12. REQUEST FOR PROPOSALS GENERAL ENGINEERING SERVICES

Chapter 43 of Section 2.2 of the Code of Virginia provides the framework for public procurement. Procurement of professional engineering services is done through a process known as competitive negotiation which includes the following elements:

1) Issuance of a written Request for Proposals indicating in general terms the services sought;
2) Public notice of the Request for Proposals; and
3) Engagement in individual discussions with 2 or more offerors deemed fully qualified based on their initial responses with emphasis on competence.

It further provides that an agreement may be negotiated for multiple projects (i.e., an annual agreement), and that awards may be made to more than one offeror.

Our annual services agreement with Timmons Group expired in 2009 – work that they've contracted since that time was procured through a separate solicitation specifically for services associated with development of the Turner Tract.

While we have no immediate projects on the horizon, we do periodically require professional engineering services for technical operational issues – industrial wastewater pretreatment issues, aquifer test plans associated with groundwater withdrawal permit renewals, initial site planning associated with economic development prospects, etc.

Attached for your consideration is a draft Request for Proposals. I am seeking your authority to issue it and provide the public notice. I would also like two board members to serve on the committee that evaluates proposals and interviews prospective offerors.

Award of a contract, or multiple contracts, does not require the appropriation of funds. Funds are not appropriated until a project is approved and a task order is issued. This will allow us to respond to issues requiring professional assistance in a timely manner by already having a firm, or multiple firms, on call.

MOTION REQUIRED:	**If the Board is so inclined, a motion is required to authorize issuance of the attached Request for Proposals.**

SOUTHAMPTON COUNTY, VIRGINIA

REQUEST FOR PROPOSAL

FOR

GENERAL ENGINEERING SERVICES

RFP# 2012-0510

DRAFT

Issue Date:	June 1, 2012
Due Date and Time:	July 11, 2012 by 4:30 p.m. (local time)
Send Proposals to:	Southampton County, Virginia County Administrator P.O. Box 400 Courtland, Virginia 23837
All inquiries:	Michael W. Johnson County Administrator (757) 653-3015 (757) 653-0227 (fax)

SOUTHAMPTON COUNTY, VIRGINIA
Request for Proposals

General Engineering Services – Annual Contract

Southampton County, Virginia will accept proposals until Thursday, July 11, 2012 at 4:30 p.m., local prevailing time for general engineering services as may be required over a one year period including, but not limited to, environmental services, wastewater pretreatment, geologic and hydrologic studies, geotechnical evaluations, site planning, subsurface utility location and mapping, surveying, water and sewer system design, construction administration and inspection. Contract(s) may be renewed for up to four additional one-year terms.

Submittals, with one original and four (4) copies, clearly marked "Proposal for General Engineering Services" may be delivered or mailed to arrive by the specified closing time to:

Michael W. Johnson, County Administrator
Post Office Box 400
26022 Administration Center Drive
Courtland, Virginia 23837

Proposals by telephone or facsimile will not be accepted. Any proposal received after 4:30 p.m. on the date specified hereinabove, whether by mail or otherwise, will be returned unopened. If utilizing overnight courier services for transmittal, please plan accordingly.

Nothing contained herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are hereby invited and encouraged to submit proposals.

Selection process will be **competitive negotiation** as defined in the *Virginia Public Procurement Act.*

Southampton County reserves the right to reject any or all proposals submitted, and further, to enter into contract with more than one offeror.

Full copies of the Request for Proposals may be requested by calling Mr. Michael Johnson, County Administrator, at (757) 653-3015.

Michael W. Johnson, Clerk
Southampton County Board of Supervisors

STATEMENT OF WORK

CONTRACT FOR ENGINEERING SERVICES

I. THE PROJECT

Southampton County intends to award a contract to one or more qualified offerors(s) for various professional engineering services on an annual basis, which may be renewed for up to four additional one-year terms, including but not limited to, environmental services including wastewater pretreatment, geologic and hydrologic studies, geotechnical evaluations, site planning, subsurface utility location and mapping, surveying, water and sewer system design, construction administration and inspection.

II. SCOPE OF WORK

The following is a general outline of the type of work to be performed by the offerors. The exact Scope of Work to be performed for each task shall be subject to negotiation prior to issuance of a work order. This outline is intended as a guide for offerors to evaluate the scope of services sought and demonstrate their qualifications for performing the work.

A. Basic Services

The offeror shall perform professional engineering services as hereinafter stated that include normal civil, structural, mechanical and electrical engineering services and normal surveying services incidental thereto. Offerors shall certify that they will perform all tasks in accordance with generally accepted professional standards, and that they will provide the County with the best possible advice and consultation within the offeror's authority and within the regulations, laws, ordinances, and requirements of all governmental agencies and authorities that have jurisdiction over design criteria and environmental impact applicable to the project.

B. Study and Preliminary Design Phase

After authorization to proceed, the offeror shall:

1. Meet with county personnel to define a scope of services and review available plans and data.

2. After determining a scope of services, and if it is determined that the work can be performed successfully, in a timely basis, and at a total price negotiated and considered to be fair and reasonable, the offeror will be assigned the project. If a fee cannot be

negotiated with the offeror, then discussions will be terminated and negotiations conducted with the second offeror until an agreement can be reached.

3. Perform all necessary research, field and survey work.

4. Prepare preliminary design documents consisting of construction plans and specifications and/or study.

5. Based on the information contained in the preliminary design documents, submit an opinion of estimated project cost including, but not limited to, construction costs and contingencies.

6. Furnish three copies of the preliminary design documents with the engineer's estimate of project cost to the County; review the information with County representatives.

7. Furnish all such documents, plans and design data as may be required-for, and assist in the preparation of the required documents so that the County may obtain approvals of all such governmental agencies and authorities as may have jurisdiction over design criteria and environmental impact applicable to the project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate officials and authorities, including administrative and public hearings involving the project. The Offeror shall attend as many hearings and meetings as are necessary to obtain necessary approvals.

C. Final Design Phase

Upon completion of the Preliminary Design Phase, and notification that the preliminary design documents are acceptable to the County and to all governmental agencies and authorities as have jurisdiction over design criteria and environmental impact applicable to the project, the Offeror shall:

1. On the basis of the preliminary design documents as finally approved, prepare the final construction plans and specifications, easement plats, and the Contract Documents, which shall include bid forms, notice to bidders, instructions to bidders, advertisement, bid proposals, contract form, bonding and insurance requirements and, where applicable, federal compliance requirements, and assist in the preparation of ether related documents.

2. Furnish all such documents, plans, and design data as may be required for and assist in the preparation of any required documents so that the County may obtain approval of all such governmental agencies and authorities as may have jurisdiction over design criteria and environmental impact applicable to the submissions to and negotiations with appropriate officials and authorities, including administrative hearings, involving the

project. The Offeror will attend as many hearings and meetings as are necessary to obtain such approval.

3. Furnish the County with a revised estimate of project cost based on the final plans and specifications and other related documents.

4. Prepare any necessary documents for alternate bids requested by the County.

5. Furnish five copies of the final plans and specifications, contract documents, and all other related documents to the County and review all such documents with the County. All plans and specifications shall be submitted digitally as well as on paper copy. Digital submissions shall be compatible with the latest version of the software the County is using at the time of the project.

D. Bidding Phase

After authorization to proceed with the Bidding Phase, the Offeror shall:

1. Assist the County in obtaining bids (or negotiating proposals) for each prime contract for construction.

2. Consult with and advise the County as to the acceptability of substitute materials and equipment proposed by the contractor.

3. Consult with and advise the County as to the acceptability of subcontractors and other persons and organizations proposed by the Prime contractor.

4. Assist the County in evaluating bids or proposals and in assembling and awarding contracts.

5. Prepare four sets of all documents necessary for the County and contractor(s) to enter into a contract for the construction of the project and forward all such documents to the contractor for execution.

E. Construction Phase

For the construction phase, the Offeror shall provide control staking, easement and right-of-way staking, and general consultation. The County will provide daily inspections of the construction work. The Offeror's work during the construction phase is briefly described as follows:

1. Furnish the County and contractor with additional sets of plans and specifications as needed.

2. Consult with and advise the County on matters relating to the construction activities.

3. Make periodic visits as necessary, but at least once every two weeks, to the site to observe as an experienced and qualified design professional the progress and quality of the executed work and to determine if the work is proceeding in accordance with the final plans and specifications and the contract documents. The Offeror's efforts will be directed toward providing assurance for the County that the completed project will conform to the final plans and specifications and to the contract documents. During such visits and on the basis of its on-site observations, the Offeror shall keep the County informed in writing of the progress of work, shall endeavor- to guard the County against defects and deficiencies in the work of the contractor(s), shall notify the County of any observed defects of deficiencies in the work of the contractor(s), and shall disapprove or reject work as failing to conform to the final plans and specifications or contract documents.

4. Review and approve shop drawings and samples, the results of tests and inspections and other data which contractor(s) is required to submit, for conformance with the design concept of the project and compliance with the information given in the final plans and specifications and the contract documents; determine the acceptability of substitute materials end equipment proposed by contractor; and receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection, which are to be assembled by contractor in accordance with the final plans and specifications and contract documents.

5. Issue directives of the County to the contractor relating to change orders as required; Offeror may, as the County's representative, require special inspection or testing of the work and shall act as interpreter of the requirements of the final plans and specifications and the contract documents and judge of the performance thereunder by the parties thereto.

6. Based on the Offeror's on-site observations as an experienced and qualified design professional and on his review of contractors applications for payment and the accompanying data and schedules, the Offeror shall advise the County as to the amount owing to contractor(s) and indicate whether he approves such amounts; such approvals of payment will constitute a representation to the County, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Offeror's knowledge, information and belief, the quality of the work is in accordance with the final plans and specifications and the contract documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the final plans and specifications and the contract documents, and to any qualifications stated in its approval).

7. Conduct an inspection to determine if the project is substantially complete and a final inspection to determine if the project has been completed in accordance with the final plans and specifications and the contract documents and if each contractor has fulfilled all of its obligations thereunder so that the engineer may indicate to the County, in writing, that final payment should be made to each contractor.

8. Provide a set of reproducible Mylar prints of drawings to the County after bids have been received as well as digital copies as outlined above.

9. The Offeror shall not be responsible for the acts or omissions of the contractor, any subcontractor of the contractor's or subcontractor's agents or employees or any other persons (except its own employees and agents) at the project site or otherwise performing any of the work of the project, not the result of the negligence, errors or omissions of the Offeror.

10. Control staking shall include setting iron pins at property corners (easements only), providing one or more elevation bench marks at the site and providing centerline offset stakes for water and sewer main construction. Construction within the right-of-way may be referenced to the edge of existing pavement.

III. THE PROPOSAL

The proposal for this submittal shall contain the following information and shall address all evaluation criteria:

A. A brief summary of personnel the Offeror will assign to the project and the qualifications of the firm and those personnel.

B. A list of recent engineering projects designed by the firm.

C. A proposed procedure for designing utility, drainage and wastewater projects. This procedure should include a brief narrative describing the method the Offeror will use in developing plans and specifications. A proposed project schedule is not required; total time constraints will be set forth in subsequent negotiations. Desired information may include a discussion of permit and construction obstacles, easement problems, and suggestions for minimizing such problems in the interest of project expediency.

IV. RECEIPT AND OPENING OF PROPOSALS

A. Proposals shall be received by the County Administrator in accordance with this Request for Proposals.

B. Conditional proposals or proposals not prepared and submitted in accordance with provisions hereof may not be considered. Any deviations from these or other requirements shall be itemized and explained in an attachment to the proposal. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered.

C. Four (4) copies and one original of the proposals shall be submitted.

V. EVALUATION CRITERIA

Proposals will be evaluated and a contract or contracts awarded as provided for in the Virginia Public Procurement Act. The following evaluation criteria shall apply:

A. Qualifications and experience of the firm and the key personnel in the design of water and wastewater facilities, environmental engineering, geotechnical and hydrological study, architectural, mechanical, electrical, and structural design.

B. Priority assigned to municipal projects which include but are not limited to designing improvements at wastewater treatment facilities and pumping stations, inflow and infiltration reduction in sanitary sewer collection systems, water distribution system improvements, building renovation, groundwater treatment and permit applications, VPDES permit applications, environmental assessment, wetland delineation and site planning.

C. Depth and variety of staff disciplines available:

1. Resumes of key individuals
2. Education
3. Staff size
4. Expertise

D. Proposal preparation and scope of work understanding

E. Managerial capabilities:

1. Team organization
2. Project management

3. Ability to manage several projects simultaneously and expeditiously

4. Demonstrated ability to meet budget requirements

5. Communication procedures

6. Data gathering methods

7. Fiscal stability

F. Familiarity with Federal, State and local codes, conditions and ordinances.

G. Past performance record

H. Demonstrated Design Experience:

1. Experience in similar projects

2. Value analysis

3. Environmental impact

4. Firm's perception of design opportunities in this project

5. Life cycle cost analysis

6. Critical Path Method

7. Fast-track Construction

I. References - showing names, addresses and phone numbers

J. Current and projected workloads

K. Other:

1. Demonstrated sensitivity to community involvement

2. Distinctive or unique design experience

3. Cost control methods

VI. QUALIFICATIONS

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A. The County may make such investigations as deemed necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish the County all such information and data for this purpose as the County may request. As a minimum the Offeror shall have at least five years experience in Municipal Engineering Design and Construction Administration and shall have State registration as required for this work.

B. Firms submitting proposals shall have local in-house drafting, surveying, and utility design capabilities, or have previously established cooperative arrangements for the same. Local, in this case, shall mean a driving distance of not more than 200 miles from Southampton County. The County shall approve any subcontract for cooperative work before work begins.

VII. CONDITIONS OF WORK

A. Each Offeror shall inform himself fully of the conditions relating to the construction and labor under which the work will be performed. Failure to do so shall not relieve any successful Offeror of his obligations to furnish all material and labor necessary to carry out the provisions of the proposal and to complete the work for the consideration set forth in a contract. The failure or omission of any Offeror to receive or examine any form, instrument, or document shall in no way relieve the Offeror from his obligations with respect to his proposal.

VIII. SOUTHAMPTON COUNTY RESPONSIBILITIES

A. The County shall:

1. Provide to the Offeror all information and data in possession of the County which relates to the County's requirements for a given project.

2. Assist the Offeror in obtaining permission to enter upon public and private property as required for the Offeror to perform its work. The County will acquire the necessary easements and/or Property.

3. Examine and review all studies, test results, reports, sketches, drawings, specifications, proposals, and other documents provided by the Offeror.

4. Pay all advertising costs during the bid phase.

5. Designate a person to act as the County's representative with respect to the work to be performed under this Agreement. Such person shall have the authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the

Offeror's services.

6. Provide to the Offeror the latest copy of the County's standards, specifications and regulations relating to water and sewer systems; including, design criteria for water and sewer projects and requirements for water and sewer plans.

B. The Offeror is advised that he may utilize data from existing sources at his own risk. There will be no claims allowed for extra costs resulting from incompleteness or inaccuracy of existing maps or data. The Offeror shall develop all field data necessary to satisfy good engineering practices.

IX. SELECTION PROCEDURE

A. Southampton County intends to make final award to one or more Offerors. Selection of the successful Offeror(s) shall be as follows:

1. As previously stated, Offerors shall make written proposals offering their qualifications and understanding of the project. Proposals shall be specific as to the ability of the Offeror to perform the requested work and ability to satisfy all evaluation criteria.

2. Following evaluation of the written proposals, the County may, at its discretion, engage in individual discussions with those Offerors deemed fully qualified, responsible, and suitable on the basis of the written proposals and with emphasis on professional competence. Such Offerors shall be encouraged to elaborate on their qualifications, as well as alternative concepts, and to answer questions from Evaluation Team members.

3. Following these discussions, on the basis of the evaluation factors listed in this request and all information obtained in the selection process to this point, the County shall rank those Offerors whose professional qualifications are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first, to select the first successful Offeror. Negotiations may include a general discussion of hourly fee charges for various job classifications (distinguished from individual work assignments which will be negotiated with the successful Offeror on a lump sum not-to-exceed fee basis).

4. If a contract cannot be successfully negotiated with a particular Offeror, then negotiations with that Offeror shall be formally terminated.

5. Upon ranking Offerors and successfully negotiating a contract, individual work assignments will be negotiated for each assignment.

X. EXTRA WORK

A. There will be no extra work allowed on this project except when authorized in writing by the County's authorized representative. No one is authorized to give verbal instructions to increase the scope of work and the Offeror may not use verbal instructions as the basis for additional cost. The request for changes in the work shall be made in writing by the Offeror, reviewed by the County, and either approved or denied in writing.

B. Disputes arising out of claims for extra work or extra cost will be subject to all lawful recourse. However, the County will agree to meet with the Offeror in an effort to resolve claims before legal steps are taken.

XI. CONTRACT

A. A contract, or multiple contracts, shall be awarded for a period of one year with an option to extend 4 additional years if agreed upon by both parties. Each contract shall have an option to extend the term of the existing contract to allow completion of any work undertaken, but not completed during the original term of the contract. The County shall notify the Offeror in writing of its intent to renew sixty (60) days prior to the expiration of the original contract. The contract shall also contain maximum hourly charge rates for various job classifications. The County reserves the right to obtain Engineering services other than from this contract for specialized work as deemed necessary by the County Administrator.

C. All work performed for each project shall be on a lump-sum, not-to-exceed basis. The actual fee shall be negotiated prior to assignment, incorporating the hourly fee charge. Total fee shall include all expenses for performing the necessary work, including professional charges and reimbursable expenses.

D. Reimbursable expenses means the actual expenses incurred directly or indirectly in connection with the work performed for: transportation and subsistence incidental thereto; toll telephone calls and telegrams; reproduction of reports, drawings, and specifications; computer time, and training.

XII. SOIL BORINGS

A. Soil borings and analysis shall not be a part of the work for this contract or contracts. The Offeror shall make recommendations as to the need for such analyses and, if any exist, shall prepare a scope of work for the County's use in receiving proposals for soils work.

XIII. PAYMENTS

A. Offerors may submit requests for payment at 30-day intervals based on percent of work completed. Payment requests will be considered only after receiving progress reports on the work and satisfactory evidence that the work reported has been acceptably accomplished.

XIV. OWNERSHIP OF DOCUMENTS

A. The Offeror will provide the County with the original tracings. The County reserves the right to alter the tracings and/or specifications for as-built purposes, but will provide a properly initialed revision block showing County responsibility for all such changes. Plans and specifications for the project shall become the property of the County upon payment of all fees set forth in the contract.

XV. INSURANCE

A. The successful Offerors shall maintain Professional Liability Insurance, Workers Compensation, Employer's Liability Insurance, Automobile Liability Insurance, excess Liability Umbrella Form Insurance and/or any other insurance as may be required by the County.

XVI. AUTHORIZATION

A. This request for proposal has been authorized by the Board of Supervisors. Responses to this request will be appreciated.

Michael W. Johnson
County Administrator

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