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HARRISONBURG-ROCKINGHAM REGIONAL SEWER AUTHORITY

REQUEST FOR PROPOSAL

RFP No. HRRSA-2026-02

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ATTACHMENTS:

NONE.

1. **PURPOSE**

- A. The Harrisonburg-Rockingham Regional Sewer Authority (HRRSA) is requesting written proposals from qualified professional engineering firm(s) to perform a Co-Digestion Evaluation and Optimization Study at the HRRSA North River WWTF in Mt. Crawford VA.
- B. This solicitation, and the resulting agreement shall be consistent with the Virginia Water and Waste Authorities (VWWA) Act and the Virginia Public Procurement Act (VPPA).

2. **BACKGROUND INFORMATION**

- A. HRRSA is a political subdivision of the Commonwealth of Virginia, organized under the Virginia Water and Waste Authorities Act, Chapter 28, Title 15.1, Code of Virginia of 1950, as amended.
- B. HRRSA's North River WWTF (VPDES Permit No. VA0060640) is located at 856 North River Road, Mount Crawford, Virginia 22841 and has a rated design capacity of 23 MGD.
- C. The North River WWTF employs a 5-Stage ENR process and achieves its TN (3.7 mg/L) and TP (0.28 mg/L) annual average limits without chemical addition to the liquid stream.
- D. The North River WWTF receives approximately 8,000,000 gallons per year of imported co-digestion material (DAF solids with iron utilized as coagulant) from a local poultry processing facility which is equalized and continuously introduced into the North River WWTF's anaerobic digestion system. This material is received at the North River WWTP in 9,000 gallon tanker trucks with an average 6 - 8% TS solids content and 90% VS.

3. **SCOPE OF SERVICES**

- A. HRRSA is seeking written proposals from qualified professional engineering firms to provide professional engineering services as described above. Offeror(s) may be tasked to provide all necessary services for consultation, study, cost estimates, investigation, design, design management, project management, construction management, and construction inspection services. HRRSA reserves the right to reject any or all proposals.

4. **INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS**

- A. Questions and Inquiries: Procedural questions about this RFP should be directed in writing via email to the Greg Thomasson (gthomasson@hrrsa.org). ALL responses to inquiries will be in the form of written addenda and will be posted on HRRSA's website at <http://www.hrrsa.org/bids-proposals>, and on the Virginia e-procurement system, www.eva.virginia.gov. It is the

responsibility of the offeror to check for addenda. **ALL QUESTIONS SHALL BE SUBMITTED BY EMAIL BEFORE 12:00 P.M., LOCAL TIME, MARCH 27, 2026.**

B. A pre-proposal meeting will NOT be held for this solicitation.

C. Packaging of Proposals:

- a. Mailed proposals are to be returned in a sealed container clearly marked with the following information: "RFP No. HRRSA-2026-02 - PROFESSIONAL ENGINEERING SERVICES TO PERFORM A CO-DIGESTION EVALUATION AND OPTIMIZATION STUDY". Proposals not so marked or sealed shall be returned to Offeror and will not be considered. Proposals shall include a copy of the RFP cover sheet which clearly indicates the legal name, address and telephone number of the Offeror (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and the include the title of the individual signing on behalf of the Offeror.
- b. Each Offeror shall submit one (1) original hardcopy and one (1) electronic copy in pdf format on a USB flash drive.
- c. Each hardcopy of the proposal shall be bound in a single volume. All required documentation submitted with the proposal shall be bound in that single volume.

D. Proposal Submission

- a. Proposals may be mailed or delivered to the attention of Greg Thomasson, P.E., Executive Director at the following address:
Harrisonburg-Rockingham Regional Sewer Authority
P.O. Box 8
856 North River Road
Mt. Crawford, Virginia 22841

Proposals may not be emailed. Proposals may be submitted electronically on eVA.

- b. Closing Date: Proposals must be received by HRRSA before the date and time indicated on the RFP cover page. The time of receipt shall be determined by the clock in the receptionist office of HRRSA's Administrative Building. Requests for extensions of this time and date will not be granted. Offerors mailing their proposals shall allow for normal

mail time to ensure receipt by HRRSA prior to the time and date fixed for acceptance of the proposals.

- c. Opening of Proposals: At the designated time and date, the Executive Director will open and list the proposals for the record. This is not a public opening. The proposals, if responsive, will then be reviewed to initiate the selection process.
- E. Withdrawal of Proposals: The Offeror shall give written notice in writing of his/her claim of right to withdraw his/her proposal within two business days after the conclusion of the proposal opening procedure.
- F. Proposal Preparation: All expenses for proposal preparation shall be borne by the Offeror. HRRSA intends that responses to the RFP be concise, informative and inexpensive to prepare.
- G. Tentative Timetable: As a guideline for Offerors, HRRSA anticipates the following tentative (non-binding) timetable for selection of Offeror(s).

Date	Activity / Event
March 10, 2026	RFP Issued
March 27, 2026	Deadline for Questions/Clarifications
April 10, 2026	Opening of Proposals
April 17, 2026 (Tentative)	Evaluation of Proposals Completed
April 20-24, 2026 (Tentative)	Interviews with Top Ranked Offerors
May 5, 2026 (Tentative)	Notice of Award

- H. Any vendor transacting business with HRRSA must be organized or authorized to transact business in the Commonwealth of Virginia, pursuant to Title 13.1 or Title 50, and to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or Offeror that is not required to be authorized to transact business in the Commonwealth of Virginia shall include in its bid or proposal a statement describing why the bidder or Offeror is not required to be so authorized. **Include a completed copy of the attached State Corporation Form (SCC Form) with your proposal response.**
- I. Proprietary Information: Bids or proposals containing 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 Offeror, Bidder or Contractor 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 for each section. Claim of trade secrets or proprietary information for the entire proposals is not permissible.

5. **PROPOSAL REQUIREMENTS**

- A. The proposal shall provide information necessary for HRRSA to evaluate the qualifications, experience, and the expertise of the proposing firm to perform Professional Engineering Services on the relevant topic of the RFP.
- B. HRRSA intends that responses to the RFP be concise, informative and inexpensive to prepare. Responses must contain the following information:
1. An introduction to the Offeror, providing a brief history along with the home office location, and the location of any satellite offices providing services under the proposal.
 2. Description of the Offeror’s understanding of the types of services to be provided HRRSA under this RFP.
 3. A broad statement of the firm’s qualifications, organizational chart, staffing levels, and any other information deemed desirable by the Offeror.
 4. Qualifications of key personnel to be assigned to provide services, staff expertise, and any other special experience relative to this RFP.
 5. Listing of at least three (3) previous clients who can be contacted as reference for whom similar service has been provided as described in this RFP. The listing shall include the name and address of the organization, point of contact and phone number.

6. **PROPOSAL EVALUATION**

A.

Evaluation Criteria		Weight
1.	Specific experience, technical capabilities, professional competence, and qualifications of the proposing firm and key project personnel assigned to provide services outlined in the Scope of Services.	30%
2.	Clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the Offeror’s plan for accomplishing the Scope of Services.	30%
3.	Past performance of the project team on prior similar projects as outlined in the Scope of Services.	30%
4.	Interview/Oral Presentation	10%
Total		100%

B. **Initial Evaluation of Proposals:** Following the receipt of proposals, the Evaluation Committee will evaluate each responsive proposal with respect to Evaluation Criteria 1- 3. After all proposals are evaluated, the proposals will be ranked in descending order.

C. **Discussions with Offerors:** When all proposals have been reviewed and ranked, HRRSA will conduct video conference interviews using the Microsoft TEAMS platform with only the top Offeror(s) which HRRSA deems to be fully qualified on the basis of initial responses. Video conference interview times will be offered based on the schedule shown hereinabove in Section 4(G). The Offeror's presentation shall be no longer than 20 minutes followed by no more than 30 minutes of questions from HRRSA's management team. HRRSA may engage in repetitive informal interviews with the Offerors if it deems it necessary. At the discussion stage, HRRSA may also discuss nonbinding estimates of costs for services. Proprietary information from competing Offerors shall not be disclosed to the public or to a competitor.

D. **Negotiation of Pricing Arrangements:** Only Offerors selected for final contract negotiation when requested by HRRSA shall submit their proposed hourly billing rates, direct cost mark-up rate and mark-up rates for subcontractors, other services and reimbursable materials.

E. **Contract Award:** At the conclusion of the discussions outlined in paragraph C, and on the basis of the evaluation of the factors listed in paragraph A, HRRSA shall select one or more Offerors to be retained under a Professional Engineering Services Contract. Contract(s) will be awarded to the most responsive and responsible Offeror(s) whose proposal(s) are deemed most advantageous to HRRSA.

7. **GENERAL CONTRACT CONDITIONS**

A. **Applicable Laws and Courts:** This solicitation and any resulting contract 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 contractor shall comply with all applicable federal, state and local laws, rules and regulations.

B. **Anti-Discrimination:** By submitting their bids/proposals, bidders/offerors certify to the Harrisonburg-Rockingham Regional Sewer Authority that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the *Virginia Code*.

In every contract over \$10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor 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 state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation 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 nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. HRRSA does not discriminate against small and minority businesses or faith based organizations.

C. Ethics in Public Contracting: By submitting their bids/proposals, 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 of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

D. Immigration Control and Reform Act of 1986: By submitting their bids/proposals, bidders/offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

E. Debarment Status: By submitting their bids/proposals, bidders/offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

F. Antitrust: By entering into a contract, the contractor conveys, sells, assigns, and transfers to HRRSA all rights, title and interest in and to all causes of 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 HRRSA under said contract.

G. Payment:

1. A contractor awarded a contract under this solicitation is hereby obligated:

a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from HRRSA for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

b. To notify HRRSA and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from HRRSA, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee.

3. Any such contract awarded shall further require the contractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower- tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of HRRSA.

H. Precedence of Terms: In the event there is a conflict between the general contract conditions and any special terms and conditions which may be included in this solicitation for use in a particular procurement, the special terms and conditions shall apply.

I. Insurance: Prior to the execution of a contract, the successful Offeror shall furnish to HRRSA evidence of professional liability, workers' compensation and automobile insurance in amounts acceptable to HRRSA, in the exercise of its reasonable discretion. Such evidence of insurance shall indicate the effective dates and limits of such coverage.

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

K. No Substitutions: No substitutions including key personnel, or cancellations permitted after award of contract without written approval by the Executive Director or his designee.

L. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of HRRSA.

M. Changes to Contract: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The HRRSA Executive Director may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice

upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give HRRSA a credit for any savings.

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

O. Cancellation of Contract: HRRSA 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.

Q. Bid/Proposal Acceptance Period: A bid may not be withdrawn after the time and date bids must be received and for ninety (90) days thereafter; except that a bid may be withdrawn due to error as otherwise provided per §2.2-4330 of *Virginia Code*.

R. Excusable Delay: HRRSA shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of HRRSA. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of HRRSA.

S. Drug Free Workplace: 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 such 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.

T. Safety and OSHA Standards: All parties performing services for HRRSA shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

U. Permits and Fees: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by HRRSA or the Commonwealth of Virginia. The Offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

V. Liability and Litigation: The Contractor shall during the term of the Contract, including any warranty period, indemnify, defend, and hold harmless HRRSA, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. This clause shall also apply to claims involving infringement of patent or copyright.

W. State Corporation Commission Identification Number: Pursuant to *Virginia Code §2.2-4311.2* subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

END OF SECTION

8. VENDOR IDENTIFICATION AND OWNERSHIP DISCLOSURE

**Professional Engineering Services to Perform a Co-Digestion Evaluation and Optimization Study
RFP No. HRRSA-2026-02**

Company:					
Address:					
Contact Person:					
Telephone:		Fax:		E-Mail:	
Organized under the laws of the State of:					
Principal place of business:					
Following list includes persons having ownership of 3% or more in the company (attach more sheets if necessary):					
<u>Name</u>			<u>Address</u>		

HRRSA requests that any consultant, firm or vendor receiving a contract of award resulting from an RFP issued by HRRSA shall make certification as specified below. Receipt of such certification shall be a prerequisite to the award of contract and payment thereof.

Section II – Employees Not to Benefit

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employees of HRRSA or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

Section III – Conflicts of Interest

This solicitation is subject to the provisions of VA Code §2.1-639.2 et. seq, the State and Local Government Conflict of Interests Act. The Vendor [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

Section IV – Collusion

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and can result in fines, prison sentences, and civil damages.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.

Signature: _____ **Date:** _____

Name
(Printed): _____ **Title:** _____

Please return this completed form with bid/proposal submission.

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9. SMALL AND MINORITY BUSINESS STATEMENT

**Professional Engineering Services to Perform a Co-Digestion Evaluation and Optimization Study
RFP No. HRRSA-2026-02**

The following information is requested for statistical purposes only. It is intended to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises, whether doing so by choice or by formal procedural regulation.

Definition:

1. Small Business: For the purpose of this document, a small business concern is one which regardless of ownership or control:
 - a. Does not exceed fifty (50) employees.
 - b. Gross annual income does not exceed \$2 million.
 - c. Is independently owned and operated (not subsidiary of another firm).
 - d. Is not dominant in its field of operation.

2. Minority Business: A business entity which is operated and controlled by a minority.
 - a. The terms “operated and controlled” shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own, operate, control and share in earnings of 51 percent or more of such an enterprise.

 - b. A minority person shall mean Black, Hispanic, Asian or Pacific Islanders, American Indians or Alaskan Natives, and women, regardless of race or ethnicity.

PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

Minority Business Firm: Yes _____; No _____.

Small Business Firm: Yes _____; No _____.

Name of Business: _____

Address: (Office) _____

Telephone/Fax: _____ / _____

Please return this completed form with bid/proposal submission.

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10. STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission ("SCC") registration information

The undersigned Contractor:

is a corporation or other business entity with the following SCC identification number: _____

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership or business trust

-OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

-OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE****

Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____

Date: _____

Name: _____

(Print)

Title: _____

Name of Firm: _____

Please return this completed form with bid/proposal submission.

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