

# SURRY COUNTY, VIRGINIA REQUEST FOR PROPOSAL (RFP)#RM13-01 UTILITY LOCATING SERVICES

***Issued:***

***September 14, 2012***

***Q&A Deadline:***

***September 24, 2012@ 5:00 PM EDT***

***Proposal Due:***

***October 1, 2012@ 4:30 PM EDT***



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# Request for Proposal #13-01 Utility Locating Services For Surry County

## INTRODUCTION

It is the intent of this RFP to secure a contractor to locate underground utility lines for Surry County to include County owned sewer and water facilities and a fiber optic cable network to satisfy Virginia's Miss Utility requirements. At this time utilities owned and operated by the Towns of Surry, Dendron and Claremont, VA are not included in the proposed scope of work. The contract term shall be for one (1) year and subject to renewal at the end of the initial agreement period for a maximum of five (5) years.

Proposals are due no later than October 1, 2012 at 4:30 PM EDT at the Surry County Government Center, 45 School Street, Surry, VA 23883 to the attention of Ms Rhonda Russell Mack.

The contact for this RFP: Mr. Tyrone W. Franklin, County Administrator  
Or Ms. Rhonda Russell Mack  
757-294-5210  
[rmack@surrycountyva.gov](mailto:rmack@surrycountyva.gov)

The county's broadband project is integral to the county's economic development, county Internet service, and the county's emergency communication system. Further, this project is being funded through a state grant that requires project completion by August 30, 2013]. For these reasons, prompt, quality service is a matter of important public interest. Given the nature of the services sought, the County has determined in accordance with §2.2-4303(C) of the Code of Virginia that procurement through competitive sealed bidding is not practicable, and the services are therefore being procured through competitive negotiation as set out herein.

## INFRASTRUCTURE OVERVIEW

### Sewer and Water Utilities

Surry County is the owner and operator of sewer and water utilities located in an area traversing Rolfe Highway, State Route 31, from Wakefield through the Town of Dendron, incorporating and eleven lot subdivision, Elberon Heights, off Elberon Heights Road and extending to Colonial Trail West, State Route 10. At the intersection of Colonial Trail West,(SR10) and Rolfe Highway (SR31) the utilities traverse West to Commerce Drive and terminate in the Surry West Industrial Park.

The system, originally a 20,000 GPD duplex rotary arm sand filter system that served the Surry County School Complex located approximately 5.5 miles south of the Town of Surry on State Route 618. In 1999 as a part of its development of the Surry Industrial Park the County oversaw the construction of a central sewer system, force main, and new wastewater treatment works. The industrial park is served by a wastewater collection system with approximately 5,900 feet of eight inch PVC pipe and appurtenances. A 125 GPM duplex submersible pumping station with standby generator discharges through a 42,500 foot long six inch PVC force main to the regional treatment works site.

The force main runs eastward along Route 10, then southward along Route 31 to the village of Elberon. From there the line runs westward along State Route 648 and, finally, along State Route 618 to the treatment works site. This alignment was adopted to permit the possible future connection of other populated areas in the central portion of the County. Since 1999 the Elberon Heights subdivision, an infill eleven lot residential development, has been added to the system as well as a few scattered single-family homes with failing septic systems.

An 85 GPM duplex submersible pumping station with standby generator serves the school complex which is located at the intersection of Hollybush Road/State Route 618 and New Design Road/State Route 616 and consists of Surry County High School, the Luther Porter Jackson Middle School, and the Surry Elementary School. The pumping station discharges through a 1,400 foot four inch force main that connects to the industrial park force main at the intersection of State Routes 616 and 618. The regional wastewater treatment plant is located on State Route 618, immediately west of the school complex site.

The Surry Industrial Park located west of the Town of Surry on State Route 10 is served by a central water system consisting of a single 125 GPM well, a 150,000 gallon elevated water storage tank (hydrosphere; 130 feet minimum static pressure), and a distribution system consisting of approximately 4,800 feet of eight inch PVC lines. Full fire suppression flow is provided within the service area.

**Included in the Appendix as Item “A” are maps of Surry County water and sewer utility improvements.**

### **Fiber Optic Cable**

The County is in the process of installing a ± 4 mile fiber optic backbone network with lateral extensions to thirteen (13) facilities in and around the Town of Surry and including the network equipment shelter. All of the network’s fiber is deployed underground, approximately 20% of which is installed within 2 ½ inch HDPE conduit under driveways and road crossings. The majority of the 144 count backbone fiber is located within road rights of way and buried thirty six (36) inches below grade along Highways 10 (Colonial Trail) and 31 (Rolfe Highway) in and around the Town of Surry. Customer drop fiber (laterals) may be buried to a reduced depth. The 144 ct backbone fiber is armored cable and the 6 ct drop fiber is toneable wire outdoor cable.

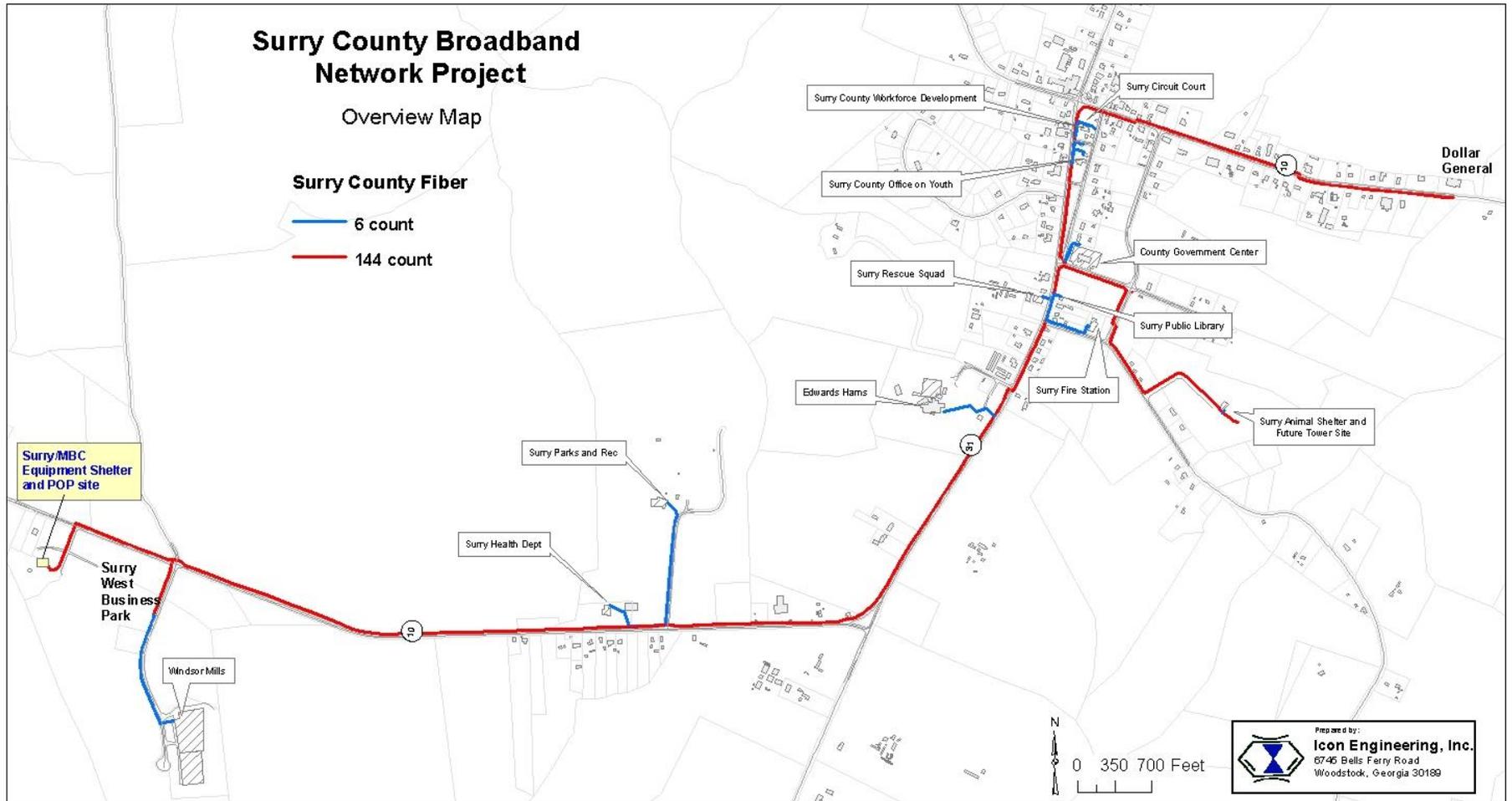
The County fiber installation is occurring simultaneously with the installation of the Mid-Atlantic Broadband Cooperative (MBC) network. The County backbone fiber is adjacent the MBC fiber for the majority of the route but does not pass through any MBC-marked vaults/handholes. All of the fiber drop laterals are County-owned. All of the County vaults are marked SURRY COUNTY and fiber markers separately identify fiber owners.

Miss Utility Ticket volume for fiber optic locating is unknown at this time.

### **NETWORK ROUTE**

The Surry County Fiber Optic Network backbone extends from a vault located in front of the Dollar General Store on Colonial Trail East continuing westward into the Town of Surry, turning southbound on Rolfe Highway, then westward on Colonial Trail West to the MBC equipment shelter near the Town water tank adjacent the Surry West Business Park. Laterals extend off Rolfe Highway to the Government Center and the Animal Shelter, and off Colonial Trail West into the Business Park. The proposed network map and strategic facilities table follows.

# NETWORK MAP



## STRATEGIC FACILITIES

The fiber backbone will connect strategic government facilities and two key private sector employers via 6 count drop fiber cable as follows:

<b>Facility Name</b>	<b>Address</b>
Surry County Circuit Court	28 Colonial Trail East, Surry VA 23883
Surry County Workforce Development	11916 Rolfe Highway, Surry VA 23883
Surry County Office on Youth	203 Church Street, Surry VA 23883
Surry County Government Center	45 School Street, Surry VA 23883
Surry Public Library	11640 Rolfe Highway, Surry VA 23883
Surry Rescue Squad	11627 Rolfe Highway, Surry VA 23883
Surry Fire Department	25 Bank Street, Surry VA 23883
Surry Animal Shelter	265 Old Burroughs Road, Surry VA 23883
Edwards Hams	11455 Rolfe Highway, Surry VA 23883
Surry County Parks and Recreation	205 Enos Farm Drive, Surry VA 23883
Surry County Health Department	474 Colonial Trail West, Surry VA 23883
Windsor Mills	365 Commerce Drive, Surry VA 23883
Surry MBC Network Hut	West of Commerce Drive at Public Works Water Facilities

## SCOPE OF WORK

The contract locator shall be responsible for responding to utility locate ticket requests on behalf of Surry County, and shall be fully responsible for meeting the requirements of the Virginia Underground Utility Damage Prevention Act 56-265, the Rules for Enforcement of the Underground Utility Damage Prevention Act and the Virginia Underground Utility Marking Best Practices as provided in the Virginia Underground Utility Marking Standards published by the Virginia State Corporation Commission.

Additionally, the contract locator shall:

- Possess all appropriate locating equipment and will inspect/locate facilities within the 48 hour waiting period limit.
- Contractor shall have access to ground penetrating radar equipment and the ability to operate said equipment in the event of its need.
- Be qualified and experienced to locate underground telecommunications, water, sewer and electric utilities.
- Properly display employee identification and company information on vehicles.
- Possess all equipment for the receipt and printing of Miss Utility locate tickets.
- Be proficient in the use of the Miss Utility Ticket Response System.
- Provide sufficient manpower to meet the deadlines of the Virginia Underground Utility Prevention Act and the aforementioned Rules for Enforcement.

The contract locator will be remunerated on a unit price individual ticket basis for responses to Miss Utility Locate Requests. Additional services requested may be requested on a hourly basis. The maximum extent of each ticket's work location shall be as defined in 56-265.17 of the Virginia Underground Utility Damage Prevention Act.

The contract locator shall provide a detailed invoice on a mutually agreeable timetable. The invoice shall show each locate request individually priced. The following ticket classifications are to be anticipated:

1. Normal
2. Emergency
3. Remark and Update
4. Three Hour
5. Meeting
6. Special Project
7. Designer

### **RESPONSIBILITY FOR COSTS**

The Applicant shall be fully responsible for all costs incurred in the development and submission of the proposal or any other costs incurred by the Applicant prior to issuance of an agreement or contract. The County shall not assume any contractual obligation as a result of the issuance of this proposal request, the preparation or submission of a proposal by an Applicant, the evaluation of proposals or final selection.

### **RFP INQUIRIES**

RFP addenda and question and answer responses will be sent to all applicants that request in writing they be added to the distribution list. Questions regarding this RFP should be submitted via email to [rmack@surrycountyva.gov](mailto:rmack@surrycountyva.gov) or faxed to (757) 294-5297 no later than September 24, 2012 @5:00 PM EDT. Questions and or requests for clarification received after this deadline will not be answered. The County will address each question within the week received and all Q&A will be sent electronically to applicants requesting addition to the distribution list.

### **RFP MODIFICATIONS**

The County reserves the right to modify or change any information presented in this RFP as more information becomes available. Any RFP modifications will be provided to all applicants who have indicated interest via written request.

### **RESPONSE REQUIREMENTS**

The County is interested in receiving proposals from any prospective organization meeting the qualifications outlined in this document. The Applicant's RFP response should be prepared simply and economically, providing straightforward and concise descriptions of the Applicant's capabilities and including sufficient information to satisfy the requirements of this RFP. False or inaccurate information will result in the rejection of the Applicant's response. Applicant(s) should carefully examine this RFP. It is the Applicant's responsibility to become familiar with Surry County and other factors that may impact the services provided. By responding to the RFP, the Applicant affirms that requisite due diligence necessary to provide a full response has been completed.

Applicant(s) shall address all items as specified in this RFP. Failure to address specified items may disqualify the Applicant from further consideration. Submission of a proposal shall constitute evidence that the Applicant has made all the above-mentioned examinations and is free of any uncertainty with respect to conditions which would affect the execution and completion of locate services.

## **FORMAT**

### **LETTER OF TRANSMITTAL**

The Applicant must provide a letter of transmittal that includes:

1. The company name, address, telephone number, fax number, website address, contact name, contact email and contact phone number
2. Must clearly state who is authorized to negotiate and execute a contract or agreement
3. Must list receipt by addenda number of all RFP addenda and the date issued
4. Attach a copy of the company(s) Certificate of Authority to do business in the Commonwealth of Virginia or if a foreign corporation include a statement of intent to properly register with the Commonwealth and County upon award and prior to contract execution
5. Be signed by a company representative authorized to commit the company and include the printed name and title of that individual

### **GENERAL INFORMATION**

#### **A. Company Overview**

Provide an overview including the following information about your Company:

1. Company name, date established, number of employees, business address, phone number, fax number, e-mail address;
2. Describe the Company's organizational structure and breakdown of number of employees by function as relates to locate services and personnel training
3. A brief statement of the Contractor's background, demonstrating longevity and financial stability;
4. Lines of business conducted by company
5. Identify the proposed project supervisor who would act as principal contact person between the contract locator and the County.

#### **B. Legal**

Provide information on any active, pending or recent (within 3 years) legal proceedings in which the company or their subcontractors have been involved relating to locate services.

Is the company currently removed from a vendor list or been debarred from doing business with any Commonwealth of Virginia Agency? If yes, explain in detail.

Has the company had any SCC violations in the last three years? If yes, explain in detail.

#### **C. Project Experience**

For similar locate services your company has provided during the past two years please provide three references. Identify any current customers located within or close to Surry County. Please include the following for each reference:

1. Customer name and contact information (phone and e-mail if available);
2. What specific services did you provide?
3. Length of engagement (years/months/special projects).

**D. Subcontractors**

If your firm utilizes outside contractor(s) for any part of this response please describe how subcontractors are integrated into the solution:

**E. Equipment and Personnel Information**

- I. Please list all equipment to be used to locate utility lines. Please list how maximizing accuracy and minimizing the tolerance in locating the County's utility lines will be achieved and using what equipment. Please list the accuracy/tolerance of the equipment being utilized.
- II. Explain your company's procedure and policy when a strike (cut) occurs due to out of tolerance (erroneous) fiber markings.
- III. Please provide your insurance coverage including liability, workers compensation and automobile. An attached insurance certificate will suffice.
- IV. Please detail your personnel qualifications, certifications from any equipment manufacturers applicable to locating County utility lines. Please include the duration and recurrence of service training.
- V. Please detail your method and recurrence schedule for safety training.
- VI. How do you assure VDOT compliance for personnel working in VDOT right of way?
- VII. What estimate would you assign for your response time to Miss Utility tickets for Surry County?

**F. Pricing**

Please provide individual ticket response pricing utilizing EXHIBIT A – PRICING. Include any additional pricing discussion or cost proposals in this section.

**ADDITIONAL INFORMATION IF DESIRED**

- a. Applicable company brochures;
- b. Information with regard to allied resources that are deemed advantageous to the success of the project
- c. Other information you may deem relevant and useful to the County in the evaluation of the RFP response.

**RETURN PROPOSAL INSTRUCTIONS**

The RFP Response should include three (3) printed copies and one (1) electronic copy on CDROM or other storage mechanism of your Proposal in PDF or MS Word format. The original proposal should be signed by the person authorized to obligate the company. The response should be delivered to the following address in a sealed envelope or box labeled "**UTILITY LOCATING SERVICES RFP #RM13-01**" clearly marked on the outside of the package. Emailed or faxed responses are not allowed. The proposal package should be delivered to:

Surry County  
Attention: Ms. Rhonda Russell Mack  
45 School Street, P. O. Box 357, Surry, VA 23883  
(757) 294-5210

The deadline for accepting RFP responses is 4:30 p.m. EDT on October 1, 2012 at the above address. Responses received after that time will be returned unopened to the Offeror.

## **Evaluation of Proposals; Selection Process**

The following criteria will be used for evaluating proposals and subsequent selection of a successful Offeror. The County will independently read, review and evaluate each proposal and final selection will be made using the following criteria:

- Demonstrated ability to meet or exceed all requirements of the RFP.
- Credentials and relevant experience.
- Overall accessibility to County staff and ability to provide all required services in a timely manner.
- Compliance with RFP and Contract Terms and Conditions.
- Overall quality and completeness of proposal.
- Price

Once the County has read and rated each proposal the County will rank the proposals beginning with the highest rated proposals in a descending order. Then, the County will conduct negotiations with the top two ranked Offerors, depending on the number of proposals received from qualified Offerors.

After negotiations have been completed, the County will select the Offeror, which in the County's opinion, has made the best proposal, and will award the contract to that Offeror. Price shall be considered in the decision to award the contract, but need not be the sole determining factor.

### **Notice of Award**

A Notice of Award will be posted at the Office of the County Administrator located at Surry County Government Center, 45 School Street, Surry, VA 23883 for a period of ten (10) days. The County will notify the selected Offeror directly.

**Authorization to Transact Business in Virginia. SCC Identification Number. Offeror, whether organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a 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. Offeror 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, to be revoked or cancelled at any time during the contract.**

The County may void any contract with an Offeror if it fails to remain in compliance with this section pursuant to Section 2.2-4311.2 of the Code of Virginia.

### **General Contract Provisions.**

**The following provisions shall apply to this RFP and any contractual agreement entered into thereunder.**

**1. Modifications** - This Agreement or any part thereof may not be modified or amended, except by written agreement of the parties signed by the duly authorized representatives of the parties.

**2. No Waiver** - No omission or delay by either party to this Agreement at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Agreement, shall be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.

**3. Applicable Law and Venue** - This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia. Any action brought relating to the interpretation or enforcement of this Agreement shall be brought in the courts of the County of Surry, Virginia, unless otherwise required by law.

**4. Severability** - If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

**5. Successors and Assigns** – Neither party shall assign or transfer this Agreement or any of its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall inure to the benefit of the parties and their respective permitted successors and assigns.

**6. Force Majeure** - In the event that performance by either party of any of its obligations or undertakings under this Agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party hereto, whether such occurrence be an act of God such as lightning, earthquakes, floods or other like causes, the common enemy, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

**7. Incorporation of RFP conditions and Offeror proposal** - This Agreement shall consist of this written Agreement and all appendices or exhibits attached hereto, the Proposal submitted by Contractor, the RFP, including all general, special or other conditions contained therein, and any addendum to same, all of which shall be referred to collectively as the "**Contract Documents**". In the event of any conflict between any of the Contract Documents, the terms and conditions this document will control, followed by the RFP, and then Contractor's proposal, in that order of priority, unless otherwise expressly agreed to in writing by the parties.

**8. Entire Agreement** - This Agreement, including the Contract Documents as set forth in paragraph H of this section, constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings relating to the services to be performed under this Agreement. The terms and conditions contained in any purchase order issued by County, to the extent not in conflict with the terms and conditions contained in this Agreement, are incorporated herein by this reference.

**9. Counterparts** – This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**10. Legal Authority** - The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Contractor and the County, respectively.

**11. Headings** - The headings of sections throughout this Agreement are intended solely to facilitate reading. Such captions shall not affect the meaning or interpretation of this Agreement.

**12. Effective Date** - This Agreement shall become effective and binding upon the authorized execution by both Parties.

**13. Conflicts of Interest** – Contractor certifies that it is not now engaged in any work, nor will it engage in any subsequent work while this Agreement is in effect that will pose a conflict with the interests of the County relative to the work covered under this Agreement. Contractor shall notify the County of any potential conflicts of interest prior to Contractor undertaking such work. Contractor further agrees not to use any information it receives or any of its work product in any manner contrary to the County's interests both during the term of this Agreement and thereafter.

**14. Indemnification** - The Offeror shall, during the term of the contract, indemnify, defend, and hold harmless the County, its officials, employees, agents and representatives thereof from all suits, actions or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations or rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree.

**15. Safety** - All contractors and subcontractors performing services for the Commission are required to comply with all Occupational Safety and Health Administration (OSHA), Commonwealth and County Safety and Occupational Health Standards and any other applicable rules and regulations.

All contractors and subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site deemed in this contract.

**16. Insurance** - The successful Offeror shall maintain, and provide proof of insurance coverage for injuries to persons and/or property damage which may arise from or in conjunction with, the work performed on behalf of the Commission by the Offeror, his agents, representatives, employees or subcontractors.

Proof of coverage as contained herein will be submitted fifteen (15) days prior to the commencement of work and such coverage must be maintained by the Offeror for the duration

of the contracted period for occurrence policies. Claims made policies must be in force for the coverage purchased for three (3) years after completion date.

General Liability: Coverage will be as broad as Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

Minimum Limits:

General Liability:

\$1,000,000	General Aggregate Limit
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence Limit
\$50,000	Fire Damage Limit
\$5,000	Medical Expense Limit

Workers' Compensation: Limits as required by the Worker's Compensation Act of Virginia. \$1,000,000 Employer's Liability.

### Virginia Public Procurement Act Provisions.

The provisions of this Section shall be incorporated into any Agreement entered into under this RFP, as required by the Virginia Public Procurement Act (§ 2.1-4300 et seq. of the Code of Virginia):

**1. Employment Discrimination.** During the performance of this contract, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment due to race, religion, color, sex, national origin, age or handicap, except where religion, sex, national origin or age is a bona fide occupational qualification reasonably necessary to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination disclosure.
- b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this subsection.

**2. Drug Free Workplace.** During the performance of this contract, Contractor agrees to (i) provide a drug-free workplace for 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 Contractor's workplace and specifying the actions that

will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that 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.

**3. Illegal Immigrants.** Contractor does not and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in the Federal Immigration and Reform and Control Act of 1986.

## EXHIBIT A PRICING

Please provide proposed pricing in the following format for the services requested and include in Section F of your proposal. In this section you should also include discussion of pricing for any other services required or offered.

TICKET TYPE	PER TICKET PRICING			
	Fiber Cable Only	Water & Sewer Only	Electric Only	Combined Locate of 2 or more Utility Lines
Normal				
Emergency				
Three Hour				
Remark				
Update				
Update (No utilities in area)				
Meeting				
Special Project				
Designer				
<b>Additional Services</b>	Please indicate the pricing unit (per ticket or per hour)			
Ground Penetrating Radar				
On-site Surveillance				
Indicate Pricing Unit:	Ticket or Hourly	Ticket or Hourly	Ticket or Hourly	Ticket or Hourly