

COUNTY OF NORTHAMPTON, VIRGINIA

REQUEST FOR QUALIFICATIONS

FOR

ENGINEERING SERVICES

AND

GRANT ADMINISTRATION & FACILITATION SERVICES

Date of Issue:

March 13, 2010

Due Date for Proposal:

April 5, 2010 @ 2:00 p.m.

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COUNTY OF NORTHAMPTON, VA
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FOR
ENGINEERING SERVICES
AND
GRANT ADMINISTRATION & FACILITATION SERVICES

PUBLIC NOTICE

The Board of Supervisors of Northampton County, Virginia is requesting qualification statements and proposals from qualified firms for engineering studies and subsequent design services for water and wastewater systems for certain portions of the County and its incorporated towns. The Board is also requesting qualification statements and proposals from qualified firms for Grant Administration & Community Facilitation Services to assist in the management and community engagement components of this project. The County is the recipient of a Department of Housing & Community Development (DHCD) Planning Grant for the study and determination of providing regional water and wastewater systems for portions of the County and its incorporated towns.

The required engineering and surveying services may include: preliminary engineering & environmental studies, funding applications, permits, preparation of engineering design and construction documents, easement preparation, agency approvals, bid advertisement, document preparation, attendance at public and staff meetings when necessary, and performance of other engineering and surveying services as required. All work products must meet federal requirements, specifically requirements under the American Recovery and Reinvestment Act (ARRA) as well as the United States Department of Agriculture – Rural Development (USDA-RD) and the Virginia DHCD.

The Grant Administration and Community Facilitation Services are to include the following: preparing all written reports, checklists, or legal notices required to assure compliance with Federal and State Requirements; establishing and maintaining all project files and preparing all documentation and reports required for administration of the grant; review and administer all provisions of ARRA requirements; attend and provide reports to the Board of Supervisors or any other town council as required regarding status reports on the project; develop and facilitate community outreach in the affected project areas to develop “buy-in” from potential users of this project; to provide educational information on the project to the citizens and their elected officials.

Responses to this Request for Qualifications must address the three components of scope of work (Engineering, Grant Administration and Community Facilitation Services) but does not require one firm to supply all three components of the scope of work. Responses can be submitted through a partnership between two or more entities or can be addressed through the use of sub-contractors/consultants/firms; detailed information must be submitted for any partnership entities

or any subcontractors/consultants/firms in the same manner as required for the primary responder.

A complete package providing more detailed information may be obtained at:

Office of the County Administrator
Katherine H. Nunez, County Administrator
County of Northampton
P.O. Box 66
16404 Courthouse Road
Eastville, VA 23347
(757) 678-0440

Responses are due by 2:00 p.m., Monday, April 5, 2010. Place the original response along with seven (7) copies in a sealed envelope or container clearly labeled “**Request for Qualifications for Engineering Services and Grant Administration & Facilitation Service**”. *The response shall be signed by an authorized proposer or representative.*

Any response received after this date and time, whether hand-delivered, submitted via U.S. Postal Service, or submitted via any other delivery service, will not be accepted or considered.

Any questions concerning this Request for Qualifications should be directed to Katherine H. Nunez, County Administrator, at (757) 678-0440.

The County reserves the right to amend or cancel this Request for Qualifications at any time if it is in the best interests of the County. The County reserves the right to reject any or any part of all responses and to waive informalities and technicalities.

I. PURPOSE

The purpose of this Request for Qualification is the procurement of engineering services to study and design water and wastewater systems for certain portions of the County and its incorporated towns. The work may include all aspects of engineering and design, environmental review, grant application development and submission, contract document development, bidding and construction phase services.

In addition, the purpose is to also procure for grant administration and community facilitation services associated with the study, design and probable construction of water and wastewater systems for certain portions of the County and its incorporated towns. The work may include preparation of all written reports, checklists or legal notices required to assure compliance with Federal and State Requirements; establishment and maintenance of all project files and preparation of all documentation and reports required for administration of any grants obtained to provide funding associated with the study, design and probable construction of water and wastewater systems; review and administer all provisions of the American Recovery and Reinvestment Act; attend and provide reports to the Board of Supervisors or any other town council as required regarding status reports; develop and facilitate community outreach in the affected project areas to develop “buy-in” from potential users of this project; and to provide educational information on the project to the citizens and their elected officials.

II. BACKGROUND

Northampton County is composed of five towns (Exmore, Nassawadox, Eastville, Cheriton and Cape Charles). The two towns at the northern end of the County are Exmore and Nassawadox and will be referred to as “Project Area A” throughout this document. The two towns at the southern end of the County are Cheriton and Cape Charles and will be referred to as “Project Area B” throughout this document. The County as a whole does not provide water and/or wastewater service to its residents; however, the Towns of Exmore and Cape Charles have taken on this responsibility for some or all of their residents. The Town of Nassawadox is home to the County’s largest employer – Riverside Shore Memorial Hospital and the associated medical facilities which owns and operates its own treatment plant; there is no other centralized water and/or wastewater located in the Town of Nassawadox. The Town of Cheriton does not provide any water or wastewater services to its residents but is desirous of bringing such services to its town.

There are limitations and obstacles to each of the communities moving forward on their own initiative, with the exception of the Town of Cape Charles who has secured funding for an upgrade of their current treatment plant and is moving forward with that project. Communications with various state and federal funding agencies have expressed a strong preference for a regional solution regarding water and/or wastewater for Northampton County which can be considered one or more towns working together with the County to provide this service. In addition, the County and towns are pursuing an aggressive timeframe on this project in order to submit an application to the United States Department of Agriculture – Rural Development (USDA-RD) by mid-summer 2010 under the ARRA funding.

PROJECT AREA “A”

Northampton County has been meeting with representatives from Project Area “A” to determine if there is a need for a regional solution and how best to proceed. The Town of Exmore has a limited wastewater system that is serving approximately 33% of its residents. They are interested in expanding the system for residential service as well as to provide service for its commercially zoned areas which are not currently tied into the wastewater system, with the exception of the two new hotels in Exmore. The County and Nassawadox are interested in providing a solution to address Riverside Shore Memorial Hospital’s facility and the associated medical facilities but the community of Nassawadox is not fully supportive of extending centralized water and/or wastewater to its residents due to concerns regarding cost and need. There is a distance of approximately 3.5 miles between the two towns that comprise Project Area “A” which could be connected through two different routes: (1) Route 13 or (2) Bayside Road. The County has prepared maps showing both routes and potential users – these maps are attached as Exhibits A & B.

The County and the two towns voted to request a regional planning grant from the Department of Housing and Community Development (DHCD) with the County serving as the lead. The County has received notification of approval of a preliminary planning grant which necessitates the development of certain items to be included in the submission of a full planning grant application.

PROJECT AREA “B”

Northampton County has been meeting with representatives from Project Area “B” to determine if there is a need for a regional solution and how best to proceed. The Town of Cheriton does not have any centralized water or wastewater systems. Cheriton is faced with poor soils which make the replacement of aging, failed systems extremely difficult, especially due to the lot sizes of the established areas of town. In addition, the commercial area of town has lost business to the development on Route 13 and needs to be able to effectively compete and provide an attractive environment for any potential business prospects by ensuring that the current commercial property is serviced with a centralized wastewater system.

The Town of Cape Charles is in the midst of constructing a new wastewater treatment plant that will service the majority of the property within Cape Charles; however, it has the ability to service more users as well as the design of the new treatment plant can easily accommodate an expansion if the use numbers justify such an expansion. The Town of Cape Charles has expressed a desire to examine situations that would help lower user fees as well as examine solutions that would move toward the elimination of direct discharge into the Cape Charles Harbor of the treated effluent which is the current permitted practice.

There is a distance of approximately 2 miles between the two towns that comprise Project Area “B” in which there are two routes that could be considered to unify this project and provide service to several neighborhoods that are located around these two towns within the County proper. The County has prepared maps showing both routes and potential users – these maps are attached as Exhibits C & D. There is a recent housing project completed for the Bayview Citizens for Social Justice, Inc. through grant funding that resulted in the construction of a

treatment plant to serve this housing development. The water and wastewater systems for this housing development are in the process of being transferred to the County for ownership and operation, which was one of the conditions of the grant. Potential utilization of this treatment facility to service the needs of the Town of Cheriton in addition to the current housing development that it services would need to be examined as another option for consideration.

The County and the two towns voted to request a regional planning grant from the Department of Housing and Community Development (DHCD) with the County serving as the lead. We have not received a formal response to this request as of the date of issuance of this document but will look to utilize the services of the successful responder if we are awarded the planning grant for Project Area “B”.

OTHER INFORMATION: In 1999/2000, the County of Northampton in conjunction with the County of Accomack formed the Eastern Shore of Virginia Public Service Authority (ESVA PSA). The ESVA PSA was charged with studying the wastewater needs of the Eastern Shore of Virginia (which is comprised of our two counties) and to secure approvals and financing for project implementation. In 2005, the County of Accomack withdrew from the ESVA PSA. The County of Northampton retained the organizational structure of the ESVA PSA and closed out the remaining studies which had not received support and/or funding to proceed to a construction project. The County has retained the ESVA PSA but has not assigned this authority any projects to pursue. Based upon the recent conversations with 4 of the towns within the county, the Northampton County Board of Supervisors has initiated discussions with the towns to re-organize the ESVA PSA that would include representation from the towns on the board as well as representation from the County. At this time (the issuance of this RFQ), the ESVA PSA structure and organization is still being determined; therefore, the County has agreed to serve as the lead entity for this procurement. If the ESVA PSA is fully reactivated during the course of this procurement or at any time during the contract time, it is the intent of the County to assign this procurement and/or contract over to the ESVA PSA.

As part of the ESVA PSA studies that were generated from 2000 – 2005, a Preliminary Engineering Report for Sewage Collection and Treatment Projects and a Wastewater System Environmental Report was completed for the ESVA PSA which will be made available to the successful Responder. These reports encompass areas that are not part of the project area for this RFQ but contain information that will be useful to the successful Responder in fulfilling the scope of services contained in this RFQ.

III. INSTRUCTIONS TO PROPOSERS

- A. Request for Qualifications (RFQ) must be submitted in accordance with the instructions and requirements contained in this RFQ. Failure to do so may result in the response being considered non-responsive and it may be rejected.
- B. A Responder must promptly notify the County Administrator’s office of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFQ. A

Responder requiring clarification or interpretation of this RFQ should contact the County Administrator at (757) 678-0440 ext. 503.

C. Responders are to address the criteria below at a minimum as part of their submitted response. Each response should include a transmittal letter and management overview of the response. Responses are to include and may be evaluated on the following factors, together with such other factors as will protect and preserve the interest of the County of Northampton, which may also be considered.

1. Organizational structure of firm and qualifications of management personnel.
2. Prospective responders should submit at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFQ, including an organizational chart denoting all positions and the number of personnel in each position.
3. Financial condition of the firm and ability to perform all obligations of any resultant contract.
4. The sufficiency of the financial resources and the ability of the Responder to comply with the duties and responsibilities described in this RFQ. Each responder shall provide a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions.
5. Each Responder is to state whether or not any of the Responder's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the County of Northampton or has any responsibility or authority with the County that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to the County of Northampton. Each Responder is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 of this RFQ, apply to this RFQ.
6. Experience in providing the services and/or items requested by this RFQ.
7. The ability, capacity, and skill of the Responder to provide the services and/or items described in this RFQ and in a prompt and timely manner without delay or interference.
8. The character, integrity, reputation, judgment, experience, efficiency, and effectiveness of the Responder.
9. Listing of any lawsuits, related to your business, in which the Responder has been a defendant.

10. Qualifications of the project manager and key staff assigned to the project, including years of experience in current positions and other relevant positions, municipalities served, and their roles in those projects. Include resumes of personnel to be assigned.
 11. The quality and timeliness of performance of previous contracts or services of the nature described in this RFQ.
 12. Compliance by the Responder with laws and ordinances regarding prior contracts, purchases, or services.
 13. Provide a narrative demonstrating fully and completely describing the proposed approach/methodology proposed by the Responder in providing these needed services.
 14. Provide a proposed timeline, assuming the Responder was awarded this RFQ, in which it would take to complete each component of the Scope of Services.
- D. Each Responder should provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFQ, especially from other local government operations similar to those being requested in this RFQ by the County. Each reference should include organizational name, official address, contact person, title of contract and description of contract services provided, and contact phone number.
- E. Provide one original response, signed by an authorized proposer or representative, along with seven (7) copies. It must be submitted in a sealed envelope or container clearly labeled **“Request for Qualifications for Engineering Services and Grant Administration & Facilitation Services”**. Deadline for submission of responses is 2:00 p.m., Monday, April 5, 2010.
- F. The County may request additional information, clarification, or presentations from any of the Responders after review of the proposals received.
- G. The County has the right to use any or all ideas presented in reply to this RFQ, subject only to the limitations regarding proprietary/confidential data of Responder.
- H. The County is not liable for any costs incurred by any Responder in connection with this RFQ or any response by any Responder to this RFQ. The expenses incurred by Responder in the preparation, submission, and presentation of the proposal are the sole responsibility of the Responder and may not be charged to the County.

IV. MISCELLANEOUS

- A. Ownership of Material: Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFQ shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the Responder shall not be subject to public disclosure under the Freedom of Information Act, unless otherwise required by law or a court. **However, the Responder must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time of the data or other material is submitted.** The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in rejection of the response.
- B. As this is a RFQ, no information regarding the response records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all responses will be open to public inspection subject to the provisions set forth above.
- C. Any interpretation, correction or change of the RFQ will be made by an addendum. Interpretations, corrections or changes of this RFQP made in any other manner will not be binding and Responders must not rely upon such interpretations, corrections or changes. Addenda will be faxed or mailed to all who are listed as having received the RFQ Package. Acknowledgement of receipt of all addenda issued and taken into consideration in the submittal of any response is required as part of the response package.
- D. No Responder shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value.
- E. The County may make investigations to determine the ability of the Responder to perform or supply the services and/or items as described in this RFQ. The County reserves the right to reject any response if the Responder fails to satisfy the County that it is qualified to carry out the obligations of the proposed contract.
- F. The successful Responder must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- G. The successful Responder must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- H. It is the policy of the County of Northampton to maximize participation by minority and women owned business enterprises in all aspects of County contracting opportunities.

- I. The successful Responder shall comply with all applicable County, State and Federal laws, codes, provisions, and regulations.
- J. Providers of any outside services shall be subject to the same conditions and requirements as the successful Responder in regards to law, code, or regulation compliance. The County reserves the right of approval for any subcontract work, including costs thereof.
- K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, proposers, contractors, and subcontractors are applicable to this RFQ.
- L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et. seq., of the Virginia Code are applicable to this RFQ.

V. SPECIAL CONTRACT TERMS AND CONDITIONS

The following special contract terms and conditions that the County plans to include in any contract that may be awarded, but such terms and conditions may be changed, added to, deleted, or modified as may be agreed to between the County and the Contractor during negotiations. However, if a Responder has any objections to any of the terms or conditions set forth below or any changes or additions thereto that the Responder wants to discuss during negotiations, the Responder should set forth such objections, changes or additions in the Responder's response submitted in response to this RFQ. Otherwise, submission of a response by a Responder will obligate such Responder, if it is the successful Responder, to enter into a contract containing the same or substantially similar terms and conditions as contained below. Other terms and conditions, if necessary, will be negotiated with the successful Responder.

- A. Choice of Law and Venue: Any disputes under a resulting contract, that cannot be resolved between the County of Northampton and the contractor, must be resolved in the Circuit Court of Northampton County, VA. Any resulting contract shall be governed by the laws of the Commonwealth of Virginia.
- B. Termination: It shall be the sole right of the County to terminate any contract upon written notification to the Contractor.
- C. Modification: The resulting contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the Contract.
- D. Nondiscrimination Clause: In accordance with Section 2.2-4311 of the Code of Virginia, every contract for goods or services over \$10,000 shall include the following provisions:

During the performance of this contract, the Contractor agrees as follows:

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

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

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.

The Contractor shall include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

- E. Right to Audit: Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with this section discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of

the total contract billings, the actual cost of the County's audit shall be paid by the Contractor.

F. Insurance:

The contractor shall purchase and maintain in force, at his own expense:

1. Workers' Compensation Insurance – Standard Virginia Worker's Compensation Policy
2. Broad Form Comprehensive General Liability - \$1,000,000 Combined Single Limit coverage to include: Premises – Operations; Products/Completed Operations; Contractual; Independent Contractors; County and Contractor's Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.)
3. Professional Liability Coverage (errors and omissions) - \$1,000,000 minimum
4. Automobile liability insurance shall be written with a Comprehensive Form and include coverage for owned, hired, and non-owned vehicles the limit for any one accident or loss shall be \$1,000,000.

The insurance specified herein shall name the County as additional insured with regard to work performed under any Contract. All policies shall provide that the County is to receive written notice by certified mail, thirty (30) days in advance of cancellation or alteration of any policy. The Contractor shall provide the County with copies of certificates of insurance coverage and proof of payment for all premiums.

G. Drug Free Workplace: During the performance of this contract the contractor agrees to:

1. Provide a drug-free workplace for the contractor's employees.
2. 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.
3. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.
4. Include the provisions of the foregoing clauses for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.

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 contractor in accordance with this section, 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 this contract.

- H. Faith-based Organization: Northampton County does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 2.2-4343.1.
- I. Environmental Management: Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations, if any.
- J. Finance Charges: Northampton County will not pay any finance charges imposed on any invoices submitted by the contractor relative to this RFQ.
- K. Assignment: Contractor may not assign its right and obligations hereunder. The County may, without Contractor's consent, assign its rights and obligations hereunder to a Public Services Authority, a Sanitary District or a Public Services Corporation created in accordance with Virginia Law.
- L. Applicable to Successors and Assigns: The County and Contractor agree that the rights and obligations under this Agreement shall inure to and be binding on their respective successors and permitted assigns.

VI. SCOPE OF SERVICES

The following are the services and/or items that the successful Responder will be required to provide to the County and should be addressed in the Response. The County anticipates making an award for multiple phase lump sum contracts, with the County having the option to proceed or not proceed with any of such phases, and with fees for each phase after the initial phase to be subject to negotiation and agreement between the parties. However, the items or phases below are not all inclusive and additions and/or modifications may result during negotiations with the successful Responder.

A. ENGINEERING

1. Basic Engineering Study Services: Prepare a Preliminary Engineering Report including options for the stated project areas and provide construction cost estimates and recommend an option based on cost, operational capabilities, and funding agency requirements that best solves the County & towns' short and long term needs. The Preliminary Engineering Report and subsequent plans and specifications must comply with USDA Rural Development Bulletin 1780-2 (PER for water systems) and USDA Rural Development Bulletin 1780-3 (PER for wastewater systems) and 1794 A-602 (Environmental Report). In addition, the PER and plans and specifications chosen for the selected alternative must be reviewed and approved by the Virginia Department of Health and/or the Virginia Department of Environmental Quality. If funding is secured for design and construction of the project, then prepare plans and specifications necessary to construct all project activities proposed in this section.

Said plans shall comply with all applicable State and Federal rules and regulations and receive all appropriate reviews and approvals required for construction.

2. Environmental Review Record: Prepare the Environmental Review Record (ERR) for the stated project areas in compliance with USDA Rural Development Bulletin 1794 A-602 (Environmental Report) and the ERR requirements of the Virginia Community Development Block Grant Program.
3. Rate Study: A rate study for water and/or wastewater will be conducted that will establish rates for the project areas. The study will include a budget analysis for debt service, operation and maintenance of proposed system(s). The rate study will be approved by the funding agencies and the County and towns.
4. Business Management & Operations Plan: The Plan will include a staffing and management plan, projected revenues and expenditures, a maintenance plan, financing strategy, proposed rate structure, and other relevant items necessary to determine how the system(s) for the project areas will be managed, operated, and maintained. The Business and Operations Plan will be supported by the rate study and an audit and approved by the funding agencies and adopted and implemented by the County and towns.
5. Basic Engineering Services: If funding necessary to implement the construction phase of the project is successfully secured, the County has the option of entering into negotiations with the Engineer for basic engineering services. This service will consist of Design, Bidding, and Contract Construction Administration and Inspection as described below:
 - a. Design Services: Engineer shall prepare plans and specifications necessary to construct all project activities proposed in Section 1 above. Said plans and specifications shall comply with all applicable State and Federal rules and regulations, including the American Recovery and Reinvestment Act (ARRA), and receive all appropriate review and approval required for construction, including any local approvals required by the County and/or town where project is located.
 - b. Bidding and Contracting Services: If needed, Engineer shall also assist the County by preparing the bid documents and advertisement for bids, and coordinating the bidding process to include:
 - Distribute bid documents to persons/agencies that request them;
 - Conduct a pre-bid conference;
 - Answer questions and clarifying bid documents through the issuance of addenda to the bid documents;
 - Review all bids to verify compliance with the Instructions to Bidders;
 - Prepare a Bid Tabulation Form;

- Recommend award to the Bidder deemed to be the lowest responsible; and
 - Assist the County with placing the Contractor under contract, including review and approval of all necessary insurance certificates and bonds.
- c. Construction Administration Services: If needed, Engineer shall conduct construction administration services to include:
- Conduct a Preconstruction Conference;
 - Review (for accuracy and compliance with the Contract) and approval of all shop drawings;
 - Review of Contractor Pay Requests and making of recommendations concerning payment;
 - Preparation of all construction change orders and Work Change Directives, including recommendations of approval; and
 - Resolution of Contractor inquiries and questions during construction, including interpretation of plans and specifications.
- d. Resident Inspection Services: If needed, Engineer shall provide a Resident Inspector, who shall:
- Be on site during normal working hours throughout the entire construction period;
 - Maintain a hard-bound daily diary with all pages numbered and all entries in ink. All entries shall be entered daily and begin with the date and weather conditions. Required information to be documented shall be provided by the County;
 - Provide the County with a weekly inspection report, containing at minimum the following:
 - (1) Activities taking place;
 - (2) Percentage of construction completed that week and cumulative to date;
 - (3) Weather conditions;
 - (4) Number of workers and worker staff hours on job;
 - (5) Problems encountered and nonconforming work;
 - (6) Subcontractor(s) involved;
 - (7) Summaries of contacts with contractors that may affect contract price or times; and
 - (8) Status of outstanding Requests for Information and Change Orders.
 - Advise and consult with the County and the Project Management Team and other interested parties as needed, including any representatives from the approving state and federal agencies.
 - Endeavor to guard the County against apparent defects and deficiencies in the permanent work by the contractor; however, the Resident Inspector does not guarantee the performance of the

contractor. In addition, the Resident Inspector is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The Resident Inspector is also not responsible for the contractor's failure to execute the work in accordance with the contract documents; and

- Review requests for monthly and final payments to the contractor and provide information for use in the preparation of As-Built (or record) drawings.

B. GRANT ADMINISTRATION

1. Prepare all written reports, checklists, or legal notices required to assure compliance with Federal and State requirements relative to any and all grants received by the County for this project.
2. Draft a management plan and contract for review and approval by the County and its towns.
3. Establish and maintain project files and prepare all documentation and reports required for administration of the grant.
4. Administer all DHCD and/or ARRA requirements including, but not limited to, the Davis Bacon and Buy American provisions.
5. Review all proposed project expenditures to ensure their propriety and proper allocation to the project budget via ARRA Administration Requirements.
6. Serve as the County's designated Labor Standards Officer and assure compliance with all applicable labor standards requirements via ARRA Administration Requirements.
7. Assure compliance with all applicable civil rights requirements, including preparation of an equal employment opportunity plan and a fair housing resolution.
8. Attend County meetings to provide project status reports and representing the ARRA funded project(s) at any other public meetings deemed necessary.
9. Prepare all required performance reports and closeout documents and assist the County with the determination of applicable audit requirements.
10. The services will not include the disbursement or accounting of funds distributed by the County of Northampton's Finance Director, legal advice, fiscal audits, or assistance with activities not related to the ARRA funded project.

C. COMMUNITY FACILITATION SERVICES

1. Community Relations and Public Education: Develop and facilitate a public involvement process that includes work group meetings and public workshops or other settings for public dialogue, learning and project comments. Foster a focused, clear process to increase stakeholders' understanding of the key issues.
2. Demographic Information: Develop survey for the collection of necessary demographic information to determine income eligibility and willingness to hook-up to a wastewater system; needs to be in compliance with requirements of the DHCD Community Development Block Grant and USDA-Rural Development grant programs. Assist in issuance, oversight and collection of survey and tabulation of information from the surveys for the project areas.
3. Establish Project Management Team to include local government representatives from the County, the towns, and possibly the Public Service Authority, community leader(s), and any other representatives from state or federal agencies involved in this project. This team will be responsible for overseeing progress on the project as defined in the Project Management Plan and to identify and resolve potential, perceived and real problems within the community relative to this project.
4. Initiate and maintain ongoing community communications through at least six community meetings (one for each locality involved in a project area to teach about the project; one for each project area regarding costs, construction, and timeline, and one for each project area about final outcomes and responsibilities). In addition, development and use of other forms of communications for disseminating information on the project (newsletters, brochures, webpage, etc.)

VII. COUNTY RESPONSIBILITIES

The County shall:

- A. Provide all information in possession of the County which relates to the County's requirements for this project.
- B. Assist in obtaining permission upon public and private property as required.
- C. Examine all studies, test results, reports, sketches, drawings and proposals and any other documents presented by the Engineer.
- D. Pay all necessary advertising costs necessary to obtain bids.

VIII. EVALUATION CRITERIA

Responders will be evaluated for selection of the basis of those most qualified to meet the requirements of this RFQ. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to above and those set forth below:

- A. The background, education and experience of the Responder in providing similar services or items elsewhere, including the level of experience in working with local governments and the quality of services performed or items supplied.
- B. The Responder's responsiveness and compliance with the RFQ requirements and conditions.
- C. Determination that the selected Responder has no contractual relationships which would result in a conflict of interest with the County's contract.
- D. The Responder's ability, capacity and skill to fully and satisfactorily provide the services and/or items required in this RFQ.
- E. The quality of the Responder's performance in comparable and/or similar projects.
- F. The timeliness and work load capability of the Responder to provide the services and/or deliver the items in a prompt and timely fashion.
- G. The Responder's understanding of the intended project outcome and any potential problems the Responder perceives with the project as proposed.
- H. Knowledge and familiarity with Virginia Community Block Grant and United States Department of Agriculture – Rural Development Grant procedures and requirements, including those of the Management Team process.

IX. AWARD PROCESS

All proposals submitted in response to this RFP will be reviewed by the County Admin Renovation Committee, which consists of the County Administrator, Director of Public Works, Building Official, Court Services Director, Commissioner of the Revenue, IT Director and a citizen representative. This committee will review all proposals, evaluate them based upon the criteria contained in Section VIII, conduct interviews as needed and conduct negotiations. This committee will provide a recommendation to the Board of Supervisors for their disposition of this RFP.

The County shall engage in individual discussions with two or more Proposers deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such proposers shall be encouraged to elaborate on their qualifications and

performance data or staff experience pertinent to the proposed project, as well as alternative concepts.

At the discussion stage, the County may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, non-binding estimates of prices for services. Proprietary information from competing proposers shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this section, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the County shall select in the order of preference two or more Proposers whose professional qualifications and proposed services are deemed more meritorious. Negotiations shall then be conducted, beginning with the proposer ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered reasonable and fair, the award shall be made to that proposer. Otherwise, negotiations with the proposer ranked first shall be formally terminated and negotiations conducted with the proposer ranked second, and so on until such a contract can be negotiated at a reasonable and fair price.

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

The County reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Proposer whose proposal is deemed to be in the best interest of the County.



