REQUEST FOR PROPOSALS - ENGINEERING SERVICES
SOLID WASTE COLLECTION CENTERS
BEDFORD COUNTY, VIRGINIA

GENERAL INFORMATION:

Bedford County currently operates 25 convenience centers for the collection of residential solid waste and recyclables. The County strives to improve the residential collection system by replacing or expanding older locations. The County of Bedford is seeking proposals for engineering services for the design, bidding, and construction phase services for collection center improvements. The County currently has 2 centers requiring engineering services. However, additional centers may require engineering services in the near future. Services will include all engineering support to implement the project including design, surveying, geotechnical testing if needed, bidding, and contracting services including construction administration and assisting with permitting.

RFP documentation can be downloaded from the County’s website at http://www.co.bedford.va.us/Res/Gov/RFP/index.asp, or by sending an email request to Brigitte Petersen, Procurement Office, at b.petersen@bedfordcountyva.gov.

Three copies of each proposal must be delivered to the County Administration Office prior to 5:00 p.m. on March 22, 2013. Proposals may be hand delivered or mailed to:

Brigitte Petersen, Procurement Office
(Engineering Services – SW Convenience Centers)
122 East Main Street, Suite 202
Bedford VA 24523

Proposals received after the above stated date and time will be returned unopened. Bedford County reserves the right to reject any and all proposals.

Questions concerning this proposal must be received IN WRITING no later than 12:00 p.m. on March 18, 2013.

DESCRIPTION OF PROJECT:

Bedford County is continuously improving the residential collection system. This includes improving or replacing existing centers. This proposal is for the design and construction phase services associated with two (2) centers. Additional centers may require engineering services in the near future. However, at this time, the County requests engineering services for the following two centers:
SITE 1 (Replacement Stewartsville Center) is an undeveloped parcel, approximately 4 acres in size and is located at the eastern intersection of Rt. 886 and Rt. 24, map number 157A A 2A, and map number 157A A 3. The County is currently coordinating a topographic survey and identification of property corners, existing utilities, or other features needed for the design. The property is not currently owned by the County. The County intends to proceed with property acquisition once a successful site plan and layout is developed.

The proposed center should consist of one concrete retaining wall designed for three (3) stationary 40-yard waste compactors and three (3) 40-yard open-top containers. The proposed center should also have a recycling area to consist of a concrete pad with adequate space for four (4) 25-yard enclosed roll-off containers and two (2) stationary recycling compactors. A concrete pad is also necessary for a pre-fabricated 10’ by 10’ attendants building. Electricity is needed for compactors, lighting, and attendant’s building. Landscaping will be needed to assist with the overall aesthetics of the center. The center will be paved.

The site will be fenced and gated to control access. The County will provide portable toilets and bottled drinking water. Therefore, water and sewer will not be required. The County will provide all efforts relative to ordering/delivery/installation of compactors, ordering/delivery/installation of attendant’s building. The County will also coordinate with utility providers for the provision of power and phone to the site.

Offerors are encouraged to visit the County’s existing Forest solid waste collection center located at 16169 Forest Road, Forest VA for an understanding of the overall design of a typical center. Offeror should have experience designing similar solid waste collection centers to the existing Forest location.

SITE 2 (New Orange Street Center) is an existing collection center, owned and operated by the City of Bedford. The County anticipates operating this center once the City reverts to town status. The site is approximately 1.25 acres and is located on Orange Street adjacent to the City Landfill/Transfer Station. The existing City-operated center must remain open with improvements occurring simultaneously with existing operations. The County is currently coordinating a topographic survey and identification of property corners, existing utilities, or other features needed for the design.

The proposed center should consist of one concrete retaining wall designed for two (2) stationary 40-yard waste compactors and three (3) 40-yard open-top containers. The proposed center should also have a recycling area to consist of a concrete pad with adequate space for four (4) 25-yard enclosed roll-off containers and two (2) stationary recycling compactors. A concrete pad is also necessary for a pre-fabricated 10’ by 10’ attendants building. Electricity is needed for compactors, lighting, and attendant’s
building. Landscaping will be needed to assist with the overall aesthetics of the center. The center will be paved.

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**SCOPE OF SERVICES:**

The County is seeking an engineer to provide design, bidding, and construction phase services for the project to include, but not limited to, the following activities:

1. Geotechnical testing as needed for excavation, pavement design and concrete work.
2. Conceptual design of site for County review and approval including a conceptual opinion of probable cost.
3. Final design including development of documents for land disturbance and site plan permitting. This includes the preparation of final bid documents.
4. Completion of storm water pollution prevention plan for construction activities.
5. Bidding assistance to include document distribution, prebid meeting if required, interface with contractors, bid opening, and bid recommendation.
6. Construction phase services to include preconstruction meeting, shop submittal review, pay request approval, and periodic site visits as may be requested by the County.

**CONTENT OF PROPOSAL:**

1. Firm name, address, telephone and fax numbers, and contact person for the firm.
2. Listing of services to be provided and an organizational chart. A list of all subconsultants should be included.
3. The information provided should include a description of experience with projects of this type.
4. References from similar localities to which the firm has provided design, bidding, and construction phase services for similar projects.
SELECTION CRITERIA:

The following criteria will be used by the selection committee during its evaluation of proposals:

1. Overall qualifications and expertise of the firm and project team assigned to the project
2. Experience providing consulting/engineering services to local governments in Virginia relative to similar solid waste management services.
3. Favorable work load of staff to be assigned to the project.
4. Stability of staff to be assigned to the project.
5. Understanding of the County’s needs for the project and project approach.
6. Ability of consultant to work with County staff.
7. Availability of in-house resources determined necessary to facilitate this project through implementation.

SELECTION PROCESS:

Staff will rank the proposals and schedule interview(s) with top respondent(s). During the interviews, an hourly rate schedule and/or binding fee estimate for a specific activity will be requested. The selection committee will then negotiate a price with the highest ranked proposer. In the event that a mutually agreeable contract cannot be reached, negotiations will be conducted with the firm ranked second.

The County reserves the right to reject all proposals received and to re-advertise the project.

LIMITATIONS:

1. This request does not commit the County to award a contract, or to pay any costs incurred in the preparation of a response to this request.
2. The County of Bedford reserves the right to reject any or all proposals, to waive informalities, to request additional information, and/or to award a contract deemed in the best interest of the County.
3. The County shall require the consultant to participate in negotiations and to submit technical or other revisions to their proposal as may result from the negotiations.

PROJECT SCHEDULE:

All design and construction documents shall be completed and submitted to the County of Bedford within 45 calendar days of the notice to proceed.
SPECIAL TERMS AND CONDITIONS:

a. The term County/Owner as referred to within this document shall mean County of Bedford.

b. The term Offeror/Consultant shall mean the person, consultant or corporation named as such in the contract.

c. Changes in Scope of Work - The County may request changes in the scope of work to be performed; such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.

d. Liability - The County shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by any person whatsoever arising from the negligent performance by the consultant and its employees and agents of its obligations under the provisions of this agreement. Consultant shall indemnify County and hold harmless County against all claims, liabilities, loss, injury, death or damage whatsoever on account of or arising out of any negligent act or omission of consultant in the performance of the consultant’s professional services pursuant to this agreement. The extent of the indemnification required by this paragraph shall not exceed the monetary limits set forth in the insurance section as described later in this document.

e. Insurance Requirements

1. Indemnification - The Consultant agrees, to the fullest extent of the law, to indemnify and save the County harmless from and against all losses, damages, injuries, claims and demands whatsoever, regardless of the case thereof, and expenses in connection therewith, including reasonable counsel fees, arising out of or incidental to the performance of Consultant's duties and responsibilities under this agreement. This covenant of indemnity shall continue notwithstanding any revocation or termination of this agreement. The Consultant shall be given prompt notice of any claims, demands or causes of action and reasonable opportunity to defend the same.

2. Insurance - The Consultant shall secure and keep in force, at its sole cost and expense, the following insurance policies which shall be in form and consent satisfactory to the County and shall be issued by insurance companies qualified to do business in the Commonwealth of Virginia.

3. Property Damage and Liability Insurance - Policy of property damage and public liability insurance which shall protect the County and such other persons as the County shall designate against any liability imposed by law upon the County, the Consultant, or both. Coverage shall include damages for loss of or damages to property, or for bodily injuries, including death suffered or claimed by reason or
inconsequence of any act or omission of any act by an employee or agent of the Consultant. Such insurance shall be on a comprehensive General Liability form with limits of $1,000,000 each occurrence, $1,000,000 aggregate Bodily Injury Liability to include, premises operations products, complete operations, contractual and broad form property damage.

4. **Workman’s Compensation and Other Insurance** - The Consultant shall carry such Workman’s Compensation Insurance and other insurance on its employees and agent performing services under this contract, as is required by the Code of Virginia.

5. Consultant shall maintain in effect throughout the entire term of the agreement and any extensions thereof, personal injury liability insurance covering occurrences resulting from performance by the consultant of consultant’s obligations set forth in the agreement in the minimum amount of one million dollars ($1,000,000) for injury or death to any one person and one million dollars ($1,000,000) for injury or death of any number of persons in one occurrence and property damage liability insurance in the amount of one million dollars ($1,000,000). County shall be named as an additional or joint insured on all such policies. Additionally, consultant shall maintain professional liability insurance in the minimum amount of one million dollars ($1,000,000). Consultant shall maintain worker’s compensation insurance in the minimum required by the laws of the Commonwealth of Virginia. A certificate of insurance shall be furnished by the consultant to the County prior to the commencing work on the project.

**Prior to commencing work, the Contractor shall provide the County with a certificate of insurance. Coverage shall be maintained during the entire term of the contract.**

f. **Consultant’s Responsibility** - Approval by the County of consultant’s work product for the project shall not constitute nor be deemed a release of the responsibility and liability of consultant for the accuracy and competency of consultant’s designs, drawings, specifications or other documents and work pertaining to the project. Additionally approval by the County of consultant’s work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by consultant for the project. After acceptance of final plans by the County the consultant agrees to correct errors or omissions on the plans that may be discovered after final acceptance.

g. **Ownership of Documents** - It is understood and agreed that all documents including detail reports, plans, original tracings, specifications and all data prepared or obtained by consultant in connection with its services hereunder, including all documents bearing the professional
h. **Work Progress and Delays** - The County shall be entitled at all times to be advised in writing at their request, as to the status of work being done by the consultant and the details thereof. In the event consultant cannot satisfy the deadline specified in the project schedule, then the County shall be notified in writing at least seven (7) days prior to such deadline of the reason for the delay. In the event the cause of the delay is due to delay by County as to the approval of any plans or permits submitted by consultant, when such delay will result in an overall delay of the project completion date, the County shall grant to consultant in writing an extension of the agreement time equal to the delay or delays. The County shall be solely responsible for determining whether any extension of time should be awarded to consultant.

i. **Professional Standards** - Consultant agrees that all work performed by consultant and its obligations including all employees shall be in accordance with the laws and requirements of the Commonwealth of Virginia and the County of Bedford.

j. **Termination by Default** - Consultant acknowledges that the conditions, covenants and requirements on its part to be kept as set forth in the contract are material inducements to the County entering into an agreement. Should the consultant fail to perform any of the conditions, covenants and requirements of its part to be kept, the County shall give written notice thereof to consultant specifying those acts to things which must occur to cure said default. Provided, however, if consultant makes a good faith effort by taking steps to substantially cure the default, the County may grant consultant additional time to cure such default as he deems necessary and at his discretion. Should the default remain upon expiration of the time granted to cure the same, the County may terminate the agreement by written notice of termination said notice specifying the time and date of termination.

k. **Termination Without Default** - The County shall have the right, at any time, upon fifteen (15) days written notice to consultant, to

l. **Payment and Ownership of Documents upon Termination** - In the event of termination of the agreement the consultant shall cease work and shall deliver to the County all documents (including reports, surveys, plans, tracings, specifications and all other data and materials prepared or obtained by consultant in connection with the project), including all documents bearing the professional seal of the consultant. The County shall, upon delivery of the aforesaid documents, pay the consultant full payment for its services thereunder, a sum of money equal to the percentage of the work done by consultant and accepted as satisfactory by the County.
m. **Assignment** - The consultant shall not assign, sell or transfer any interest in the agreement.

n. **Compliance with Applicable Law** - The laws of the Commonwealth of Virginia shall govern the agreement.

o. **Disclaimer of Joint Venture** - Consultant and County shall warrant and represent that by the execution of an agreement it is not the intent of the parties that the agreement be construed or deemed to represent a joint venture or an undertaking between County and consultant. Consultant shall be solely responsible for the conduct of all activities and services provided by consultant as part of its business operations.

p. **Right of Inspection** - The County shall have the right at all reasonable time during the term of the agreement to inspect or otherwise evaluate the work being performed thereunder and the premises in which it is being performed.

q. **Remedies (Cumulative)** - All remedies therein before and therein conferred on the County shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

r. **Wavier** - Failure of the County to take any action with respect to any breach of any term, covenant or condition contained in the agreement or any instance of default thereunder by the consultant should not be deemed to be a wavier of any default or breach by the County.

**GENERAL TERMS AND CONDITIONS:**

a. The term County/Owner as referred to within this document shall mean County of Bedford.

b. The term Offeror/Consultant shall mean the person, consultant or corporation named as such in the contract.

c. Proposals shall be submitted at the place and time specified in the Request for Proposals. Submit the proposal in an opaque, sealed envelope. Identify the envelope with project name and the name and address of Offeror. No responsibility will be attached to any Officer or Agent for the premature opening of a bid not properly addressed and identified.

d. It is the responsibility of the Offeror to assure that the proposal is delivered to the place designed for receipt of proposals prior to the time set for receipt of proposals. No proposals received after the time designated shall be considered. The Officer or Agent, whose duty it is to open the bids, will decide when the specified time has arrived.

e. If any respective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the department which is named on the face
of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the County.

d. Persons intending to submit a proposal are specifically cautioned that the Offeror is barred from pleading misunderstanding or deception because of estimates of quantities, character, location or other conditions surrounding the same.

e. Modifications, additions or changes to the Terms and Conditions of this Request for Proposals by the Offeror may be cause for rejection.

f. The County reserves the right to reject or disqualify any or all proposals and to negotiate with the best Offeror at any time after the award of contract. Evidence of collusion or other illegal activities upon the Offeror shall give the County the right to disqualify a proposal.

i. By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this 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 was exchanged.

j. Ownership of all data, materials and documents originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and is subject to public inspection and reuse at the County’s discretion.

k. The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 15 days written notice. Any contract cancellation notice shall not relieve the Consultant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

l. Offerors are advised that oral explanations or instructions given by County Personnel during the Request for Proposal process, or any time prior to the bid awarding, shall be nonbinding.

m. By submitting their proposal offeror certifies to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, The Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act.

n. By submitting their proposal, the offeror certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
o. During the performance of this contract, the offeror agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

p. By submitting their proposal, the offeror certifies that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the type of goods covered by the solicitation, nor are they an agent of any person or entity that is currently debarred.

q. The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect offeror’s physical facilities prior to award to satisfy questions regarding the bidder’s capabilities. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the County that such offeror is properly qualified to carry out the obligations of the contract.

r. Upon award the contract shall not be assignable by the offeror in whole or in part without the written consent of the County.