REQUEST FOR PROPOSALS

ROAD DESIGN

FOR

Relocation of Woodhaven Drive
(Woodhaven Drive to Connector Road in Proposed Harmony Development)

Purpose

Bedford County is soliciting sealed proposals for professional services from professional engineering consultants experienced in road design.

Solicitation

To be considered, submit five (5) originals of the proposal by August 17, 2012 at 5:00 pm to:

Bedford County Administration Office
Attn: Brigitte Petersen, Procurement
122 E. Main St., Suite 202
Bedford, VA 24523

A mandatory pre-bid meeting will be held in the Ground Floor Meeting Room of the Bedford County Administration Building located at 122 E. Main St., Bedford, VA on August 13, 2012 at 9:30 am.

Inquiries should be directed to Brigitte Petersen at b.petersen@bedfordcountyva.gov by 12:00 pm on August 15, 2012. An addendum containing questions we’ve received and answers given will be emailed to those firms that attended the pre-bid meeting by 5:00 pm on August 15, 2012.

I. Scope of Services

This request for proposals is for professional engineering services for road design to meet the current VDOT Road Design Standards and the current Bedford County Land Development Regulations. The scope of services includes:

A. Research plans, GIS, specifications, utility information, storm sewer collection system information, and environmental information within the road design area shown on the attached map.
B. Perform fieldwork to locate and identify the aforementioned information within the road design area shown on the attached map.
C. Prepare and provide a complete set of construction plans and documents showing a road design that meets the current VDOT Design Standards and Bedford County Land Development Regulations.

D. The road design shall meet all the requirements of VDOT and Bedford County standards and regulations, such as, but not limited to, stormwater drainage, street lighting, curb and gutter, sidewalks, landscaping, pavement design, grades, sight clearances, erosion and sediment control, etc.

E. The selected firm shall provide all information, including plats, etc., needed to obtain any additional right-of-way needed.

F. The selected firm shall be required to attend all meetings deemed necessary by the Owner.

G. The final set of construction plans and documents will need to be approved by VDOT and Bedford County.

H. The information and application for any and all permits and approvals shall be prepared for signature of Bedford County and submitted by the selected firm.

I. The successful proposal shall include any required sealed engineering, surveying, design, drawings, and site visits needed by the County or VDOT for and during construction which includes the plat(s) for recordation, final formal acceptance and approval of this construction project by the County of Bedford and VDOT. All drawings and design plans to be used for construction shall be in hard copy and CAD format.

J. CAD as-built drawings shall be included as part of the proposal and shall be submitted to the County within 35 calendar days of project completion.

II. 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.

III. Project Schedule

All design and construction documents shall be completed and submitted to the County of Bedford within 35 calendar days of the notice to proceed.

IV. Format

The written material submitted in response to this request should be typed and shall include:

1. Letter of interest.

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2. An introduction that includes background and history of consultant and an understanding of the project.
3. Resumes for personnel to be assigned, including the Project Manager, and an organizational chart showing the responsibilities for all project personnel.
4. Experience of consultant, including representative projects.
5. Name and office locations of any sub-consultants proposed to be used on the project.
6. All proposals shall include a minimum of five (5) references that includes the name, telephone number, address and title of the references submitted.

V. Project Representation

Bedford County will act as the Contract Administrator for this project, unless otherwise designated.

VI. Selection Process

The County shall engage in individual informal discussion with two or more Offerors deemed fully qualified, responsible, and suitable based on initial responses and with emphasis on professional competence, to provide the required services.

Offerors shall be encouraged to elaborate on their qualifications or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the County may further discuss non-binding estimate of total project costs. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors.

At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the evaluation process, the County shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted; beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price.

Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract shall be negotiated and awarded to that Offeror.

VII. Selection Criteria

The County shall not discriminate against any bidder, offeror, or contractor in the solicitation or award of this contract because of race, religion, color, sex, national, origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment, or because the bidder or Offeror employs ex-
offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest.

The determination of the best-qualified offeror shall be based upon the following criteria and respondents are required to provide as a minimum the information listed under each criterion. Failure to provide adequate information may result in rejection of proposal as non-responsive.

A. Competence

Competence, including technical education and training, experience in the kind of project to be undertaken, availability of adequate personnel, equipment and facilities and the extent of repeat business. Also, list the number and size of staff and names and resumes of those to be assigned to this project. Consideration of any sub-consultants will be included in evaluation of competency criteria. The responsiveness of the consultant to its customers will also be considered.

B. Current Workload

Number and size of relevant projects currently being performed, personnel assigned to and stage of completion of such projects.

C. Financial Responsibility

Form of business, i.e., proprietorship, partnership, corporation; years in business, changes in ownership; bank reference; any other information the applicant may wish to supply to verify financial responsibility. Unless there is a clear statement that the consultant is a joint venture it will be assumed that the consultant shown on the transmittal letterhead will be the prime consultant with whom the County would contract and all other consultants shown as team members would be sub-consultants.

Consultant may be requested to furnish latest financial statement for review as well as a schedule of all claims made during the past five (5) years, where a professional error or omission was involved including those settled with or without litigation.

D. Past Record of Professional Accomplishments

A list of completed projects similar in scope to project under consideration, references to include owner’s contact person and telephone number.

E. Past Record of Performance for the County of Bedford

Provide a description of any and all projects that have been performed by the consultant or its personnel over the past five years for or on behalf of the County of Bedford.

F. Project Approach
Demonstrate the ability to design an approach and work plan to meet the project requirements, where applicable.

G. Other Items for Consideration

The Evaluation Committee may delete, include or add to the considerations listed herein, provided such information is provided to all respondents.

VIII. 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 seal of the consultant, thereunder, shall be delivered to and become the property of the County, prior to final payment to consultant at the termination of the agreement.

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 terminate the services of the consultant.

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 warranty 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.

IX. 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.

F. 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.

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

H. 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.