

**REQUEST FOR QUALIFICATIONS
ECONOMIC IMPACT AND LEGAL SERVICES
REGIONAL AIRPORT AUTHORITY EVALUATION AND CREATION**

I. PURPOSE OF REQUEST

The Middlesex County Board of Supervisors, Lancaster County Board of Supervisors and Northumberland Board of Supervisors (Counties) are soliciting expressions of interest and qualifications from individuals or firms desiring to perform a feasibility study, economic impact assessment and requisite legal services for the potential creation of a Regional Airport Authority based at Hummel Field. Middlesex County recently completed an airport development feasibility study for expanding Hummel Field through its consultant Parrish and Partners (Attachment E). This study is currently under review by the Virginia Department of Aviation (DOAV). Specifically and initially, the Counties are seeking individuals or firms experienced in assessing the regional economic impact of airports, planning and coordinating the development and creation of a Regional Airport Authority. The Counties appreciate that the requested services may need to be divided among a team of offerors.

A selection committee comprised of representatives from the participating counties will evaluate and qualify proposals from individuals, firms and/or teams for services as defined below. An offeror(s) successfully qualified shall then be selected to interview with the selection committee and may ultimately be asked to contract with the respective counties on the project.

II. TIME

Proposal Due 4:00 p.m. on July 8, 2019

Upon evaluation and qualification of the proposals, a selection committee comprised of the respective Counties will evaluate offerors and negotiate a contract to begin in July 2019.

III. INSTRUCTIONS TO PROPOSERS

- A. A pre-submittal information meeting will be held at 2:00 p.m. on Monday July 1, 2019 at the Middlesex Historic Courthouse located at 865 General Puller Hwy, Saluda, Virginia 23149 as an effort to inform interested engineers of the project referenced in this RFQ. Attendance is **not** mandatory; however, interested offerors are encouraged to attend.
- B. All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner: "RFQ – Regional Airport Authority". All proposals must be received in the offices of the COUNTY by Monday, July 8, 2019 at 4:00 p.m. Ten (10) copies of the RFQ must be presented, in addition to a reproducible PDF and 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, Virginia 23149. The street address for hand delivery is: Middlesex County Administrator's Office,

877 General Puller Highway, Saluda, Virginia 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 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 (Attachment A)
2. Non-Collusion Affidavit Certificate (Attachment B)
3. Authorization (Attachment C)
4. Contractual Terms and Conditions (Attachment D)

IV. SELECTION CRITERIA

The Counties are seeking proposals for feasibility, economic impact assessment and legal services needed to assess and potentially create a Regional Airport Authority based at Hummel Field. Middlesex County recently completed an airport development feasibility study for expanding Hummel Field through its consultant Parrish and Partners (Attachment E). This study is currently under review by the Virginia Department of Aviation (DOAV). Specifically and initially, the Counties are seeking individuals or firms experienced in assessing the regional economic impact of airports, planning, guiding, and coordinating the development and creation of a Regional Airport Authority. The Counties appreciate that the requested services may need to be divided among a team of offerors.

The offeror should be capable of providing regional airport economic impact analysis services and capable of presenting such analysis to the respective counties in a non- biased, outcome independent manner.

The offeror must be knowledgeable with current DOAV and Commonwealth of Virginia requirements specifically for the creation of a regional Airport Authority. The offeror should be able to advise each County with regard to the issues raised thereby in a non-biased, outcome independent manner.

The offeror should be capable of assisting the Counties in the preparation and creation of enabling documents for the establishment of an Authority and requisite agreements between the respective counties in a non-biased, outcome independent manner.

The offeror should be capable of providing general project coordination and mediation services for the Counties and meet on an as-needed basis. The counties believe proximity to Richmond and to the region is key for project success. The selected offeror will bear the weight of coordinating between the respective counties and will be expected to meet frequently with the respective Boards of Supervisor and staff in an effort to keep the respective bodies informed throughout the project. The selected offeror(s) will be expected to guide the legislation required to create the Authority if it is determined to be in the Counties' interest.

Factor	Weight Given
1. Responsiveness of Proposal to Requirements	25%
2. Proximity to Richmond and Region	25%
3. References	25%
4. Experience and Qualifications	25%
Total Criteria Weight	100%

Each proposal will be independently evaluated on factors 1 through 4 by the selection committee and some selected for interview. Interviews with offeror(s) will be conducted in July 2019 at a date and time to be determined, the selection committee may interview one or multiple offeror(s), may choose to conduct follow-up interviews, per their determination.

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 Counties may, as needed, enter into negotiations with those offerors that have qualified with regard to the applicable services. The Counties will select one or more of the qualified offerors who demonstrate the requisite expertise for the project(s) in question.
- B. The Counties reserve the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- C. The Counties reserve the right to request clarification of information submitted, and to request additional information from any offeror.
- D. The Counties reserve 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 Counties the services described in the attached specifications, or until one or more of the proposals have been approved by the Middlesex County Board of Supervisors, Lancaster Board of Supervisors, Northumberland Board of Supervisors whichever occurs later.
- F. Any and all contracts resulting from acceptance of a proposal by the Counties shall be in a form supplied or approved by the Counties and shall reflect the specifications in this RFQ. The Counties reserve the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFQ and which is not approved by the Counties' Attorney(s).
- G. The Counties shall not be responsible for any costs incurred by any offeror in

preparing, submitting, or presenting its response to the RFQ.

VI. RESULTING CONTRACT

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

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, County Administrator
Middlesex County
PO BOX 428
Saluda, Virginia 23149
804-758-4330
m.walker@co.middlesex.va.us

Copy Betty Muncy, Assistant County
Administrator on all correspondence:
bmuncy@co.middlesex.va.us

The Counties will provide copies of this document in MS Word format (.doc) to assist with your responses.

Attachment A

STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Expressions of interest for feasibility study, airport economic impact analysis, planning and coordination of the development and creation of a regional airport Authority and requisite legal services, shall be made by submitting a statement of qualifications, including 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 listing of similar projects (if any) conducted by the individual or firm. The firm must have at least five years experience in airport economic impact analysis services. When applicable to the category of services governed by the proposal, the Offeror should address the following criteria:

1. Specific training, knowledge and experience relating to the regional economic impact of airports or planning and coordination of the development and creation of a regional airport Authority.
2. Thorough knowledge of any and all codes and regulations as they may relate to the project.
3. Thorough knowledge of federal, state and private grant opportunities and their requirements relevant to the project.
4. Broad general understanding of regional airport authorities and their governance.
5. Ability to and examples of where your firm has successfully evaluated and presented feasibility of forming a regional airport authority.
6. Examples and Ability to successfully research, evaluate and present the economic impact of airports on communities in their region.
7. Examples and Ability to create enabling documents and guide the requisite legislation for the creation of a regional airport authority.
8. Examples and Ability to coordinate and mediate to the development of inter-county agreements requisite to forming a regional airport authority.

Each firm submitting a proposal for items included in this RFQ 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
9. List the places of operation
10. Provide a clear statement of your experience and qualifications relevant to services proposed to be provided
11. Execute and return this Statement of Qualifications, Attachment B, Attachment C and Attachment D.

12. I certify that I: (check box as applicable)
____ am capable of providing the general engineering services as outlined in this proposal,
____ am capable of providing engineering and design requirements that will comply with the rules and regulations outlined by the U. S. Code, the Code of Virginia, the County of Middlesex, , 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.

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 consulting services for the Counties.

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
(For Offeror Informational Purposes)

1. **TERMINATION OF AGREEMENT**

The COUNTY reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving thirty (30) days notice to the firm in writing. In the event of termination, the Engineering and/or Architectural Design Firm ("Firm") 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 Agreement, whether or not completed, shall be vested in the COUNTY. Any reuse of these materials by the COUNTY for projects or purposes other than those which fall within the scope of this agreement or the project to which it relates, without written concurrence by the Firm will be at the sole risk of the COUNTY.

3. **NONDISCRIMINATION**

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

5. COMPLIANCE WITH LAWS

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 firm providing goods or services to the COUNTY under this contract assures the 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.

6. NO WAIVER

Any failure of the 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 deprives the 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 Agreement 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 or to the U.S. District Court, Eastern District of 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 Agreement 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 COUNTY shall be sent to:

Middlesex County
Attn: Matt Walker, County Administrator
877 General Puller Highway
Post Office Box 428
Saluda, Virginia 23149
Tel: 804-758-4330

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 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 County concerning any pending claim, the Firm shall promptly notify the 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 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 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.

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

Printed Name: _____

Title: _____

Signature: _____

Attachment E

Parrish & Partners Study