

MONTGOMERY COUNTY



Request for Proposal (RFP)# 15-04
for
Preliminary Engineering Report
Issue Date: August 21, 2014
Proposal Due Date and Hour: September 23, 2014 3:00
p.m.

Montgomery County Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

TABLE OF CONTENTS

Request For Proposal Number 15-04

Preliminary Engineering Report

<u>Section #</u>	<u>Description</u>	<u>Page Number</u>
I	Purpose.....	1
II	Background.....	1
III	MBE/WBE Firms	1
IV	Statement of Need	1
V	Proposal Preparation and Submission Requirements.....	2
VI	Evaluation and Award of Contract	3
VII	Fees.....	3
VIII	Contract Administration.....	3
IX	Payment Procedures.....	4
X	Contract Period.....	4

ATTACHMENT A: Terms and Conditions

ATTACHMENT B: Montgomery County Standard Contract (sample)

ATTACHMENT C: VDH Offer

COUNTY OF MONTGOMERY, VIRGINIA
RFP # 15-04

ISSUE DATE: AUGUST 21, 2014

Preliminary Engineering Report
(TO BE COMPLETED AND RETURNED)
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Heather M. Hall, C.P.M., Procurement Manager, Phone: (540) 382-5784; faxed to (540) 382-5783, or e-mail: hallhm@montgomerycountyva.gov

DUE DATE: Sealed Proposals will be received until **September 23, 2014**, up to and including **3:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: **Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179**. Reference the Due Date and Hour, and RFP number in the lower left corner of the return envelope or package.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Full Legal Name (print)		Federal Taxpayer Number (ID#)	Contractor's Registration
Business Name / DBA Name / TA Name and Address		Payment Address	Purchase Order Address
Contact Name/Title		Signature (ink)	Date
Telephone Number	Fax Number	Toll Free Number	E-mail Address

COUNTY OF MONTGOMERY

RFP# 15-04

Preliminary Engineering Report

I PURPOSE: The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiation for a Preliminary Engineering Report for the Montgomery County Public Service Authority herein after referred to as “PSA.”

The PSA has been offered a Virginia Department of Health (VDH) Planning/Design Grant to develop a Preliminary Engineering Report (PER) to evaluate the interconnection of several Montgomery County Public Service Authority’s systems, and conduct an Environmental Review (ER). The PER will include compilation of water system mapping, development of a hydraulic model, and performing a water system evaluation and alternatives analysis. A copy of the VDH Planning/Design Grant offer is included as Attachment C.

II BACKGROUND:

Montgomery County is located in the southwestern part of Virginia in the region known as the New River Valley. This region takes its name from the New River, the nation's oldest and the world's second oldest river, and includes the counties of Floyd, Giles, Montgomery, Pulaski, and the City of Radford. The County has a land area of 393 square miles and lies in the broad picturesque area between the Appalachian Plateau and the Blue Ridge Mountains. Topography varies from gently rolling to steep mountainous terrain, with elevations varying from 1,300 to 3,700 feet above sea level. The majority of the County is at an elevation of 2,000 feet.

Today the Towns of [Blacksburg](#) and [Christiansburg](#), the County seat, are the population centers of the County and are located approximately 35 miles southwest of the City of Roanoke. Blacksburg is home to [Virginia Polytechnic Institute and State University](#) (Virginia Tech). Founded in 1872 as a land-grant college, Virginia Tech is the largest university in Virginia and one of the country's leading research institutions. The County had a 2013 population of 96,867. (This includes two incorporated towns, Blacksburg and Christiansburg, with a combined population of approximately 63,661

The County is governed by an elected seven member Board of Supervisors who appoints a County Administrator.

The Public Service Authority (PSA) operates 18 pump stations, 3 sewage treatment facilities, 4 wells, 12 water storage tanks and numerous control valves throughout the County.

III. MBE/WBE FIRMS:

MBE/WBE Firms are encouraged to submit bids. Bidders must comply with the following: the President’s Executive Order # 11246 prohibiting discrimination in employment regarding race, color, creed, sex, or national origin; the President’s Executive Orders # 12138 and 11625 regarding utilization of MBE/WBE firms; and Civil Rights Act of 1964. Bidders must certify that they do not or will not maintain or provide for their employees any facilities that are segregated on the basis of race, color, creed, or national origin.

IV STATEMENT OF NEED:

The PSA needs the services of a Contractor that can provide the following:

The selected A/E shall furnish all expertise, labor and resources, in accordance with the requirements of the A/E Manual, to provide complete services necessary for Project Order's issued during the Contract Term. The County is interested in contracting with parties that include all travel time, hotel and incidentals in their pricing rather than tacking this on as an add on to the invoice. Pricing proposals should be in a lump sum, not to exceed format. The following generally summarizes the types of scope of service that the A/E may be required to perform, depending on the individual Project Orders:

A. Provide evaluations, analysis, recommendations, cost and time estimates, reports, feasibility studies, preparation of schematic or preliminary designs, field inspections and investigations, and code compliance investigations for Virginia Department of Health (VDH) Planning/Design Grant to develop a Preliminary Engineering Report (PER) to evaluate the interconnection of several Montgomery County Public Service Authority’s systems, and conduct an Environmental Review (ER) to include compilation of water system mapping, development of a hydraulic model, and performing a water system evaluation and alternatives analysis.

V PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. **RFP Response:** In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted to:

Heather M. Hall, C.P.M., Procurement Manager
Montgomery County Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

Identify on outside of envelope: **Sealed RFP # 15-04**
RFP Due date/Opening date and hour: **September 23, 2014, 3:00 P.M.**

The Offeror shall make no other distribution of the proposal.

2. Proposal Preparations:

- a. Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. The Procurement Manager will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals will be reviewed and evaluated by a Committee as designated by the PSA.
- c. Proposal should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirements as it appears in the RFP. If a response covers more than one page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP 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 an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342D of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons 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 will result in rejection of the proposal.

B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and as detailed as possible so that the County may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

1. The return of the RFP general information form and addenda, if any, signed and completed as required.

2. Please provide four (4) recent references, similar to Montgomery County, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client name, address and the name, phone number and email address of the individual Montgomery County has your permission to contact.

VI. EVALUATION AND AWARD OF CONTRACT:

A. Award of Contract: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for proposal. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Montgomery County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Montgomery County may cancel the Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359D, Code of Virginia.) Should Montgomery County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated. See Attachment B for sample contract form.

B. Evaluation Criteria: Proposals shall be evaluated by the PSA using the following criteria:

<u>EVALUATION CRITERIA</u>	<u>WEIGHT</u>
1. Expertise, experience, and qualifications of the A/E's personnel that may provide services relevant to the RFP.	40
2. Expertise and past experience of the A/E in providing services on other projects of similar size.	25
3. A/E's plan to respond to request for services and ability to complete Project Orders in a timely manner within the established budget.	15
4. A/E's knowledge of PSA waterworks.	10
5. A/E's experience in providing services in conformance to VDH Financial And Construction Assistance programs.	10

Generally, the selection committee will consider the A/E's overall suitability to provide the services for the Term Contract within the time, budget and operational constraints that may be present, and the comments and/or recommendations of the A/E's previous clients, references and other reference.

VII. FEES:

The fee for services is identified by the VDH Planning /Design Grant. Payment will be provided by the PSA after processing, application and payment being received by the PSA from VDH.

VIII. CONTRACT ADMINISTRATION:

Robert Fronk, Director of the Montgomery County Public Service Authority, or his designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or his designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Montgomery County

Purchasing Department through a written amendment to the contract.

IX **PAYMENT PROCEDURES:** The PSA will authorize payment to the Contractor after receipt of Contractor's correct invoice for services rendered. Invoices shall be sent to:

Montgomery County Public Service Authority

Attn: Karri Cridlin

755 Roanoke Street, Suite 2I

Christiansburg, VA 24073-3179

X **CONTRACT PERIOD:** The term of the Contract(s), as it relates to the issuance of "Project Orders" shall be for the duration of the VDH Planning /Design Grant.

**ATTACHMENT A
TERMS AND CONDITIONS**

GENERAL TERMS AND CONDITIONS

http://www.montgomerycountva.gov/filestorage/1146/98/175/703/rfp_terms_and_conditions.pdf

SPECIAL TERMS AND CONDITIONS

1. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County PSA, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
2. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:
Montgomery County
Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179
Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package.
If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Montgomery County Purchasing Department.
3. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Montgomery County PSA, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County PSA, or to otherwise act on behalf of Montgomery County PSA, except as Montgomery County PSA may expressly authorize in writing.
4. **INSURANCE:**
By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
During the period of the contract, Montgomery County PSA reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.
INSURANCE COVERAGES AND LIMITS REQUIRED:
 - A. Worker's Compensation - Statutory requirements and benefits.
 - B. Employers Liability - \$100,000.00
 - C. General Liability - \$500,000.00 combined single limit. Montgomery County PSA and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
 - D. Automobile Liability - \$500,000.00The contractor agrees to be responsible for, indemnify, defend and hold harmless Montgomery County PSA, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Montgomery County PSA, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.
5. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
6. **WARRANTY (COMMERCIAL):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Montgomery County by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.

**ATTACHMENT B
COUNTY OF MONTGOMERY
STANDARD CONTRACT**

Contract Number:

This contract entered into this ___ day of, 201__, by _____ hereinafter called the “Contractor” and the County of Montgomery PSA, called the “PSA”.

WITNESSETH that the Contractor and the PSA, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the PSA as set forth in the Contract Documents.

CONTRACT PERIOD: The initial contract period is _____ through _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of signed Contract, the statement of need, general terms and conditions, special terms and conditions, specifications, and other data contained in this Request For Proposal Number, dated _____, together with all written modifications thereof, the proposal submitted by the Contractor dated _____ and the Contractor’s letter dated _____, all of which contract documents are incorporated herein.

In **WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

MONTGOMERY COUNTY PSA:

By: _____ By:

Title: _____ Title:



COMMONWEALTH of VIRGINIA

Marissa J. Levine, MD, MPH, FAAFP
State Health Commissioner

DEPARTMENT OF HEALTH

OFFICE OF DRINKING WATER

John J. Aulbach II, PE
Director, Office of Drinking Water

Madison Building
109 Governor Street, 6th Floor
Richmond, VA 23219
Phone: 804-864-7500
Fax: 804-864-7521

July 29, 2014

Subject: Montgomery County
Water – Montgomery County Public Service Authority
System Interconnections PER
PG-281-14

Mr. Robert Fronk, PE, PSA Director
Montgomery County Public Service Authority
755 Roanoke Street, Suite 2I
Christiansburg, VA 24073

Re: Drinking Water Program
Financial and Construction Assistance
Planning/Design Grant

Dear Mr. Fronk:

We have reviewed your application received on March 28, 2014, for a planning grant. Subsequent to our review, it is our pleasure to offer you the enclosed Planning Grant Agreement which reflects funding not to exceed \$50,000 for the above referenced project. The agreement includes the information you provided in your application for project description, costs, and activities start and completion dates or was provided based on our project experience.

Review the Agreement thoroughly and indicate your acceptance by signing on page 4. Should you deem it necessary to make any changes to the Agreement, please do so on the enclosed document and initial and date the changes.

Please note the following general conditions that must be satisfied with this grant agreement:

1. Before any disbursement can be made, you will be required to submit documentation that you have properly procured the services of an engineer or other professional contractors as appropriate. Conformance to the Virginia Public Procurement Act is required, including the procurement of professional services. A good faith effort to solicit MBE/WBE participation must be made and documented as part of the procurement process.
2. Once all appropriate documentation and approvals have been received, a request for disbursement may be submitted for eligible costs incurred. Please refer to Article IV of the attached Agreement.
3. The terms and conditions of the Agreement expire 15 months from the date of execution. Please refer to Article II of the attached Agreement.

Mr. Robert Fronk, PE, PSA Director
July 29, 2014
Page 2

Please send the following information to Mr. Howard Eckstein, Project Officer, at the address above within thirty days of the date of this letter if the procurement of engineering or other professional services has actually occurred. If procurement has not yet occurred, please provide us with the documentation as soon as possible.

If you procure by Request for Proposal (RFP) or a Request for Quotation (RFQ), please provide:

1. Documentation of your good faith efforts to solicit MBE/WBE participation
2. Professional Services Procurement Review Checklist (template attached)
3. Proof of date RFP or RFQ was issued (Certificate of Publication)
4. Copy of evaluation criteria used
5. Ranking of respondents
6. Statement detailing with whom negotiations were conducted
7. Copy of executed contract after VDH approves procurement

If you procure under the Small Purchases provision of the Virginia Public Procurement Act for professional services, which are expected not to exceed \$60,000, your procurement may be performed in accordance with Section 2.2-4303(G) of the Act. Attached is a form which may assist you in documenting your conformance with this Act. Please complete this form and provide items 1, 2, and 7 listed above.

If you have any questions or need clarification concerning the foregoing, please contact me at 804-864-7489. **Please return the Agreement to me no later than September 8, 2014.**

Sincerely,



Steven D. Pellei, PE
Director
Division of Construction Assistance, Planning, and Policy

Enclosure

cc: The Honorable John S. Edwards
The Honorable Ralph K. Smith
The Honorable Gregory D. Habeeb
The Honorable L. Nick Rush
The Honorable Joseph R. Yost
New River Valley PDC
FCAP Project Engineers
Abingdon Field Office (w/enclosure)
J. Dale Kitchen, PE, FCAP Project Supervisor, LFO (w/enclosure)
Howard Eckstein, FCAP Project Officer, ODW Central Office (w/enclosure)

THE VIRGINIA PUBLIC PROCUREMENT ACT (the "Act")
PROCUREMENT REQUIREMENTS FOR SMALL PURCHASES

The Drinking Water Revolving Fund Program and Water Supply Assistance Grant Fund Program require all recipients to follow the provisions of the Act. **Section 2.2-4303 (G) of the Act** allows for the establishment of purchase procedures, if adopted in writing, not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$100,000; however, such small purchase procedures shall provide for competition wherever practicable. For local public bodies, such purchase procedures may allow for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$60,000. Completion and signing of this document acknowledges adoption and compliance with the Act and following conforming procedures.

Project Number and Name: _____

A. Contract Information:

Name and Address of Bidder/
Offeror Selected: _____ Amount of Contract: _____
(Attach copy of contract)

Date of Contract: _____

Describe goods or services to be provided: _____

B. Documentation of Procurement Efforts:

List bidders/offerors. Written informal solicitation of a minimum of four bidders/offerors is required. Also date contacted, method of solicitation (e.g., written informal letter, fax or e-mail describing goods or services to be purchased with bid request or informal solicitation via telephone), and whether a response was given to the solicitation. Indicate price quoted for goods and services, if a response was received. It is noted that the Act requires that you solicit bidders/offerors; the Act does not require that you receive a response to your solicitation.

MBE/WBE firms must be included as part of the solicitations. Attach documentation to support direct solicitations and price information received, if available.

<u>Bidder/Offeror</u>	<u>Date Contacted</u>	<u>Method of Solicitation</u>	<u>Response? (Yes/No)</u>	<u>Price (if applicable)</u>
1) _____	_____	_____	_____	_____
2) _____	_____	_____	_____	_____
3) _____	_____	_____	_____	_____
4) _____	_____	_____	_____	_____

For professional services contracts only: Indicate at least three criteria (other than cost) considered in your selection of the firm/offeror (e.g., knowledge of waterworks, past record of performance at your waterworks, experience of key persons assigned to the project, etc.). Please attach additional information.

Authorized Signature

Date

VDH Financial and Construction Assistance Programs
PROFESSIONAL SERVICES PROCUREMENT REVIEW CHECKLIST

**This form must be completed in full and submitted with the required documentation to Mr. Howard Eckstein, Project Officer, at 109 Governor Street, 6th Floor, Richmond, Virginia 23219, to satisfy Engineering Procurement Procedures.*

Project No. : _____ Date: _____

Project Name: _____

Submitted by: _____

I: Firm Information

Firm name: _____

Address: _____

Phone number: _____

Service Provided: _____

Date RFP Issued: _____ Contract Date: _____

Date for Receipt of Proposals: _____ Contract Amount: \$ _____
(At least 30 calendar days from date RFP issued)

II: Required Documentation

If procured via competitive negotiations (all items are required)

Advertisement

Certification of Publication/Advertisement with MBE/WBE language

RFP to include scope of services desired, evaluation criteria, and contact information

MBE/WBE Requirements

Documentation of MBE/WBE contractor search (DMBE website printout)

Copies of direct solicitations to MBE/WBE firms (certified letters/receipts, e-mails, fax receipts)

Evaluation of Respondents

Scoring sheets with evaluation criteria

Ranking of qualified respondents

Statement detailing with whom negotiations were conducted (at least two respondents)
(this may be in the form of Board meeting minutes)

Contract (to be submitted after VDH has approved procurement procedure)

Executed contract with top ranked respondent for fixed price amount
(For term contracts please provide general terms and task order; the fixed price amount for the task order cannot exceed \$100,000)

If procured via a small purchase procedure for purchases under \$60,000 (all items are required)

Procurement Requirements for Small Purchases Form

MBE/WBE Requirements

Documentation of MBE/WBE contractor search (website printout)

Copies of direct solicitations to MBE/WBE firms (certified letters/receipts, e-mails, fax receipts)

Contract (to be submitted after VDH has approved procurement procedure)

Executed contract with top ranked respondent for fixed price amount

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF HEALTH
DRINKING WATER PLANNING GRANT AGREEMENT
DRINKING WATER STATE REVOLVING FUND PROGRAM

VDH Grant Number: PG-281-14

This agreement entered into this ____ day of _____ by Montgomery County Public Service Authority, a community waterworks owner, herein after called the “Grantee” and the Commonwealth of Virginia, Virginia Department of Health, herein after called the “Department”.

The federal Safe Drinking Water Act Amendments of 1996 (P.L. 104-182), referred to as SDWA, established a Drinking Water State Revolving Fund (DWSRF) Program of which the Catalog of Federal Domestic Assistance number is 66.468. DWSRF Program funds are awarded annually to eligible states through a capitalization grant. Using DWSRF Program funds, the Department created an activity to provide planning grants to small, rural, financially stressed, community waterworks. The Grantee is considered a subrecipient of the DWSRF Program and is subject to the audit requirement of OMB Circular A-133.

WITNESSETH that the Grantee and the Department, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

ARTICLE 1
DEFINITIONS

1.0 The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

- (a) “Activity” means Project Activity which constitutes a specific portion of the project, and as such is covered by its own budget account.
- (b) “Agreement” means this Grant Agreement between the Department and the Grantee, together with any amendments or supplements hereto.
- (c) “Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.
- (d) “Consulting Engineer” means the Grantee’s engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee’s engineer for the Project in a written notice to the Department.
- (e) “Director” means the Director of the Office of Purchasing and General Services of the Department.
- (f) “Grant” means the particular grant described in this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.
- (g) “Grantee” means the entity which is the recipient of Planning Grant funds and as such must comply with this Agreement.

Virginia Department of Health
Drinking Water State Revolving Fund (DWSRF) Program
Planning Grant

(h) "Preliminary Engineering Report" means an engineering report for the Project as described in 12 VAC 5-590-200.C.

(i) "Project" means the particular scope of work described in **Exhibit A** to this Agreement.

(j) "Project Budget" means the budget for the Project as set forth in **Exhibit A** to this Agreement, with such changes therein as may be approved in writing by the Department and the Grantee.

(k) "Project Costs" means the cost of various Project Activities described in the Project Budget.

ARTICLE II SCOPE OF PROJECT

2.0 The Grantee will cause the Project to be completed as described in **Exhibit A** to this Agreement. Failure to do so will result in the Grantee repaying any funds received. The terms and conditions of this grant agreement expire 15 months from the date of execution of this agreement. The Department reserves the right to de-obligate any scope of service or payments not completed at this time.

ARTICLE III SCHEDULE

3.0 The Grantee will cause the Project to be completed in accordance with a project schedule showing the items to be accomplished, when and by whom. Refer to **Exhibit A** to this Agreement. The Department's more complete four page schedule may be required. The Grantee will designate a contact person to coordinate and implement needed actions.

ARTICLE IV COMPENSATION

4.0 Grant Amount. The total grant award from the Department under this Agreement shall not exceed \$50,000 (fifty thousand dollars). Disbursement of the Grant will be in accordance with the payment provisions set forth in Section 4.1 herein and the Project Budget.

4.1. Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the payment, or the reimbursement of the Grantee for the payment of Project Costs. The Grantee may request disbursement for up to one-half of the Project Costs once the final product of the Grant Activity has been submitted to the Abington Field Office (AFO) and is under review for approval. The remaining one-half of the Grant may be requested when the product has been approved. Additionally, the Grantee will also submit a copy of the final product to the FCAP Project Supervisor, in the Lexington Field Office (LFO) for review, prior to the disbursement of the final payment. This includes, but is not limited to: a PER, study, environmental report, or hydraulic model. The Department will disburse the Grant to the Grantee upon receipt by the Department of the following:

(a) A requisition approved by the Department, signed by the Authorized Representative and containing a Schedule 1, all receipts, vouchers, statements, invoices or other evidence of the actual payment of Project Costs or that the Projects Costs have been incurred, and all other information called for by, and otherwise being in the form of, **Exhibit B** to this Agreement. The final request for disbursement should be supported by any approval letters called for in **Exhibit A**.

(b) If any requisition includes an item for payment for labor or to contractors, builders or materialmen, a certificate, signed by the Consulting Professional, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Project.

4.2 Availability of Funds. The Department may terminate this Agreement for convenience in the event that the federal funds allocated are no longer available.

4.3 Agreement to Complete Project. The Grantee agrees to cause the Project to be completed as described in **Exhibit A** to this Agreement, and in accordance with the schedule in **Exhibit A** to this Agreement.

ARTICLE V GENERAL PROVISIONS

5.0 Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

5.1 Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

5.2 Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

5.3 Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.

5.4. Federal Laws. The Grantee agrees to comply in all respects with all applicable federal laws, regulations and other requirements relating to or arising out of or in connection with the Project and the funding thereof, including but not limited to, OMB Circular A-133, and the federal "cross-cutting" requirements identified in the attached Schedule A, with particular emphasis on social legislation regarding civil rights and women's and minority business enterprise. For Grant Activities that include the construction, alteration, or repair of public buildings or public works (such as well drilling) the Grantee agrees to comply with the provisions of the Davis Bacon Act.

5.5 Procurement of Services. The Grantee agrees to fully comply with the provisions of the Virginia Public Procurement Act, with no exceptions recognized for localities under 3500 in population, in the procurement of services pursuant to this Agreement. The Grantee will also provide documentation to verify the good faith efforts to solicit MBE/WBE participation.

5.6 Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after final payments. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

SCHEDULE A
FEDERAL CROSS-CUTTING REQUIREMENTS

ENVIRONMENTAL AUTHORITIES:

Archeological and Historic Preservation Act of 1974, Pub. L. 86-523, as amended.

Clean Air Act, Pub. L. 84-159, as amended.

Coastal Barrier Resources Act, Pub. L. 97-348.

Coastal Zone Management Act, Pub. L. 92-583, as amended.

Endangered Species Act, Pub. L. 93-205, as amended.

Environmental Justice, Executive Order 12898.

Floodplain Management, Executive Order 11988 as amended by Executive Order 12148.

Protection of Wetlands, Executive Order 11990.

Farmland Protection Policy Act, Pub. L. 97-98.

Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended.

National Historic Preservation Act of 1966, Pub. L. 89-665, as amended.

Safe Drinking Water Act, Pub. L. 93-523, as amended.

Wild and Scenic Rivers Act, Pub. L. 90-542, as amended.

ECONOMIC AND MISCELLANEOUS AUTHORITIES:

Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended, Executive Order 12372.

Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans.

Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended.

Debarment and Suspension, Executive Order 12549.

SOCIAL LEGISLATION:

Age Discrimination Act of 1975, Pub. L. 94-135.

Title IV of the Civil Rights Act of 1964, Pub. L. 88-352.¹

Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act).

Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive Orders 11914 and 11250).

The Drug-Free Workplace Act of 1988, Pub. L. 100-690 (applies only to the capitalization grant recipient).

Equal Employment Opportunity, Executive Order 11246.

Women's and Minority Business Enterprise, Executive Orders 11625, 12138 and 12432.

Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

Anti-Lobbying Provisions (40 CFR Part 30) [applies only to capitalization grant recipients].

¹ The Civil Rights Act and related anti-discrimination statutes apply to all the operations of the SRF program.

*This information is provided for guidance and may not include all federal legislation as of this printing.

EXHIBIT A

PROJECT DESCRIPTION, BUDGET & SCHEDULE

Grantee: Montgomery County Public Service Authority Grant #: PG-281-14
 Project: System Interconnections PER

Please provide a description of the activity associated with this project.

Development of a Preliminary Engineering Report (PER) to evaluate the interconnection of several Montgomery County Public Service Authority's systems, and conduct an Environmental Review (ER).

PER will include:

- Compilation of water system mapping
- Development of a hydraulic model
- Performing a water system evaluation and alternatives analysis.

The following budget should reflect all grant eligible costs associated with the project.

ACTIVITY	ESTIMATED COST	START DATE	PROJECTED COMPLETION DATE
Prepare and submit PER to AFO and LFO	\$22,000	9/1/14	12/1/14
Address VDH/ODW comments and resubmit PER to AFO for approval and copy LFO	\$22,000	2/1/14	3/1/14
Prepare and submit ER to AFO and LFO	\$6,000	12/2/14	2/2/14
TOTAL =	\$50,000		
(VDH grant funding will not exceed \$50,000. The owner will provide or obtain needed funds to fully complete this planning activity.)			

VDH reserves the right to bypass the planning grant and withdraw funding if the above schedule is not met. See ARTICLE IV "COMPENSATION" for more detail on submittal and reimbursement requirements.

EXHIBIT B
REQUISITION FOR DISBURSEMENT
(To Be on Grantee's Letterhead)

Date

Subject: Montgomery County
Water - Montgomery County Public Service Authority
System Interconnections PER
VDH Planning Grant # PG-281-14

Mr. Steven D. Pellei, P. E., Director
Financial and Construction Assistance Programs
VDH-Office of Drinking Water
Madison Building, 6th Floor
109 Governor Street
Richmond, Virginia 23219

Re: Drinking Water State Revolving Fund (DWSRF) Program
Planning Grant
Requisition for Disbursement

Dear Mr. Pellei:

This requisition, Number _____, is submitted in connection with the Planning Grant Agreement, dated _____, 20__ between the Virginia Department of Health (Department) and the _____ ("Grantee"). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Planning Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of proceeds under the Planning Grant Agreement in the amount of \$ _____, for the purposes of payment of the Project Costs as set forth on Schedule I attached hereto.

Attached hereto are invoices relating to the items for which payment is requested.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the payment, or the reimbursement of the Grantee for the payment, of Project Costs, and (b) any materials, supplies or equipment covered by this Requisition are not subject to any lien or security interest or such lien or security will be released upon payment of the requisition.

This requisition includes an accompanying Certificate of the Consulting Engineer as to the performance of the work (as applicable).

Sincerely,

(Authorized Representative of the Borrower)

Attachments

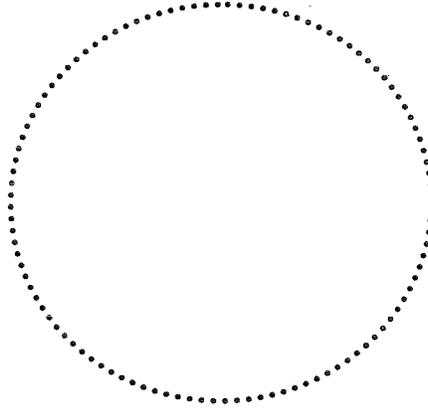
Virginia Department of Health
Drinking Water State Revolving Fund (DWSRF) Program
Planning Grant

CERTIFICATE OF THE CONSULTING ENGINEER
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

VDH Planning Grant # PG-281-14

This Certificate is submitted in connection with Requisition Number _____, dated _____, _____, submitted by the _____ (borrower). Capitalization terms used herein shall have the same meanings set forth in Article I of the Financing Agreement referred to in the Requisition.

The undersigned Consulting Engineer for the Borrower hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or materialmen, such work was actually performed or such materials, supplies or equipment were actually furnished to or installed in the Project.



SEAL

Date