONTRACT:** Unless otherwise specified in the RFP/ITB, the OWNER may terminate the resulting contract for its convenience upon thirty (30) days written notice to the Bidder. The Bidder shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and

expenses incurred prior to the effective date of termination that are necessary for curtailment of the Bidder's work under this contract.

- X. OBLIGATION OF BIDDER: By submitting a proposal, the Bidder covenants and agrees he has satisfied himself, from his own investigation of the conditions to be met, he fully understands his obligation and he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

- Y. UNAUTHORIZED ALIENS: In accordance with Virginia Code § 2.2-4311.1. Compliance with federal, state, and local laws and federal immigration law requires that the Bidder does not, and shall not during the performance of any awarded contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- Z. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that OWNER shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that, if the bid from the lowest responsible bidder exceeds available funds, the OWNER may negotiate with the apparent low bidder to obtain a contract price within available funds in accordance with General Condition Section "NEGOTIATION WITH THE LOWEST BIDDER."

- AA. NEGOTIATION WITH THE LOWEST BIDDER: Unless all bids are cancelled or rejected, OWNER reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the OWNER whenever such low bid exceeds OWNER'S available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by OWNER for this contract prior to the issuance of the written Invitation to Bid. Negotiations with the low bidder may include both modifications of the bid price and other items required to be performed. The OWNER shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the OWNER wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by OWNER and the lowest responsive, responsible bidder(s).

BB. INSURANCE COVERAGE: Unless otherwise specified in the RFP/ITB, the Bidder shall maintain the following insurance to protect it from claims under the Workmen's Compensation Act, and from any other claims for personal injury, including death, and for damage to property that may arise from operations under the Contract, whether such operations be by itself or by any subcontractor, or anyone directly or indirectly employed by either of them.

<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
Workers' Compensation and Employer's Liability including coverage under United States Longshoremen's and Harbor Worker's Act where applicable	Statutory, including Employer's Liability of \$100,000.00 Each Accident \$500,000.00 Disease-Policy Limit \$100,000.00 Disease-Each Employee
Comprehensive General Liability endorsement coverage.	Including the Broad Form C.G.L.
Premises – Operations Bodily Injury Liability and Property Damage Liability Combined	\$1,000,000 Each Occurrence \$1,000,000 Aggregate
Automobile Bodily Injury Liability and Property Damage Liability Combined covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, non-owned, or hired by the Bidder	\$1,000,000 Per Accident
Umbrella/Excess Liability	\$1,000,000 Each Occurrence \$2,000,000 Aggregate

The OWNER reserves the right to require insurance of any Bidder in greater amounts provided notice of such requirements is stated in the Solicitation.

Once the contract is awarded, the Contractor shall supply a Certificate of Insurance stating the above coverage limits at a minimum and shall list the OWNER as an additional insured party.

VIII. Special Terms and Conditions:

- A. **Audit:** The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by Augusta Water, whichever is sooner. Augusta Water and its authorized agents shall have full access to and the right to examine any of said materials during said period.
- B. **Cancellation of Contract:** Augusta Water may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.
- C. **Form W-9 Required:** Each offeror shall submit a completed W-9 form with their offer. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

- IX. **Term of Work:** The Owner will enter into an agreement with the selected firm and jointly work to identify a sufficient schedule for completion of the work. The work will be based on a lump sum fee structure.
- X. **Mandatory Provisions:** The proposal constitutes an offer by the firm which shall remain open and irrevocable for a period of 90 days from the deadline for submitting proposals stated in Section IX below.

Questions pertaining to this Proposal: Any questions related to this proposal shall be directed before 5 p.m. on Friday, February 14, 2025, to:

Phillip A. Martin, P.E., L.S.,
Executive Director
Telephone: (540) 245-5688

E-mail: pmartin@augustawater.com

- XI. **Submittal:** The proposals must be submitted to the Owner by 2:00 PM (local prevailing time) on Thursday, February 27, 2025. The proposals shall be submitted to the Augusta County Service Authority d/b/a Augusta Water at the address shown below. By providing an RFP submittal, each such offeror agrees and acknowledges that there is no guarantee from the Owner that such offeror will be awarded any contract or work from the Owner, and may not receive any such contract or work. The submittal packages shall be clearly labeled "Engineering Design Services RFP - Stuarts Draft Waste to Energy Feasibility Study".

Submit Proposals to: Augusta County Service Authority d/b/a Augusta Water
c/o Phillip A. Martin, P.E., L.S.
Executive Director
18 Government Center Lane
Verona, Virginia 24482

Electronically submitted Proposals should be emailed to:

Finance@Augustawater.com

(EoD)