



**County of Prince Edward, Virginia
Request For Proposal (RFP) # 10-02**

Sandy River Reservoir Dam Break Inundation Zone (BIZ) Mapping

FEBRUARY 19, 2010

I. NAME OF SOLICITING PUBLIC BODY

County of Prince Edward
P.O. Box 382,
111 South Street, 3rd Floor
Farmville, VA 23901

II. PURPOSE

This Request For Proposal (RFP) by the County of Prince Edward, Virginia, invites written proposals from qualified firms to provide the necessary engineering services as outlined in ATTACHMENT I to enable the County to meet all of the requirements of the Dam Safety Act and the Impounding Structure Regulations for regulated dams. The County of Prince Edward is the owner of a High Hazard Potential dam, Sandy River Reservoir (Bush River Watershed, Structure #12).

III. INSTRUCTIONS TO OFFERORS

A. This procurement shall be conducted in accordance with the competitive negotiation procedures for professional consultant services of the Virginia Public Procurement Policy.

B. Four (4) copies of proposals shall be submitted to:
W.W. Bartlett, County Administrator
County of Prince Edward
P.O. Box 382, 111 South Street, 3rd Floor
Farmville, VA 23901

C. Questions related to the project should be directed to:
Alecia Daves-Johnson, County Planner
County of Prince Edward
P.O. Box 382
111 South Street, 3rd Floor
Farmville, VA 23901
Phone: (434) 392-8837
Fax: (434) 392-6683
E-mail: adaves-johnson@co.prince-edward.va.us

Questions may be faxed to the Prince Edward County Administrator's Office. All responses to inquiries will be in writing and will be provided to all prospective offerors who have received an RFP from Prince Edward County **and registered with the Prince Edward**

County Administrator's Office. Questions from offerors must be received at Prince Edward County by 2:00 p.m. on March 10, 2010 in order to ensure that the answers can be sent and received by the prospective offerors for their consideration prior to the date proposals are due.

- D. All Proposals must be in a sealed envelope/box and clearly marked: "Sealed Proposal, RFP #10-02, SRR Dam BIZ Project" Proposals not so marked or sealed shall be returned to the offeror and will not be considered. Proposals shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership, individual). All expenses for making Proposals to Prince Edward County shall be borne by the offeror.

All Proposals shall be received by 2:00 p.m. on March 19, 2010. Any Proposal received after this time and date will not be considered. The offeror has the sole responsibility to have the proposal received by the Prince Edward County Administrator's Office at the above address and by the above stated time and date. **Please note that Federal Express and other overnight delivery services do not guarantee morning delivery to Farmville, VA. Next day delivery usually arrives in mid-to-late afternoon.** If you will be using one of these services for delivery of your proposal, please take this information into consideration.

Clearly identified proprietary information will not be disclosed during the selection process.

E. Definitions:

1. Contractor: The successful offeror who enters into a contract with Prince Edward County to provide the specified engineering and project management services for Prince Edward County.
2. County: Wherever the word "County" appears, it shall be understood to mean the Prince Edward County Government.
3. Owner: Wherever the word "owner" appears, it shall be understood to mean the Prince Edward County Government.

- F. Offerors are responsible for familiarizing themselves with the Sandy River Reservoir Dam BIZ Mapping project scope of work (ATTACHMENT I) and the requirements, terms, and conditions of this procurement. A pre-proposal conference will not be conducted.

- G. Prince Edward County anticipates the following timetable for selection of a Contractor.

Date Activity/Event

- February 19, 2010 -- Request For Proposal Issued
- March 10, 2010 -- Deadline for Questions is 2:00 p.m.
- March 19, 2010 -- Proposals Due, Prior to 2:00 p.m.
- March 26, 2010 -- Evaluation of Proposals Completed
- March 26, 2010 -- Notify Top Ranked Firms To Be Interviewed
- March 29-31, 2010 -- Interviews with Top Ranked Offerors
- April 13, 2010 -- Action by Board of Supervisors
- April 14, 2010 -- Award of Contract

IV. PROPOSAL REQUIREMENTS

- A. The proposal shall provide information necessary for Prince Edward County to evaluate the expertise of the Proposer in providing engineering services and coordination with the Virginia Department of Conservation and Recreation for the successful completion of this

project. The proposal shall document the experience of the Proposer in performing the services necessary for successful completion of the project as outlined in ATTACHMENT I, Scope of Work, in the Commonwealth of Virginia.

The proposal shall also demonstrate the experience and capabilities of the Proposer in planning, working with elected officials, county governments and citizens groups, and demonstrating the Proposer's knowledge of dam safety. Each Proposer submitting a proposal shall include a statement that they are willing and able to provide all the services necessary to complete the project. The proposal evaluation criteria are set forth in greater detail in Section VII below.

- B. The proposal shall include a description of the key personnel (engineers, project management specialists) to be assigned to the project, their past experience, current certifications and availability. Proposers may submit with the proposal a resume of each of the Proposer's key personnel to be assigned the project.
- C. Proposal shall be limited to thirty-five typewritten pages excluding illustrative material typically found in a separate Exhibit or Appendix.
- D. Proposers shall provide the following information and documentation with their proposal documents:
 - i. Name of company (or other business entity) submitting proposal;
 - ii. Type of business entity (e.g., corporation or partnership--submit certificates of good standing; articles, by-laws, etc);
 - iii. Place(s) of incorporation;
 - iv. Name, location and telephone number of the Consultant's representative to contact regarding all matters;
 - v. Name(s), address(es), and function(s) to be performed by any and all Subcontractors, vendors, partners, or consultants to be involved in performance of the contract work;
 - vi. Federal Tax Identification Number;
 - vii. Non-binding, good-faith estimates of time and costs of providing the services where such estimates may be the subject of discussion between the County and the Proposer during the interview phase of the Contractor selection process.
 - viii. Provide an hourly fee schedule for different types of engineering services to be provided on an as needed basis.
- E. The Proposer must provide a list of three references of other governmental organizations which have successfully utilized the proposer's services in conducting a dam break inundation zone mapping project which encompasses the various services described in ATTACHMENT I, Scope of Work. The references must include telephone numbers and names of contact person.

V. SCOPE OF WORK

See ATTACHMENT I.

VI. DELIVERABLES

See ATTACHMENT I.

VII. PROPOSAL EVALUATION CRITERIA

Prince Edward County will use the following criteria in its review/ evaluation of the Proposals:

- a. Experience of the Proposer in providing engineering services to other jurisdictions/entities in the Commonwealth of Virginia with a similar scope of work;
- b. Proposer's understanding of the Dam Safety Act and the Impounding Structure Regulations for regulated dams with a High Hazard Potential and the state mandates on Prince Edward County;
- c. Proposer's experience successfully coordinating and managing a dam break inundation zone mapping project;
- d. Qualifications and experience of the Proposer's key personnel to be assigned to the project including project manager and project teams, and overall qualifications and experience of the Proposer and any subcontractors to be used. Also, the Proposer's commitment to provide identified personnel for the duration of the project;
- e. Proposer's performance record and demonstrated ability to work with a governmental organization to provide the requested services, produce quality work, meet schedules, and manage a successful project in a timely and efficient manner;
- f. Quality of the content of the proposal and the responsiveness to the Request for Proposal;
- g. Proposed technical approach and methodology in administration and design of the project;
- h. The sufficiency of financial resources and ability of the Proposer to perform the contract or provide the services for the duration of any resulting contract;
- i. Cost to perform the scope of work;
- j. Timeline for project completion; and
- k. References.

The County of Prince Edward reserves the right to negotiate and contract with any firm suited to provide services and the County may engage one or more firms for this work.

Two or more of the highest rated qualifying offerors may be selected to make presentations and answer questions. These discussions shall be with those offerors deemed fully qualified and best suited among those submitting proposals, on the basis of the factors listed above, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County Administrator shall notify the offeror, which has been deemed to have made the best proposal, and shall recommend award of a contract to that offeror. Should the County determine that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

The County of Prince Edward reserves the right to reject any or all proposals.

VIII. TERMS AND CONDITIONS

A. RFP Proposal and Clarification

Prince Edward County reserves the right to request clarification of information submitted and to request additional information of one or more offerors. Each offeror shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing to Prince Edward County Administrator. Prince Edward County shall not be responsible for oral interpretations given by any employee, representative, or others. The

issuance of a written addendum signed by the County Administration is the only official method whereby interpretation, clarification, or additional information can be given. Prince Edward County will provide electronically or by mail to all official RFP holders any addenda, which are issued to this Request for Proposal. Official RFP holders are those who obtain an RFP from the Prince Edward County Administrator's Office and are registered with the County Administrators Office for this RFP.

B. Proposal Withdrawal

Any Proposal may be withdrawn up until the time set above for the opening of the Proposal. Any Proposals not so withdrawn shall constitute an irrevocable offer for a period of 120 days to provide to Prince Edward County the services set forth in this RFP.

C. Contract Award

Prince Edward County reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and to request resubmission or additional information. Prince Edward County reserves the right to award the contract to the most responsible and responsive offeror, resulting in a negotiated agreement, which is most advantageous to and in the best interest of Prince Edward County. Prince Edward County shall be the sole judge of the Proposal and the resulting negotiated agreement that is in the public interest, and Prince Edward County's decision shall be final.

D. Contract Forms

The contract entered into by Prince Edward County and the Contractor shall consist of this Request For Proposal, any addendum issued, the proposal submitted by the Contractor, a Standard Form of Agreement provided by the Contractor, and any approved change orders issued, all of which shall be referred to collectively as the Contract Documents.

E. Period of Contract Performance and Contract Completion Date

The final completion date shall be as negotiated with the County and the consultant.

F. Liquidated Damages

Should the contractor fail to deliver the project complete in all respects in the time specified in the Contract Documents, the contractor shall reimburse Prince Edward County for the additional expense and damage for each calendar day, Sundays and legal holidays excluded, that the contract remains uncompleted after the Contract Completion Date. The amount of such additional expense and damage incurred by reason of failure to complete the contract is the per diem rate of \$50.00. Such liquidated damages are in addition to any other ascertainable damages allowable by law, which Prince Edward County sustains for the contractor's breach of the contract. Prince Edward County shall have the right to deduct liquidated damages or other such damages from any amount due, or that may become due the contractor, or the amount of such damages shall be due and collectable from the contractor or his surety.

G. Tax Exemption

The County of Prince Edward as a public body politic and corporate of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax.

H. Termination for Convenience

Prince Edward County shall have the right to terminate at Prince Edward County's convenience, with or without cause, any Contract resulting from this RFP by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just

and equitable compensation for any satisfactory work completed. All work produced, and data collected shall become the property of Prince Edward County.

I. Assignment of Interest

The Contractor shall not assign any interest in the resulting Contract and shall not transfer any interest in the same without prior written consent of Prince Edward County, of which Prince Edward County shall be under no obligation to grant.

J. Release of Data

No reports, information or data given to or prepared by the Contractor under the resulting Contract shall be made available to any individual or organization by the Contractor without the prior written approval of Prince Edward County, which approval Prince Edward County shall be under no obligation to grant.

K. Gender Reference

Words of any gender used in any Contract resulting from this RFP shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.

L. Binding Effect

The terms, provisions, covenants and conditions contained in any resulting Contract shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.

M. Governing Law

The laws of Virginia shall govern any Contract resulting from this RFP.

N. Non-Discrimination

During the performance of any Contract resulting from this RFP, the Contractor agrees:

1. Not to 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 reasonably necessary to the normal operation of the Contractor. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. That in all solicitations or advertisements for employees placed by or on behalf of the Contractor to state that the Contractor is an equal opportunity employer.
3. That 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 VIII, Subsection R.

The Contractor shall include the provisions of the foregoing paragraphs 1, 2, and 3 in every purchase order for vendor(s) associated with Prince Edward County.

O. 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.

For the purposes of this section, “drug-free workplace” means any site at which the performance of work is done in connection with this contract awarded to the Contractor, 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.

P. Insurance

During the performance of any Contract resulting from this RFP, the Contractor shall have and keep current insurance whichever is greater in scope or amount as follows:

1. Worker's Compensation Insurance in compliance with all states in which Contractor does business, including coverage B Employer's liabilities in not less than the following amounts:
 - i. Bodily Injury by accident \$100,000 for each accident;
 - ii. Bodily Injury by disease, \$500,000 policy limit;
 - iii. Bodily Injury by disease, \$100,000 for each employee.
2. Public Liability insurance in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent contractors, and personal injury.
3. Automobile liability insurance in an amount not less than \$500,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned apparatus.

Q. Ethics in Public Contracting

Contractor hereby certifies that it has familiarized itself with the Virginia Public Procurement Act of the *Code of Virginia*, as amended, and that all amounts received by it, pursuant to this procurement, are proper and in accordance therewith.

R. Partial Invalidity

Neither any payment for, nor acceptance of, the whole or any part of the services by Prince Edward County, nor any extension of time, shall operate as a waiver of any provision of any Contract resulting from this RFP, nor of any power herein reserved to Prince Edward County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of Prince Edward County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition nor a waiver of the subsequent enforcement thereof.

S. Release and Ownership of Information

Prince Edward County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in Prince Edward County's possession which Prince Edward County may lawfully release including, but not limited to contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under this Contract. Prince Edward County

reserves its rights of ownership to all material given to the Contractor by Prince Edward County and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this RFP.

T. Indemnity

The Contractor shall indemnify and hold harmless Prince Edward County against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work described herein, provided that any such claims, damages, losses or expenses (1) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) are caused in whole or in part by any negligent acts or omissions of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification clause shall apply to the fullest extent permitted by law.

U. Hold Harmless

The Contractor, in any Contract resulting from this RFP, shall pay all royalties and license fees necessary for performance of the Contract. The Contractor shall defend all suits or claims for infringement of any patent rights or any other proprietary rights arising from or related to performance of the resulting Contract and shall save Prince Edward County, its officers, agents, and employees harmless from any and all loss, including reasonable attorneys' fees, on account thereof.

V. Subcontractors and Assignments

The Contractor shall not sublet or assign this Contract or any portion thereof without the prior written consent of Prince Edward County. In seeking consent for any subcontract or assignment, the Contractor shall furnish all information required by Prince Edward County to permit Prince Edward County to ascertain the qualifications of the proposed Subcontractor to perform the work, and the Contractor shall submit a copy of the subcontract to Prince Edward County for approval. The subcontract shall incorporate by reference all provisions and conditions of the Contract resulting from this RFP.

Prince Edward County's approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties or liabilities hereunder. The Contractor shall continue to be responsible to Prince Edward County for performance of the Subcontractor and the Subcontractor, for all purposes, shall be deemed to be an agent or employee of the Contractor. Nothing in the Contract resulting from this RFP or any subcontract shall create any contractual relationship between any Subcontractor and Prince Edward County.

W. Examination of Records

The Contractor agrees that Prince Edward County or any duly authorized representative shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine any and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to any Contract resulting from this RFP. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent Contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claims.

X. Attorney's Fees

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

Y. Utilization of Information

As may be allowed by law, any information, ideas, or concepts that the County receives during the procurement process from any offeror's written proposal, any discussion or interview with the offeror or as a result of any portion of the procurement process for the services described in this Request for Proposal shall become the property of Prince Edward County. Prince Edward County may use this information for any purpose without compensation to the offeror from whom the information was received.

W.W. Bartlett, County Administrator

Date