



## **REQUEST FOR PROPOSALS**

### **WASTEWATER COLLECTION SYSTEM - ENGINEERING & DESIGN SERVICES FOR MIDDLESEX COUNTY**

**DUE JUNE 26, 2020 at 4:00 p.m.**

**MIDDLESEX COUNTY  
REQUEST FOR PROPOSALS**

**WASTEWATER COLLECTION SYSTEM - ENGINEERING & DESIGN SERVICES FOR  
MIDDLESEX COUNTY**

**I. PURPOSE OF REQUEST**

Middlesex County is soliciting proposals from engineers desiring to perform an alternative wastewater collection system evaluation and provide engineering & design services for Middlesex County ("COUNTY"). The COUNTY will evaluate proposals from individuals and/or firms for professional engineering services as defined below.

**II. TIME**

Upon evaluation of the proposals, the COUNTY will negotiate a contract with the qualified engineer as soon as practicable in July, 2020.

**III. INSTRUCTIONS TO PROPOSERS**

- A. All proposals and/ or questions should be directed to:

Middlesex County  
Attention: Matt Walker, County Administrator  
PO Box 428  
877 General Puller Highway  
Saluda, Virginia 23149  
804-758 -4330

- B. All proposals must be in a sealed envelope and clearly marked in the lower left- hand corner: "RFP – Wastewater Collection System - Engineering and Design Services". All proposals must be received in the offices of the COUNTY by **Friday June 26, 2020 at 4 pm.** **Seven (7) copies of the RFP must be presented, in addition to a PDF copy on 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. **Disadvantaged Business Enterprises (small or minority and/or women owned firms)** are encouraged to submit proposals. MBE/WBE firms are encouraged to submit proposals.
- D. **Equal Opportunity Employment Statement:** The COUNTY is an Equal Opportunity Employer and will not discriminate on the basis of race, creed, color, national origin, age, or handicap. The provider must certify that he does not, or will not, maintain or provide for his employees any facilities that are segregated on the basis of race, color, creed, or national origin; that he will not discriminate against any employee or applicant for employment because of race, religion, 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 provider.

- E. **Compliance with Federal Laws and Rules:** The provider shall comply with the President’s Executive Order #11246 prohibiting discrimination in employment regarding race, color, creed, sex, or national origin; the President’s Executive Orders #12138 and #11625 regarding utilization of MBE/WBE firms; and the Civil Rights Act of 1964.
- F. **Submission Content and Guidelines:** 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 (Attachment A)
  2. Non-Collusion Affidavit Certificate (Attachment B)
  3. Authorization to Submit (Attachment C)
  4. Contractual Terms and Conditions (Attachment D)

**IV. SELECTION CRITERIA.**

The COUNTY is seeking proposals to evaluate alternative wastewater collection systems and have subsequent engineering and design services to construct wastewater collection systems for sewer service areas in Middlesex County.

The offeror should be capable of providing general evaluation, engineering and design services for evaluation, design and construction of wastewater collect systems.

The offeror should be capable of assisting the COUNTY in application(s) for funding for desired wastewater collection system improvements. The COUNTY intends to apply for DEQ CWRLF financing and possibly USDA RD funding for design and construction of the system as deemed necessary. The offeror should have knowledge of and positive working relationships with the staff of these agencies.

Factor	Weight Given
1. Responsiveness of Proposal to Requirements	10 %
2. References	20 %
3. Experience, Qualifications & Proximity	50 %
4. Current work load/Staff assignment Plan	20 %
<b>Total Criteria Weight</b>	<b>100 %</b>

Each proposal will be independently evaluated on factors 1 through 4 by an evaluation team selected by the COUNTY, which could include the Board of Supervisors. Interviews with prospective consultants may be conducted following a review of the proposals received.

**V. PROPOSAL TERMS AND CONDITIONS.**

- A. Upon completion of review of offerors and notice of award, in accordance with this request and pursuant to Code of Virginia, 1950, as amended, the COUNTY will enter into negotiations with the offeror that has best demonstrated the ability to complete the services requested in this RFP.
- B. The COUNTY reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal, or to accept the proposal evaluated to be in the best interest of the COUNTY.
- C. The COUNTY reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- D. The COUNTY 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 COUNTY the services described in the attached specifications, or until one or more of the proposals have been approved by the Board of Supervisors, whichever occurs later.
- F. Any and all contracts resulting from acceptance of a proposal by the COUNTY shall be in a form supplied or approved by the COUNTY and shall reflect the specifications in this RFP. The COUNTY 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 COUNTY Attorney.
- G. The COUNTY shall not be responsible for any costs incurred by any bidder in preparing, submitting, or presenting its response to the RFP.

## **VI. BACKGROUND**

The COUNTY has established water and wastewater service areas within Middlesex County and partnered with Hampton Roads Sanitation District (“HRSD”) for wastewater treatment and the deployment of collection systems in several of these areas. The COUNTY desires to deploy wastewater collection systems in the Christchurch, Topping and Locust Hill Service Areas. The COUNTY plans to connect to a proposed HRSD interceptor main for conveyance of wastewater for treatment. Currently, the COUNTY has considered conceptually serving the Christchurch and Topping Service Areas with a Low-Pressure System (LPS) and seeks to finance these systems through the Department of Environmental Quality (“DEQ”) Clean Water Revolving Loan Fund (“CWRLF”).

The COUNTY seeks the assistance of a consultant engineer to further evaluate alternative methods for wastewater collection in the Village of Deltaville, including LPS, and its design and deployment. The COUNTY will also require the assistance of the engineer in evaluating possible grant opportunities for design and construction costs. The COUNTY and/or its designated managing entity will evaluate the alternatives for financing the deployment of the Deltaville system via CWRLF, USDA/RD or other sources.

Additional background information and maps are available on the COUNTY website:  
<http://www.co.middlesex.va.us>

## **VII. RESULTING CONTRACT**

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

## **VIII. OTHER INFORMATION**

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

Matt Walker, County Administrator  
Susan Traner, Administrative Assistant  
Middlesex County  
PO BOX 428  
Saluda, VA 23149  
804-758-4330

[m.walker@co.middlesex.va.us](mailto:m.walker@co.middlesex.va.us)  
[s.traner@co.middlesex.va.us](mailto:s.traner@co.middlesex.va.us)

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

## Attachment A

### STATEMENT OF QUALIFICATIONS, EXPERIENCE, AND COMPLIANCE

Proposals for requested engineering services shall be made by including a statement of qualifications, experience and compliance. The firm must have at least five years experience in Municipal/Civil Engineering Services. The Offeror should address the following criteria:

1. Disclose how many years the company has been in business in Virginia and under what names.
2. Define who will be the project manager or lead for the company. Provide summary of staff members who will be assigned to the work including current and anticipated workload, background and experience, and any specific training, knowledge and experience relating to the design and construction of public wastewater facilities including collection lines, pump or lift stations, tanks, and force mains.
3. Describe Project Manager and staff's proximity to Middlesex County. It is desired that assigned staff be within a reasonable distance of Middlesex County to insure attendance at meetings, timely responses, accuracy of field work and avoidance of travel expenses and costs.
4. Provide listing of similar wastewater projects conducted by the firm, including any successful projects involving the review and evaluation of wastewater collection alternatives, and subsequent engineering and design of systems. Please provide references with appropriate contact information.
5. Demonstrate any unique approaches, insight or ideas your firm may have with respect to evaluation and development of wastewater systems and creating a new public wastewater collection systems for the citizens of Middlesex County.
6. Describe the company's experience with working with Hampton Roads Sanitation District requirements. (The COUNTY will partner with HRSD for treatment)
7. Demonstrate knowledge of codes, regulations or applicable standards as they relate to wastewater utility projects and wastewater system operation.
8. Describe the company's understanding of current construction practices, methods, materials and cost estimation. Include recent examples, with references, of successful cost estimation on similar projects recently bid (if any).
9. Disclose any time constraints, obligations on other projects, or any other known circumstances that may adversely affect your company or assigned staff's ability to complete this project successfully in a timely manner.

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, Fax Number and E-mail address
4. Number of years you have been in business in Virginia and under what business names
5. General character of service provided by your firm
6. List the places of operation
7. Commonwealth of Virginia Sales Tax registration and Federal I.R.S. Identification Number.
8. Execute and return this Statement of Qualifications, Attachment B, Attachment C and

Attachment D.

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 wastewater collection line engineering and design requirements;

\_\_\_\_\_ will comply with the rules and regulations outlined by the U. S. Code, the Code of Virginia, the County of Middlesex, the Virginia Department of Health, Virginia Department of Environmental Quality, and all rules and regulations of the Virginia State Corporation Commission, and other applicable laws and regulations;

\_\_\_\_\_ am an Equal Opportunity Employer and do not discriminate on the basis of race, creed, color, national origin, age, or handicap and certify that the firm does not, or will not, maintain or provide for employees any facilities that are segregated on the basis of race, color, creed, or national origin; and will not discriminate against any employee or applicant for employment because of race, religion, 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 Engineer. Further, the firm complies with the President's Executive Order #11246 prohibiting discrimination in employment regarding race, color, creed, sex, or national origin; the President's Executive Orders #12138 and #11625 regarding utilization of MBE/WBE firms; and the Civil Rights Act of 1964.

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

STATE OF/Commonwealth of \_\_\_\_\_,

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing Statement of Qualifications, Experience and Compliance was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_

My Commission expires : \_\_\_\_\_ Notary Number : \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**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 on 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: \_\_\_\_\_



**Attachment B**

STATE OF/Commonwealth of \_\_\_\_\_,

CITY/COUNTY of \_\_\_\_\_, to-wit:

The foregoing Non Collusion Certification was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2020, by \_\_\_\_\_

My Commission expires: \_\_\_\_\_

\_\_\_\_\_

Notary Public # \_\_\_\_\_

**Attachment C**

The undersigned submits the following proposal desiring to perform consulting and design engineering services for the Middlesex County.

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 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 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 Contract, 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 Contract 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 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 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:

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;

Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;

Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and

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 deprive 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 Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to her 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. N O T I C E S

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  
PO Box 428  
Saluda, Virginia 23149  
804-758-4330

11. C O N T R A C T U A L C L A I M S P R O C E D U R E

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.

C. 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 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: \_\_\_\_\_