

**REQUEST FOR PROPOSALS  
FOR ENGINEERING SERVICES FOR  
THE CARROLL COUNTY PUBLIC SERVICE AUTHORITY  
AS NEEDED**

**PURPOSE OF REQUEST**

The Carroll County Public Service Authority ("PSA") is soliciting expressions of interest from engineers desiring to perform consulting and engineering services for the PSA on an as needed basis. The PSA will evaluate and pre-qualify proposals from individuals and/or firms for various categories of professional engineering services as defined below. The offerors successfully pre-qualified shall then be eligible, for a period of two years from the date of pre-qualification, to enter negotiations with the PSA on specific projects, based upon the needs of the PSA.

**TIME**

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

**INSTRUCTIONS TO PROPOSERS**

All proposals and/or questions should be directed to  
Carroll County Public Service Authority 605-2 Pine Street  
Hillsville, Virginia 24343  
276-730-3170

All proposals must be in a sealed envelope and clearly marked in the lower left- hand comer: "RFP - Professional Engineering and Design Services-As Needed Basis". All proposals must be received in the offices of the PSA by June 28, 2021 at 2:00 p.m. Five (5) copies of the RFP must be presented. No faxed, e-mailed or telephone proposals will be accepted. Late proposals shall be returned unopened. 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 PSA is desirable whenever practicable. Use of both sides of the paper for any submittal to the PSA 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. Bid Submittal (Attachment C)
4. Contractual Terms and Conditions (Attachment D)

## **SELECTION CRITERIA**

The PSA is seeking proposals to pre-qualify for general engineering guidance on a number of projects and issues relating to the construction and operation of the Authority's water system, as well as any sewer system to be operated and/or constructed by the PSA in the future. The offeror should be capable of providing engineering services for the construction and improvements of PSA water and sewer systems, including construction of new systems and/or expansion of current systems.

The offeror should be capable of reviewing plans and submittals presented to the PSA by developers, and should be able to advise the PSA with regard to issues raised thereby, related to proposed or planned connections by developers to the systems of the PSA.

The offeror should be capable of assisting the PSA in the preparation and creation of construction and design standards, as well as construction documents for construction and/or expansion of the PSA's water and sewer systems.

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

Each proposal will be independently evaluated in accordance with RFP criteria by an evaluation team selected by the PSA. Interviews with prospective consultants may be conducted following a review of the proposals received.

## **PROPOSAL TERMS AND CONDITIONS**

1. 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 PSA may, as needed, enter into negotiations with those offerors that have pre-qualified with regard to the applicable services. The PSA will select one or more of the pre-qualified offerors who demonstrate the requisite expertise for the project 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.
2. The PSA reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
3. The PSA reserves the right to request clarification of information submitted, and to request additional information from any proposer.
4. The PSA 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.
5. 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 PSA the services described in the attached specifications.

6. Any and all contracts resulting from acceptance of a proposal by the PSA shall be in a form supplied or approved by the PSA and shall reflect the specifications in this RFP. The PSA reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the PSA Attorney.
7. The PSA shall not be responsible for any costs incurred by any bidder in preparing, submitting, or presenting its response to the RFP.

#### **RESULTING CONTRACT**

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

#### **OTHER INFORMATION**

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

Michael Watson, Executive Director  
Carroll County Public Service Authority  
605-2 Pine Street  
Hillsville, VA 24343  
276-730-3170  
michael.watson@carrollcountyva.gov

**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 projects conducted by the firm. The firm must have at least five years' experience in Municipal 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, especially public water and sewer.
2. 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 ensure water quality and protect public health.
3. Broad general understanding of current construction practices, methods, and materials.
4. Thorough knowledge of any and all building codes as they may relate to the project.
5. Ability to successfully research specific building code questions.
6. Ability to understand the results of water quality testing and sampling.
7. Knowledge of construction site safety requirements.
8. Familiarity with environmental laws and concerns.

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

1. Name of Firm or Business \_\_\_\_\_
2. Business Address \_\_\_\_\_
3. Business Phone \_\_\_\_\_ Fax No. \_\_\_\_\_
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 No: \_\_\_\_\_

9. List the places of

operation: \_\_\_\_\_

10. Provide a clear statement for your experience and Qualifications relevant to services proposed to be provided. \_\_\_\_\_

\_\_\_\_\_

Execute and return this Statement of Qualifications, Attachment B and Attachment C.

I certify that I:

- am capable of providing the services as outlined in this proposal,
- will comply with the rules and regulations outlined by the U.S. Code, the Code of Virginia, the County of Carroll, the PSA, and all rules and regulations of the Virginia State Corporation Commission, and other applicable laws and regulations.

\_\_\_\_\_

COMMONWEALTH OF VIRGINIA COUNTY OF CARROLL, VIRGINIA, to-wit:

The foregoing Statement of Vendor qualifications was acknowledged before me this \_\_\_\_\_ Day of \_\_\_\_\_, 2021, 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 offer 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.

COMMONWEALTH OF VIRGINIA COUNTY OF CARROLL, VIRGINIA, to-wit:

The foregoing Non-Collusion Certification was acknowledged before me this \_\_\_\_\_ Day of \_\_\_\_\_, 2021, by \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**Attachment C**

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

Authorization:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Phone#

\_\_\_\_\_  
State, Zip

\_\_\_\_\_  
Fax#

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Contact Phone #

**Contract Terms  
(FOR OFFEROR INFORMATIONAL PURPOSES)**

**TERMINATION OF AGREEMENT**

The PSA 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.

**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 PSA. Any reuse of these materials by the PSA 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 PSA.

**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.

**HOLD HARMLESS/INDEMNIFICATION**

The Firm agrees to indemnify, defend, and hold harmless the PSA and its officers, agents, and employees, from any and all claims, demands, actions or causes of action against the PSA 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 PSA or its officers, agents, or employees.

#### 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 Financial Institution providing goods or services to the PSA under this contract assures the PSA that it is:

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;

Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;

Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and

Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act.

#### NO WAIVER

Any failure of the PSA 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 PSA 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.

#### 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.

**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 Carroll County or in the U.S. District Court, Western District of Virginia.

**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.

**NOTICES**

All requests, notices, and other communications required or permitted to be given under this Contract shall be in writing and deliver 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 PSA shall be sent to:

Public Service Authority of Carroll County 605-2 Pine Street  
Hillsville, Virginia 24343  
276-730-3170

**CONTRACTUAL CLAIMS PROCEDURE**

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 Finn files such written notice, Finn shall proceed with the work as directed.

## Attachment D

The Board of 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 Finn by written notice.

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

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

### FAITH BASED ORGANIZATIONS

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the PSA does not discriminate against faith-based organizations.

"Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If Finn is a faith-based organization, then Finn shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

### NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the PSA and a faith-based organization, you are hereby notified as follows:

## Attachment D

*Neither the PM's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated please discuss the complaint with your provider or notify the County Administrator.*

### 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.

#### Drug-free Workplace

Every Contract over \$10,000 shall include the following provision:

During the performance of this Contract, the Contractor 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 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. 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 chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

#### Exemption from Taxes

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

## Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

## Assignment

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

## Governing Law/Forum

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws provisions. Any judicial action shall be filed in the Commonwealth of Virginia, County of Carroll. Contractor expressly waives any objection to venue or jurisdiction of the Carroll County Circuit Court, Carroll County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Carroll County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

## Authority to Transact Business in Virginia

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.