

Town of Warrenton, Virginia
Request For Proposal: Vulnerability Assessment – Water System

RFP Number: #04-005

Closing Date: October 17, 2003 at 2:00 PM

All proposals must be received by the closing date and time to be considered.

One (1) original and three (3) copies of the proposal, including any attachments shall be mailed or delivered to:

Town of Warrenton
Purchasing Agent
18 Court Street
P.O. Drawer 341
Warrenton, Virginia 20188

All inquiries for information regarding procurement procedures, selection criteria, proposal submission requirements, or other fiscal/administrative concerns shall be directed to:

Purchasing Agent
P.O. Drawer 341
18 Court Street
Warrenton, VA 20188

Phone: 540-347-1102
Fax: 540-349-2414
e-mail staff@warrentonva.gov

For technical information relating to this RFP, please contact:

Mr. William Stoddard, Superintendent of Water & Wastewater Treatment Plants
731 Frost Avenue
P.O. Drawer 341
Warrenton, VA 20188

Fax: 540-349-2414
Phone: 540-347-1104
e-mail wstoddard@warrentonva.gov

In compliance with this Request for Proposal and all the conditions imposed herein, the undersigned offers and agrees to furnish the goods in accordance with the signed proposal or as mutually agreed upon by subsequent negotiations.

Name and Address:

Phone #: _____

Fax #: _____

Submitted by: _____
Printed name

Date: _____

Signature

FEIN/SSN: _____

CERTIFICATION PAGE
RETURN THIS PAGE WITH PROPOSAL SUBMISSION

REQUEST FOR PROPOSAL

RFP NUMBER: 04-005
DATE OF THIS REQUEST: September 19, 2003
DESCRIPTION: Vulnerability Assessment – Water System
PROPOSAL DEADLINE: October 17, 2003 2:00 P.M.

I. INTRODUCTION

Purpose: This document constitutes a request for proposals from qualified vendors to conduct a vulnerability assessment for the Town Of Warrenton's water supply, treatment and distribution system and review/prepare an emergency response plan that incorporates the results of the vulnerability assessment.

II. GENERAL INFORMATION

1. Mail or deliver proposals to Town of Warrenton, Warrenton Municipal Building, Office of the Purchasing Agent, 18 Court Street, P.O. Drawer 341, Warrenton, Virginia 20188.
2. One (1) original and three (3) copies of the proposal must be received by the proposal deadline stated in the RFP. Proposals received after this date and time will be returned to the Offeror unopened.
3. All proposals must be submitted in sealed envelope with the statement "Sealed Proposal – Vulnerability Assessment" typed or written in the lower left-hand corner of the envelope.
4. The Town of Warrenton reserves the right to accept or reject, in whole or part, any and all proposals received and to waive technicalities.

III. SCOPE OF WORK

General Requirements

The successful offeror will be required to provide services in the following areas:

1. Conduct a vulnerability assessment.
2. Certify and submit a copy of the assessment to the EPA Administrator
3. Review/Prepare an emergency response plan that incorporates the results of the vulnerability assessment.

4. Certify to the EPA Administrator that the Town has completed such a plan (within 6 months of completing the vulnerability assessment).

Description of the Town Of Warrenton's Water System	
Public Water System Identification Number	6061600
Number of Reservoirs	2
Number of Water Treatment Facilities	1
Number of Wells	2
Number of Storage Tanks	2
Annual Average Daily Flow (mgd)	1.25
Geographical Area	Southwest of Washington, DC
Total Population Served	9,000

The Town Of Warrenton owns and operates the plant, wells, distribution system and storage.

Vulnerability assessment must comply with the Bioterrorism Preparedness and Response Act of 2002.

IV. SUBMITTALS

In order to be considered for selection, firms must submit a complete response to the RFP. Each copy of the proposal should be bound or contained in a single volume. All documentation or attachments submitted should be contained within this single volume. Proposals must be received by the submission deadline identified herein.

Proposals should be as thorough as possible so that they may be evaluated properly given the capabilities of the offeror. Offerors are required to submit the following information to be considered as a complete application. In addition, this information will be used to evaluate the proposals.

- A. Interested firms are encouraged to provide in their proposal as much detail as possible pertaining to their firm's capabilities, experience, and approach to the tasks outlined in the RFP.
- B. Interested firms are requested to address specifically the following items:
 - a. Qualifications of the firm in performing similar Vulnerability Assessments; Personnel qualifications in areas of security and water treatment facility/operations, familiarity with EPA threat assessment issues.
 - b. Experience of the firm in performing similar Vulnerability Assessments for both large and small community systems to include locations and points of contact/references.
 - c. Project organization and capability of the team to complete the Vulnerability Assessment within the reporting timeframe.
 - d. A firm, fixed cost for the provision of services described herein.

Each offeror is required to state in the proposal their name and place of residence and the names of all persons interested with him; in case of a corporation, the names of other than the president and secretary need not be given. References shall be furnished to establish the skill and business

standing of the offeror.

V. EVALUATION OF PROPOSALS - SELECTION FACTORS

The Evaluation Committee will evaluate each proposal and selection will be made on the basis of the following criteria:

- A. Presentation and content addressing approach to scope of work.
- B. Firm's experience with similar projects.
- C. References
- D. Credentials of project team.
- E. Credentials of all subcontractors or consultants.
- F. Overall quality of proposal.
- G. Understanding of the project and task, as depicted in the proposal.
- H. Cost of services.

VI. SPECIAL TERMS & CONDITIONS:

Offer Binding:

The proposal shall be binding upon the offeror for ninety (90) calendar days following the proposal opening date. Any proposal in which an offeror shortens the acceptance period may be rejected.

Insurance:

The successful Firm assumes and agrees to hold harmless, indemnify, protect and defend the Town of Warrenton against any and all liability for injuries and damages to the Firm itself and to the Firm's employees, agents, subcontractors and guests, third parties or otherwise, incident to or resulting from any and all operations performed by the Firm under the terms of this contract.

The Firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the engineer, its agents, representatives, employees or subcontractors.

The Firm shall provide a certificate of insurance naming the Town of Warrenton as additional insured **and, if requested**, a certified copy of said policy or endorsement(s) before commencement of the contract. All insurance shall be placed with an insurer licensed to do business in the Commonwealth of Virginia. The underwriter shall be subject to the approval of the Town of Warrenton.

The Firm shall maintain limits no less than:

- a. **Commercial General Liability:** \$1,000,000 (One million dollars) combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
- b. **Automobile Liability:** \$1,000,000 (One million dollars) combined single limit per accident for bodily injury and property damage.
- c. **Worker's Compensation and Employer's Liability:** Worker's Compensation as required by the Code of the Commonwealth of Virginia and Employer's Liability with limits of \$1,000,000 (One million dollars) per accident.

Termination for Cause:

Termination by the Town for cause, default or negligence on the part of the Firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

Invoicing and Payment:

- a. Firm shall submit invoices in triplicate at the end of each calendar month, such statements to include detailed breakdown of all charges.
- b. Invoices shall be based upon actual hours of performance and shall include progress reports. The Town shall withhold five (5) percent of the total contract payment, pending completion of the project, submission of the final report, and presentation of the products.
- c. All such invoices will be paid promptly by the Town, unless any items therein are questioned, in which event payment for the questioned amount shall be withheld, pending verification of the amount claimed and the validity of the claim. The Firm shall provide complete cooperation during any such investigation.

Ownership of Material:

Ownership of all data, materials and documentation originated and prepared for the Town of Warrenton pursuant to this RFP shall belong **to the** Town of Warrenton and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

Trade secrets or proprietary information submitted by an offeror 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.

Obligation of Offeror:

By submitting a proposal, the offeror covenants and agrees that he has satisfied himself, from his own investigation of conditions to be met, that he fully understands his obligation and that 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.

VII. GENERAL TERMS & CONDITIONS:

Precedence of Terms: In the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions for use in a particular procurement, the Special Terms and Conditions shall apply.

Clarification of Terms: If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Purchasing Agent or the Department Head whose name appears on the face of the solicitation no later than five days before the opening date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent.

Testing/inspection: The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

Payment Terms: Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.

Invoices: Invoices for items ordered, delivered and accepted shall be submitted by the bidder/offeror direct to the payment address shown on the purchase order/contract. All invoices shall show the Town's contract number and/or purchase order number.

Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure them from other sources and hold the bidder/offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that which the Town may have.

Assignment of Contract: A contract shall not be assignable by the bidder/offeror in whole or in part without the written consent of the Town.

Antitrust: By entering into a contract, the bidder/offeror conveys, sells, assigns and transfers to the Town of Warrenton all rights, title and interest in and to all causes of the action it 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 the Town of Warrenton under said contract.

Ethics in Public Contracting: By submitting their bids/proposals, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer, or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

Anti-discrimination: By submitting their bids/proposals, all bidders/offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended. They must also conform to the American Disability Act of 1990 and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions in A and B, below apply:

- a. During the performance of this contract, the bidder/offeror agrees as follows:

The bidder/offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonable and necessary to the normal operation of the bidder/offeror. The bidder/offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The bidder/offeror, in all solicitations or advertisements for employees placed by or on behalf of the bidder/offeror, will state that such bidder/offeror 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 requirements of this section.

- b. The bidder/offeror will include the provisions of A. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

Indemnification: Bidder/offeror agrees to indemnify, defend, and hold harmless the Town of Warrenton, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, services or equipment of any kind or nature furnished by the bidder/offeror, provided that such liability is not attributable to the sole negligence of the Town or to failure of the Town to use the materials, goods or equipment in the manner already and permanently described by the bidder/offeror on the materials, goods or equipment delivered. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

Debarment Status: By submitting their bids/proposals, all bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Town of Warrenton, nor are they an agent of any person or entity that is currently debarred from submitting bids/proposals on contracts by the Town of Warrenton.

Applicable Law and Courts: Any 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 bidder/offeror shall comply with applicable federal, state and local laws and regulations.

Qualifications of Bidders/offerors: The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the work/furnish the item(s) and the bidder/offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect the bidder's/offeror's physical plant prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The Town further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of such bidder/offeror fails to satisfy the Town that such bidder/offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

Notice of Required Disability Legislation Compliance: The Town of Warrenton is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and the Virginians with Disability Act of 1990.

Specifically, the Town of Warrenton, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

ALL PROPOSALS MUST BE SIGNED AND SEALED IN ENVELOPES PLAINLY MARKED ON THE OUTSIDE, "PROPOSAL FOR VULNERABILITY ASSESSMENT – WATER SYSTEM" AND MUST BE MAILED OR DELIVERED TO THE PURCHASING AGENT ON OR BEFORE OCTOBER 17, 2003 2:00PM.

The Town reserves the right to reject any and all proposals and waive all formalities. All contracts are awarded by the Town Manager. In the event the Town Manager rejects all proposals, the Town may readvertise or make the purchase on the open market.