REQUEST FOR PROPOSALS

DEPARTMENT OF SOLID WASTE
LANDFILL CONSTRUCTION QUALITY ASSURANCE TESTING

RFP #SW-LCQAT-2008
Deadline for Submission:
5:00 p.m., August 8, 2008

I. OVERVIEW AND PURPOSE OF THE PROJECT

Bedford County is planning to construct an expansion to its municipal solid waste landfill located in Bedford, VA. The Scope of Work entails the grading of the 9.9 acre ± municipal waste landfill site to accept the composite liner system; installation of the landfill liner; installation of the leachate collection system including all piping, geosynthetic clay liner, 60 mil HDPE liner, drainage layer, and leachate sump pump stations; 4” leachate forcemains, construction of surface drainage run-on and run-off control measures; erosion and sediment control measures; topsoiling and seeding; and, related work thereto.

II. SCOPE OF SERVICES

The scope of services for this project in general would include construction quality assurance as described in Technical Specifications prepared by Dewberry & Davis, Inc. The selected firm will be responsible for certifying that all construction activities have been constructed in accordance with The Virginia Department of Environmental Quality permit # 560.

III. PROPOSAL CONTENT & FORMAT

Proposals shall be prepared concisely and contain the following:

1. Overview of firm including operating history and location of office to perform the work.

2. Understanding of project and how your firm will perform the scope of work (project approach).

3. Resumes of key personnel to be involved with this project and their responsibilities specific to the project.

4. Experience with construction quality assurance testing as related to landfill construction. Also include an additional listing of recent and similar projects. List at least four (4) client references for which your firm has provided similar services in the last five years.

5. Experience in construction quality assurance testing in Bedford County and/or the general area.
IV. SELECTION PROCEDURE

Selection Criteria: The General contract Terms and Conditions set forth certain criteria which will be used in the receipt of proposals and selection of the successful firm. In addition, the criteria set forth below will be considered.

The County will establish a Proposal Analysis Group that will independently read, review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The firms submitting proposals shall include statements on the following:

a. Experience and Credentials: Experience and history of the firm in the particular disciplines covered by the RFP, as well as credentials of the project team and experience in providing similar services to public sector organizations. This includes the qualifications of key personnel proposed for the project, specific experience with construction quality assurance testing as related to landfill construction, and the firm’s familiarity with construction in the general vicinity of Bedford County. 35 Points.

b. Responsiveness: The extent to which the response meets the requirements of the RFP and the extent to which the Proposer is likely to be able to achieve the desired results. This includes responsiveness to the requirements of the Proposal Format. 15 Points.

c. Compliance with contractual terms. 5 Points.

d. Factors influencing the delivery of services, such as the capability, integrity and reliability of the Proposer, financial stability, operating history, ability to start immediately and sustain services, etc. 10 Points.

Once each member of the Proposal Analysis Group has read and rated each proposal, a composite preliminary rating will be developed which indicates the group’s collective ranking of the highest rated proposals in a descending order. At this point, the Group will conduct interviews and have discussions with only the top ranked firms. If an Proposer is selected for interview and subsequent discussion, that Proposer must submit the required pricing forms containing a non-binding estimate of the cost of services. This cost estimate must be submitted to the County within three (3) working days of notification. During the interview process and discussion stage, the non-binding price proposals can be discussed. Once these interviews and discussions are completed, including the non-binding estimates of costs, the Proposal Analysis Group will finalize the rankings, including consideration of the cost of services. Final negotiations for a binding estimate of cost will begin with the top ranked firm. If a contract acceptable to the County cannot be negotiated at a price considered fair and reasonable, negotiations shall be terminated with the top ranked firm and negotiations will be conducted with the next ranked firm, and so on. The Proposal Analysis Group will conduct all subsequent negotiations and will make a
recommendation to the Board of Supervisors for their consideration of an award of contract.

V. General Terms and Conditions

A. Response to Proposals
   Forward five (5) copies of your response to this RFP, with all supporting information you wish to be considered, no later that 5:00 PM on Friday, August 8, 2008 to:

   Bedford County Administration Office
   Attn: Brigitte Petersen – Procurement Office
   122 E. Main Street, Suite 205
   Bedford, VA  24523

B. Issuing Office:
   Bedford County Administration Office
   Management Services, Procurement Division
   122 East Main Street, Suite 205
   Bedford, VA 24523

C. Inquiries:
   Questions concerning proposal procedures or the scope of work in this RFP should be addressed in writing to Brigitte Petersen, Procurement Technician, 122 East Main St., Suite 205, Bedford, VA 24523. Inquiries may also be made via e-mail at b.petersen@co.bedford.va.us, or by FAX at 540.587.0710. Minor, non-binding clarifications may be requested by calling Sheldon Cash, Solid Waste Manager, at 540-586-7656. Binding written responses will be faxed to the Proposer asking the question, and will also be posted on the County website at http://www.co.bedford.va.us/Res/Gov/RFP/index.asp under the corresponding RFP.

D. Issuing Date:
   July 13, 2008

E. Closing Date/Time:
   In order for all proposals to be fairly considered five (5) sealed proposals should be sent to the Issuing Office, clearly marked “Landfill Construction Quality Assurance Testing” with the RFP number no later than 5:00 PM. local prevailing time on Friday, August 8, 2008. Without exception, proposals delivered after this date and time will not be accepted.

   All submitted proposals will be available for public inspection once a selection has been made; therefore confidential information should not be submitted.

F. Understanding of Requirements:
   It is the responsibility of each organization submitting a proposal to inquire about and to clarify any requirement of the RFP which is not understood. Proposers must submit inquiries concerning submittal procedures or specifications concerning this
RFP in writing or via FAX. The County will issue written responses via FAX and post these responses on the County’s website in the same location as the RFP; it is the responsibility of Proposers to check the website for any updates related to this RFP. Only written responses to inquiries concerning procedures or specifications will be considered valid by the County. Non-written questions from Proposers and verbal responses by the County should be limited to simple clarifications and will not be considered valid as part of the process.

G. Incurring Cost:
The County is not liable for any cost incurred by any Proposer interested in submitting a RFP, or any selected Proposer, prior to the execution of a contract.

H. Modification and Withdrawal of Proposals:
Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of the Proposals. Proposers may only withdraw proposals that were substantially lower than other proposals because of clerical error as defined in Section 2.2-4330 of the Virginia Code of 1950, as amended. Any Proposer withdrawing a proposal shall give notice in writing of the right to withdraw proposal within two (2) business days after the conclusion of the proposal opening procedure.

I. Indemnification:
The successful Proposer shall indemnify and hold harmless Bedford County, its officers, boards, commissions, agents and employees against any and all claims, demands, causes of action, suits, proceedings, damages, costs or liabilities (including costs or liabilities of the County with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damages to person or property, regardless of the merit of any of the same, including any attorney fees, accountant fees, expert witness or Proposer fees, court costs, per diem, expense traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance of this Agreement by the successful Proposer and for which the Proposer would otherwise be responsible unless resulting from the negligence of County or its officers, boards, commissions, agents, or employees.

J. Termination of Contract:
Should the Proposer fail to perform the work according to accepted methods, the County has the right to terminate the contract immediately. In the event of termination pursuant to this paragraph, the Proposer shall be paid for all services provided through the date of termination less any fines, remedial costs or other fees that may be withheld.

K. Bedford County’s Rights:
Bedford County reserves the right to reject any and all proposals, or to contact any submitting Proposer or reference prior to award for explanations or clarification. The County reserves the right to waive any formalities and to award to the most responsive and responsible Proposer
L. Non-Discrimination:
Bedford County does not discriminate against faith-based organizations.

M. Employment Discrimination by Proposer Prohibited:
During the performance of this contract, the Proposer agrees as follows:

1. The Proposer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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 Proposer. The Proposer agrees to post in conspicuous places, availability to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Proposer, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, will state that such Proposer is an equal opportunity employer.

3. 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.

4. The Proposer will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

N. Drug-free Workplace to be Maintained by Proposer:
During the performance of this contract, the Proposer agrees to (I) provide a drug-free workplace for the Proposer’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 Proposer’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 Proposer that the Proposer maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order 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 Proposer 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 the contract.

O. Faith Based Organizations:
The County does not discriminate against faith-based organizations.
P. Ethics in Public Contracting:
This RFP incorporates by reference any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Proposer certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase 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 was exchanged.

Q. Immigration Reform and Control Act of 1986:
The Proposer certifies that it does not, and will not during the performance of any contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

R. Proposal Binding:
The contents, in their entirety, of the proposal submitted by the accepted firm shall become an attachment to and part of the agreement between the firm and the Issuing Office.

S. Applicable Law:
This RFP and any subsequent contract and the work performed thereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Bedford County, Virginia or as otherwise required by law. The Proposer shall comply with applicable federal, state, and local laws and regulations.

T. Assignment:
The Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this contract, without the prior written consent of the County and City.

U. Insurance:
The successful Proposer shall procure, maintain, and provide proof of, insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the Proposer, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the Proposer for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after contract completion date.
a. General Liability
Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits
   General Liability:
   $1,000,000 General Aggregate Limit
   $1,000,000 Products & Completed Operations
   $1,000,000 Personal and Advertising Injury
   $1,000,000 Each Occurrence Limit
   $50,000 Fire Damage Limit
   $5,000 Medical Expense Limit

b. Automobile Liability
Coverage sufficient to cover all vehicles owned, used, or hired by the Proposer, his agents, representatives, employees or subcontractors.

1. Minimum Limits
   Automobile Liability:
   $1,000,000 Combined Single Limit
   $1,000,000 Each Occurrence Limit
   $5,000 Medical Expense Limit

c. Workers' Compensation
Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, $1,000,000.

d. Owners' & Contractors' Protective Liability
Policy will be in name of County. Minimum limits required are $1,000,000.

e. Professional Liability+
Minimum limits are $1,000,000 per occurrence.

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Bedford, its' officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The Proposer's insurance shall be primary over any applicable insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverages for subcontractors of the Proposer shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the Proposer shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its' officers/officials, agents, employees and volunteers.

8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

9. The Proposer shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

11. All coverages designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

V. The County reserves the right to reject any or all proposals submitted and to waive any informality in the proposals. The right is also preserved to award the contract where it appears to be in the best interest of the County.