

**REQUEST FOR QUALIFICATIONS
GENERAL ENGINEERING AND ENGINEERING/DESIGN SERVICES WATER
UTILITIES
MIDDLESEX WATER AUTHORITY
as needed**

I. PURPOSE OF REQUEST

Middlesex Water Authority (MWA) is soliciting expressions of interest from engineers desiring to perform consulting and engineering services for the MWA on an as needed basis. Additionally, the MWA is seeking firms experienced in the design of water wells, water distribution lines and related components. The MWA will evaluate and pre-qualify proposals from individuals and/or firms for professional engineering services as defined below. The offerors successfully pre-qualified shall then be eligible, for a period of three years from the date of pre-qualification, to enter into negotiations with the MWA on specific projects, based upon the needs of the MWA.

II. TIME

Upon evaluation and pre-qualification of the proposals, the MWA will be negotiating contracts on an as-needed basis with the qualified pool of engineers.

III. INSTRUCTIONS TO PROPOSERS

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

Middlesex Water Authority
Attention: Matt Walker, Executive Director
PO Box 428
Saluda, Virginia 23149
804-758 -4330

- B. All proposals must be in a sealed envelope and clearly marked in the lower left- hand corner: "RFQ – Professional Engineering and Design Services—As Needed Basis". All proposals must be received in the offices of the MWA by Thursday, September 18, 2014 at 3 pm. Seven (7) copies of the RFQ must be presented, in addition to a PDF copy on flash drive or similar device. No faxed, e-mailed or telephone proposals will be accepted in lieu of paper copy. Late proposals shall be returned unopened.
- C. Proposals should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not required. Emphasis should be on completeness and clarity of content. Use of recycled paper for responses and any printed or photocopied material created pursuant to a contract with the MWA is desirable whenever practicable. Use of both sides of the paper for any submittal to the MWA is desirable whenever practicable.

All proposals must be complete and include the following information signed and notarized as appropriate:

1. 'Statement of Qualifications' (Attachment A)

2. Non-Collusion Affidavit Certificate' (Attachment B)
3. Authorization (Attachment C)
4. Contractual Terms and Conditions (Attachment D)

IV. SELECTION CRITERIA.

The MWA is seeking proposals to pre-qualify for general engineering design and guidance on a number of projects and/or issues relating to the construction and operation of the Authority's water source and distribution system to be operated and/or constructed by the MWA in the future. The offeror should be capable of providing general engineering services and/or design services for the construction and improvements of the MWA water line distribution system, including construction of new wells, towers, tanks and/or expansion of current systems.

The offeror should be capable of reviewing plans and submittals presented to the MWA by developers, and potential partners submitting proposals under the Public-Private Education Facilities and Infrastructure act of 2002 or PPEA. The offeror should be able to advise the MWA with regard to issues raised thereby, related to proposed or planned connections by developers to the systems of the MWA and feasibility of expansion of new systems.

The offeror should be capable of assisting the MWA in the preparation and creation of construction and design standards, as well as construction documents for the construction and/or expansion of the MWA's distribution and/or other water utility component as deemed necessary.

The offeror should be capable of providing general engineering and design services for specified future MWA projects, on an as-needed basis.

Factor	Weight Given
1. Responsiveness of Proposal to Requirements	20%
2. References	30%
3. Experience and Qualifications	50%
Total Criteria Weight	100%

Each proposal will be independently evaluated on factors 1 through 3 by an evaluation team selected by the MWA. Interviews with prospective consultants may be conducted following a review of the proposals received.

V. PROPOSAL TERMS AND CONDITIONS.

- A. Upon prequalification of offerors in accordance with this Request and pursuant to Section 2.2-4317 of the Code of Virginia, 1950, as amended, the MWA may, as needed, enter into negotiations with those offerors that have pre-qualified with regard to the applicable services. The MWA will select one or more of the pre-qualified offerors who demonstrate the requisite expertise for the project(s) in question. Offerors successfully pre-qualified pursuant to this request shall be considered pre-qualified for a period of three (3) years from the date of pre-qualification.

- B. The MWA reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- C. The MWA reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- D. The MWA reserves the right to award any contract to the next most qualified firm, if the successful firm does not execute a contract within 30 days of being notified of selection.
- E. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to provide to the MWA the services described in the attached specifications, or until one or more of the proposals have been approved by the Board of Supervisors, whichever occurs later.
- F. Any and all contracts resulting from acceptance of a proposal by the MWA shall be in a form supplied or approved by the MWA and shall reflect the specifications in this RFQ. The MWA reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFQ and which is not approved by the MWA Attorney.
- G. The MWA shall not be responsible for any costs incurred by any bidder in preparing, submitting, or presenting its response to the RFQ.

VI. RESULTING CONTRACT

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

VII. OTHER INFORMATION.

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

Matt Walker, Executive Director
Betty Muncy, Administrative Assistant
Middlesex Water Authority
PO BOX 428
Saluda, VA 23149
804-758-4330
m.walker@co.middlesex.va.us
bmuncy@co.middlesex.va.us

The MWA will provide copies of this document in MS Word format (.doc) to assist with your responses.

STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Expressions of interest for engineering services, shall be made by submitting a statement of qualifications, including background and experience of staff members who would be assigned to the work, summary of members who would be assigned to the work and a summary listing of similar water projects (if any) conducted by the firm. The firm must have at least five years experience in Municipal/Civil Engineering Services.. When applicable to the category of services governed by the proposal, the Offeror should address the following criteria:

1. Specific training, knowledge and experience relating to the design and construction of public facilities including water distribution lines, water wells and water tanks and towers.
2. Thorough knowledge of any and all codes as they may relate to a water utility project.
3. Thorough knowledge of all relevant federal and state codes, regulations, standards and requirements relating to the proposed services, including standards and regulations relating to environmental protection and quality, and protection of public health, including knowledge of any testing standards required to meet Virginia State Corporation Commission (SCC) requirements.
4. Broad general understanding of current construction practices, methods, and materials.
5. Ability to successfully research specific utility and building code questions.
6. Ability to understand the results of water quality testing and sampling
7. Ability to understand the results of waterworks components testing and sampling.
8. Knowledge of construction site safety requirements.
9. Familiarity with health and environmental laws and concerns.

Each firm submitting a proposal for items included in this RFQ shall prepare and submit the following information, signed and notarized, in addition to addressing the qualifications stated above:

1. Name of Firm or Business
2. Business Address
3. Business Phone and Fax Number
4. E-mail address
5. How many years have you been in business in Virginia and under what names
6. General character of services provided by your firm
7. Commonwealth of Virginia Sales Tax registration No., if applicable
8. Federal I.R.S. Identification Number
9. List the places of operation
10. Provide a clear statement of your experience and qualifications relevant to services proposed to be provided
11. Execute and return this Statement of Qualifications, Attachment B, Attachment C and Attachment D.
12. I certify that I: (check box as applicable)
____ am capable of providing the general engineering services as outlined in this

proposal,

_____ am capable of providing water line engineering and design requirements will comply with the rules and regulations outlined by the U. S. Code, the Code of Virginia, the County of Middlesex, the MWA, and all rules and regulations of the Virginia State Corporation Commission, and other applicable laws and regulations.

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, to-wit:

The foregoing Statement of Vendor qualifications was acknowledged before me this _____ day of _____, 2014, by _____

My Commission expires: _____

Notary Public # _____

NON COLLUSION CERTIFICATION

The following certifications are made:

1. The bid or offer (1) is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) is in all respects fair and without collusion or fraud, and (3) is or is intended to be competitive and free from any collusion with any person, firm or corporation.
2. The offeror has not offered or received any kickback from any other offeror or Contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
3. The offeror is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or condition upon which the contract resulting from the acceptance of his bid or proposal is to be performed.
4. The offeror understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal.
5. The offeror or subcontractor has not and will not confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

Attachment B

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY of _____, to-wit:

The foregoing Non Collusion Certification was acknowledged before me this _____ day
of _____, 2014, by _____

My Commission expires: _____

Notary Public # _____

Attachment C

The undersigned submits the following proposal desiring to perform consulting and design engineering services for the MWA on an as needed basis.

Authorization:

Firm Name

Date

Mailing Address

Phone #

State, Zip

Fax #

By

Title

Contact Name (if different from above)

Contact Phone #

CONTRACT TERMS
(For Offeror Informational Purposes)

1. TERMINATION OF AGREEMENT

The MWA reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving thirty (30) days notice to the firm in writing. In the event of termination, the Engineering and/or Architectural Design Firm ("Firm") shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Firm's work under this contract.

2. OWNERSHIP OF WORK PRODUCT

Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the MWA. Any reuse of these materials by the MWA for projects or purposes other than those which fall within the scope of this agreement or the project to which it relates, without written concurrence by the Firm will be at the sole risk of the MWA.

3. NONDISCRIMINATION

The Firm shall, in all hiring or employment made possible or resulting from this agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, religion, national origin, marital status or disability, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, religion, national origin, age or disability.

4. HOLD HARMLESS/INDEMNIFICATION

The Firm agrees to indemnify, defend, and hold harmless the MWA and its officers, agents, and employees, from any and all claims, demands, actions or causes of action against the MWA or its officers, agents, or employees, alleging damage or injury arising out of the subject matter of this Agreement; provided, however, that such provision shall not apply to the extent that the damage or injury is attributable to the sole negligence of the MWA or its officers, agents, or employees.

5. COMPLIANCE WITH LAWS

Any purchase order or contract resulting from this solicitation shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The firm providing goods or services to the MWA under this contract assures the MWA that it is:

- A. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
- B. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;
- C. Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and
- D. Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act.

6. NO WAIVER

Any failure of the MWA to demand rigid adherence to one or more of this Agreement's provisions in the contract, on one or more occasions, shall not be construed as a waiver nor deprives the MWA of the right to insist upon strict compliance with the terms of this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

7. CHOICE OF LAW

To ensure uniformity of the enforcement of this Contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to her principles of conflicts of law.

8. FORUM SELECTION

The parties hereby submit to the personal jurisdiction and venue of any state or federal court located within the Commonwealth of Virginia for resolution of any and all claims, causes of action or disputes arising out of or related to this Contract and agree that service by registered mail to the addresses to be set forth in this Agreement shall constitute sufficient service of process for any such action. The parties further agree that any claims, causes of action or disputes arising out of, relating to or concerning this Contract shall have jurisdiction and venue only in the Circuit Court of Middlesex County or in the U.S. District Court, Eastern District of Virginia.

9. SEVERABILITY

If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this

Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.

10. N O T I C E S

All requests, notices, and other communications required or permitted to be given under this Contract shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (a) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect, or (b) transmitted by hand delivery, telegram, telex, telecopier or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices to the MWA shall be sent to:

Middlesex Water Authority
Attn: Matt Walker, Executive Director
PO Box 428
Saluda, Virginia 23149
804-758-4330

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

A. Contractual claims, whether for money or other relief, except for disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment. Any written notice of Firm's intention to file such a claim need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope.

Whether or not Firm files such written notice, Firm shall proceed with the work as directed.

B. The Authority, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Firm by written notice.

If the Firm disagrees with the decision of the Authority concerning any pending claim, the Firm shall promptly notify the MWA by written notice that the Firm is proceeding with the work under protest. Any claim not resolved, whether by failure of the Firm to accept the decision of the Authority or under a written notice of Firm's intention to file a claim or a detailed claim not acted upon by the governing body of the MWA, shall be specifically exempt by the Firm from payment request, whether in progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

- D. The decision on contractual claims by the Board of the Authority shall be final and conclusive unless the Firm appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court.

12. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all Attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.