

**REQUEST FOR PROPOSALS
RIGHT OF WAY AND UTILITY EASEMENT ACQUISITION
SERVICES FOR THE MIDDLESEX WATER AUTHORITY**

I. PURPOSE OF REQUEST

The Middlesex Water Authority is soliciting bids and qualifications from Right of way / Utility easement acquisition professionals desiring to perform such services for the Authority and on an as needed basis for Middlesex County (“County”). The Middlesex Water Authority (“Authority”) is deploying a Water System throughout portions of Eastern Middlesex County and requires the requisite temporary construction and permanent easements. Specifically and initially, the Authority is seeking a firm experienced in the site evaluation, assessment, negotiation and preparation of easements for the exercise of the Authority’s eminent domain power.

A selection committee will evaluate and qualify proposals from individuals, firms and/or teams of firms for these services. The successful firm will demonstrate the ability to accurately evaluate, assess, negotiate and obtain the required easements or prepare them adequately for legal processes for the eventual obtainment, to include expert testimony, if needed.

II. TIME : Proposal Due 4pm October 9, 2019

Upon evaluation and qualification of the proposals, a selection committee comprised of Water Authority officials will evaluate offerors and negotiate a contract in conformance with state and federal requirements for such services. Specifically, resultant contract will conform to USDA Rural Development (“USDA RD”) requirements for easement acquisition services. Work to begin as soon as practical in October 2019.

III. INSTRUCTIONS TO PROPOSERS

- A. A pre-submittal information meeting will be held at **2pm on Friday October 4, 2019** at the Middlesex Historic Courthouse located at 865 General Puller Hwy, Saluda, Va. 23149. Attendance is **not** mandatory; however, interested parties are encouraged to attend.
- B. All proposals must be in a sealed envelope and clearly marked in the lower left- hand corner: "RFP – Professional Easement Acquisition Services". All proposals must be received in the offices of the COUNTY by **Wednesday, October 9, 2019 at 4 pm**. Five (5) copies of the RFP must be presented, in addition to a reproducible PDF or similar data copy on a flash drive or similar device. No faxed, e-mailed or telephone proposals will be accepted in lieu of paper copy. Late proposals shall be returned unopened.
- C. Proposals may be either mailed or hand delivered. The mailing address is: Middlesex County Administrator’s Office, P. O. Box 428, Saluda, VA 23149. The street address for hand delivery is: Woodward Building, Middlesex County Administrator’s Office, 877 General Puller Highway, Saluda, VA 23149.

- D. Proposals should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not required. Emphasis should be on completeness and clarity of content. Use of recycled paper for responses and any printed or photocopied material created pursuant to a contract with the County is desirable whenever practicable. Use of both sides of the paper for any submittal to the County is desirable whenever practicable.

All proposals must be complete and include the following information signed and notarized as appropriate:

1. Statement of Qualifications and Estimates of Time and Cost (Attachment A)
2. Non-Collusion Affidavit Certificate (Attachment B)
3. Authorization (Attachment C)
4. Contractual Terms and Conditions (Attachment D)

IV. SELECTION CRITERIA.

The Authority is seeking proposals from individuals, firms and/or teams of firms for easement acquisition services. The successful offeror will demonstrate the ability to accurately evaluate, assess, negotiate and obtain the required easements and/or prepare them adequately for legal processes for the eventual obtainment. Offeror shall have the credentials and experience to qualify as an expert witness should easements ultimately require legal processes for their obtainment. Specifically, the Authority requires the acquisition of approximately 200 +/- temporary construction easements and 50 +/- permanent easements for the construction of waterlines associated with the construction of the Eastern Middlesex Water system.

The offeror must be knowledgeable of the current laws and regulations of the Commonwealth of Virginia governing the acquisition of permanent and temporary construction easements. Offerors must also have working knowledge of current USDA Rural Development requirements. Offeror should be capable of providing general easement acquisition services for other future County and Authority projects, on an as-needed basis. Offeror will be selected primarily upon cost, time to completion and qualifications.

Each proposal will be evaluated by the selection committee and some selected for interview. Interviews with offeror(s) will be conducted in early October 2019. The selection committee may interview one or multiple offeror(s) and may conduct follow-up interviews to determine the most responsive and responsible offeror. While costs are a substantial factor for selection, demonstratable timely successful completion of similar projects will be weighed heavily as well.

V. PROPOSAL TERMS AND CONDITIONS.

- A. Upon qualification of offerors in accordance with this Request and pursuant to Section 2.2-4317 of the Code of Virginia, 1950, as amended, the Authority may, as needed, enter into negotiations with those offerors that have qualified with regard to the applicable services. The Authority will select one or more of the qualified offerors who demonstrate the requisite expertise for the project in question and contract with them to perform the referenced services. Offerors successfully

qualified pursuant to this request shall also be considered qualified for a period of three (3) years from the date of qualification to accept future work orders from the Authority and County for similar easement acquisition services.

- B. The Authority reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- C. The Authority reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- D. The Authority reserves the right to award any contract to the next most qualified firm, if the successful firm does not execute a contract within 30 days of being notified of selection.
- E. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to provide to the Authority the services described in the attached specifications, or until one or more of the proposals have been approved by the Water Authority Board of Directors, whichever occurs later.
- F. Any and all contracts resulting from acceptance of a proposal by the Authority shall be in a form supplied or approved by the Authority/County Attorney and USDA Department of Rural Development and shall reflect the specifications in this RFP. The Authority reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the Authority/County Attorney and/or the USDA Department of Rural Development.
- G. The Authority or the County shall not be responsible for any costs incurred by any offeror in preparing, submitting, or presenting its response to the RFQ.
- H. Proposer cannot appear on any Federal debarment list.

VI. RESULTING CONTRACT

The successful offeror will be bound by the representations made in its response to the RFP.

VII. OTHER INFORMATION.

For additional information or explanation of the contents or intent of these specifications, please e-mail, or write your questions to:

Matt Walker, Executive Director
Middlesex Water Authority
PO BOX 428
Saluda, VA 23149
804-758-4330

m.walker@co.middlesex.va.us with copy to:

Betty Muncy, Assistant Administrator bmuncy@co.middlesex.va.us

If requested, the Authority will provide copies of this document in MS Word format (.doc) to assist with your responses.

Attachment A

STATEMENT OF QUALIFICATIONS AND ESTIMATES OF TIME AND COST

Expressions of interest for providing easement acquisition services shall be made by submitting a statement of qualifications and estimates of time and cost as referenced below. Offerors are also encouraged to include the background and experience of staff or team members who would be assigned to the work, summary of members who would be assigned to the work and a summary of similar projects (if any) conducted by the individual or firm. The Offeror should address the following criteria:

1. Specific training, knowledge and experience relating to the acquisition of easements for public uses such as, but not limited to, water line construction.
2. Thorough knowledge of any and all codes and regulations as they may relate to easement acquisition by government entities.
3. Thorough knowledge of federal requirements relevant to easement acquisition to USDA Rural Development funded projects.
4. Broad general understanding of current utility construction practices relevant to easement acquisition and location.
5. Ability to (and examples where your firm has) successfully evaluate, assess and negotiate easement conveyances with property owners in a communicative, courteous and effective manner.
6. Ability to (and examples where your firm has) successfully process and prepare easements for acquisition through legal process.
7. Ability to (and examples where your firm has) successfully use formulas, pursuant to Virginia Law and USDA RD requirements to determine, assess, and value temporary and permanent easements.
8. Ability to (and examples where your firm has) successfully research, prepare, evaluate and present expert assessment and testimony for easement acquisition through Virginia's eminent domain procedures and adhere to USDA RD requirements for said procedures.
9. Number and nature of existing or potential future projects that may constrain the Offeror's ability to complete this project
10. Estimated time to completion.
(The Authority realizes that some easements may require execution of an eminent domain process for their acquisition should negotiation with property owners prove unsuccessful. What is desired in this estimate is the Offeror's reasonable time estimate for evaluation, assessment and negotiation with property owners to obtain required easements and when easements would be moved into condemnation process.)
11. Estimated cost per easement for acquisition.
(The Authority realizes some easements will be more easily acquired while some may need to proceed through an eminent domain process. The Authority desires to contract for a not to exceed cost per easement regardless.)

Each firm submitting a proposal for items included in this RFP shall prepare and submit the following information, signed and notarized, in addition to addressing the qualifications stated above:

1. Name of Firm or Business
2. Business Address
3. Business Phone and Fax Number
4. E-mail address
5. Number of years you have been in business in Virginia and business names
6. General character of services provided by your firm
7. Commonwealth of Virginia Sales Tax registration No., if applicable
8. Federal I.R.S. Identification Number (Tax ID Number)
9. List the places of operation
8. Provide a clear statement of your experience and qualifications relevant to services proposed to be provided
9. Execute and return this Statement of Qualifications and time and cost estimate, Attachment B, Attachment C and Attachment D.
10. I certify that I: (check box as applicable)
 am capable of providing the easement acquisition services as outlined in this proposal,
 am capable of providing easement acquisition services and comply with the rules and regulations outlined by the U. S. Code, the Code of Virginia, the County of Middlesex, the Authority, the USDA Rural Development, and other applicable laws and regulations.

Printed Name: _____

Title: _____

Signature: _____

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, to-wit:

The foregoing Statement of Vendor qualifications was acknowledged before me this _____
day of _____, 2019, by _____

My Commission expires: _____

Notary Public # _____

Attachment B

NON-COLLUSION CERTIFICATION

The following certifications are made:

1. The bid or offer (1) is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) is in all respects fair and without collusion or fraud, and (3) is or is intended to be competitive and free from any collusion with any person, firm or corporation. The provisions of subsection (1) of this paragraph may be waived under the appropriate circumstances and with the joint concurrence of the Authority and USDA RD.
2. The offeror has not offered or received any kickback from any other offeror or Contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
3. The offeror is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or condition upon which the contract resulting from the acceptance of his bid or proposal is to be performed.
4. The offeror understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal.
5. The offeror or subcontractor has not and will not confer with any public employee having official responsibility for a 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 is exchanged.

Printed Name: _____

Title: _____

Signature: _____

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY of _____, to-wit:

The foregoing Non Collusion Certification was acknowledged before me this _____ day
of _____, 2019, by _____

My Commission expires: _____

Notary Public # _____

Attachment C

The undersigned submits the following proposal desiring to perform easement acquisition service for the Middlesex Water Authority and Middlesex County for this project and on an as needed basis.

Authorization:

Firm Name

Date

Mailing Address

Phone #

State, Zip

Fax #

By (Printed Name)

Title

Signature

Contact Name (if different from above)

Contact Phone #

CONTRACT TERMS
(Sample/Draft)

1. TERMINATION OF AGREEMENT

The AUTHORITY AND COUNTY reserve the right to terminate or suspend this Contract at any time, with or without cause, by giving thirty (30) days notice to the firm in writing. In the event of termination, the CONTRACTOR shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Firm's work under this contract.

2. OWNERSHIP OF WORK PRODUCT

Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Contract, whether or not completed, shall be vested in the AUTHORITY AND COUNTY. Any reuse of these materials by the AUTHORITY AND COUNTY for projects or purposes other than those which fall within the scope of this Contract or the project to which it relates, without written concurrence by the CONTRACTOR will be at the sole risk of the AUTHORITY AND COUNTY.

3. NONDISCRIMINATION

The CONTRACTOR shall, in all hiring or employment made possible or resulting from this agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, religion, national origin, marital status or disability, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, religion, national origin, age or disability.

4. HOLD HARMLESS / INDEMNIFICATION

The CONTRACTOR agrees to indemnify, defend, and hold harmless the AUTHORITY AND COUNTY and its officers, agents, and employees, from any and all claims, demands, actions or causes of action against the AUTHORITY AND COUNTY or its officers, agents, or employees, alleging damage or injury arising out of the subject matter of this Contract; provided, however, that such provision shall not apply to the extent that the damage or injury is attributable to the sole negligence of the AUTHORITY AND COUNTY or its officers, agents, or employees.

5. COMPLIANCE WITH LAWS AND MISCELLANEOUS

Any purchase order or contract resulting from this solicitation shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The CONTRACTOR providing goods or services to the AUTHORITY AND COUNTY under this contract assures the AUTHORITY AND COUNTY that it is:

- A. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
- B. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;
- C. Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and
- D. Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act.
- E. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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.
 - 1. CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that such CONTRACTOR is an equal opportunity employer.
 - 2. 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.

CONTRACTOR will include the provisions of the foregoing paragraphs E (1) and J (2) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- F. CONTRACTOR shall (i) provide a drug-free workplace for the 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 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 CONTRACTOR that CONTRACTOR maintains a drug-free workplace; and (iv) include the provisions of the foregoing clause in every subcontractor or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this contract.

- G. CONTRACTOR agrees that he is an independent contractor, and not an agent or employee of the AUTHORITY and/or COUNTY. CONTRACTOR shall indemnify and hold harmless the AUTHORITY and/or COUNTY, its officers, agents, officials and employees free from any loss, claim, demand, liability, cost or suit of whatsoever nature arising out of or in any way related to the work to be performed by CONTRACTOR herein.
- H. CONTRACTOR shall maintain and provide evidence of having general liability insurance, automobile insurance, and worker's compensation insurance in the amounts that are defined herein. CONTRACTOR shall abide by the following conditions:

The Contractor shall procure, and shall maintain throughout the life of the Contract, Commercial General Liability Insurance, Automobile and Contractor's Property Damage Insurance and Worker's Compensation Insurance in the following amounts:

- Worker's Compensation
 - State Statutory
 - Federal Statutory
 - Employer's Liability:
 - Bodily Injury, each accident \$100,000
 - Bodily injury by disease, each employee \$100,000
 - Bodily injury/disease aggregate \$100,000
- Commercial General Liability
 - Each Occurrence \$1,000,000
 - General Aggregate \$2,000,000
- Automobile Liability
 - Each Occurrence \$1,000,000
 - General Aggregate \$2,000,000
- Excess or Umbrella Liability
 - Each Occurrence \$1,000,000
 - General Aggregate \$2,000,000
- Contractor's Pollution Liability
 - Each Occurrence \$1,000,000
 - General Aggregate \$1,000,000

Qualifications of Insurers - Insurance required shall not be carried with an insurer not authorized to do business in the state in which this Contract is performed.

6. NO WAIVER

Any failure of the AUTHORITY AND COUNTY to demand rigid adherence to one or more of this Agreement's provisions in the contract, on one or more occasions, shall not be construed as a waiver nor deprive the AUTHORITY AND COUNTY of the right to insist upon strict compliance with the terms of this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

7. CHOICE OF LAW

To ensure uniformity of the enforcement of this Contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to the principles of conflicts of law.

8. FORUM SELECTION

The parties hereby submit to the personal jurisdiction and venue of the Circuit Court of Middlesex County, Virginia for resolution of any and all claims, causes of action or disputes arising out of or related to this Contract and agree that service by registered mail to the addresses to be set forth in this Contract shall constitute sufficient service of process for any such action.

9. SEVERABILITY

If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.

10. NOTICES

All requests, notices, and other communications required or permitted to be given under this Contract shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (a) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in

effect, or (b) transmitted by hand delivery, telegram, telex, telecopier or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices to the AUTHORITY AND COUNTY shall be sent to:

Middlesex County
Attn: Matt Walker, County Administrator
Executive Director of Water Authority
P O Box 428
Saluda, Virginia 23149
804-758-4330

With Copy to: Heather W. Lewis
Water Authority Attorney
P O Box 428
Saluda, Virginia 23149

11. CONTRACTUAL CLAIMS PROCEDURE

- a. Contractual claims, whether for money or other relief, except for disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment. Any written notice of Firm's intention to file such a claim need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope.

Whether or not Firm files such written notice, Firm shall proceed with the work as directed.

- b. The AUTHORITY and/or COUNTY, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Firm by written notice.

If the Firm disagrees with the decision of the AUTHORITY and/or COUNTY concerning any pending claim, the Firm shall promptly notify the AUTHORITY AND COUNTY by written notice that the Firm is proceeding with the work under protest. Any claim not resolved, whether by failure of the Firm to accept the decision of the AUTHORITY AND/OR COUNTY or under a written notice of Firm's intention to file a claim or a detailed claim not acted upon by the governing body of the AUTHORITY and/or COUNTY, shall be specifically exempt by the Firm from payment request, whether in progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

- c. The decision on contractual claims by the AUTHORITY and/or COUNTY shall be final and conclusive unless the Firm appeals within thirty (30) days of the date of the final decision on the claim by instituting legal action in the appropriate circuit court.

12. EXTENT OF AGREEMENT/MODIFICATION

This Contract, together with all Attachments and addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written instrument properly signed by both parties hereto.

Printed Name: _____

Title: _____

Signature: _____