RIGHT OF WAY CONSULTING AND LAND SERVICES
REQUEST FOR PROPOSAL ("RFP")

1. **Background**
The Bedford County Public Service Authority is currently requesting proposals to provide consulting services regarding right of way and easement acquisition under a term contract on an as needed basis. The BCPSA is seeking a qualified consultant to assist the Authority in the delivery of required right of way and or easements necessary for various utility projects during the term specified. Required services may include, but are not limited to: administration, appraisal services, negotiation services, condemnation support services, and property acquisition services.

2. **Selection Process and Schedule**
The selection of one or more firms will be made in accordance with the procedures outlined in § 2.2-4301 Sections 3.a, "Procurement of Professional Services" in the Code of Virginia. The following schedule is anticipated:

a. Deadline for proposals ..... 2:00pm – Friday, December 14, 2012
b. Award of contract ..... December 18, 2012
c. Contract term begins..... December 19, 2012

3. **Term of Contract:**
The Authority will enter into a one year contract with one or more firm(s) selected. The contract(s) will provide for the renewal for up to four successive one year terms, thereby permitting a possible maximum contractual total term of five (5) years.

4. **Scope of Work**
The Consultant is to provide all or any part of the following Right of Way Consulting Services for acquisition and negotiation of right of way and or easements as necessary for various projects during the term of this contract:

A. Administration
BCPSA will prepare a, project specific, preliminary property owner contact list and anticipated project schedule. Consultant is responsible for verifying property owner contact information; adhering to BCPSA project schedule and providing any anticipated problems in meeting the schedule; participating in project review meetings; providing current status reports of all parcel and project activities; providing monthly summaries of project expenses including amounts authorized, amounts paid and forecasted; providing personnel available to answer questions; maintaining copies of all correspondence and contacts with property owners; and maintaining files of original documentation related to each property or property interest.

B. Appraisal Services
Professional property appraisals will be performed separately from this contract. Consultant for this contract will be responsible for determining value of temporary and permanent easements based on neighboring land values and land sales where donations of the easements cannot be obtained.

C. Negotiation Services
Analyzing preliminary title reports to determine potential title problems; preparing memorandums of agreement, instruments of conveyance, and other documents requested by the BCPSA; contacting each property owner or their representative to present the written offer in person where practical; maintaining follow up contacts and, upon acceptance of the BCPSA's offer, securing the necessary instruments for closing; responding to property owner inquiries verbally and in writing within two business days; advising property owners on the administrative settlement process, transmitting to the BCPSA any written counter offers from property owners along with supporting documentation and recommendations; and preparing final offer letters. BCPSA will provide an introductory letter to the property owners to introduce the Right-of-Way agent and the BCPSA intentions for the project.

D. Condemnation Support Services
Providing two copies of complete property files to the BCPSA; participating in preparation meetings and pre-trial hearings; providing additional information as requested by the BCPSA Attorney.

E. Subproviders
Sub-providers shall not be used without prior approval by the BCPSA, and shall not be approved as the contact person for the property owners. If the respondent uses a sub-provider for any of the work required, the following shall be conditions of approval:

1) Sub-providers identified with their work to be performed.
2) The BCPSA will check the sub-provider's background and make a determination to approve or reject the sub-provider.
3) The respondent shall be the only contact for the BCPSA and sub-providers. Respondent shall list a designated point of contact for all BCPSA and sub-provider inquiries.

5. Proposal Format Guidelines

Interested consultants are to provide the BCPSA with a thorough proposal using the following guidelines.

Proposal should be typed and should contain transmittal letter and resumes of key personnel. Each proposal will adhere to the following order and content of sections. Proposal should be concise with emphasis on responding to the RFP requirements and providing a complete and clear description of the offer. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the proposer's response:

A. Vendor Application Form and Cover Letter Complete Appendix A, "New Vendor Application" and attach this form to the cover letter. A cover letter should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal constitutes an offer by the firm which shall remain open and irrevocable for a period of 90 days from the deadline for submitting proposals stated in section 2 above. Indicate the address and telephone number of the consultant's office located nearest to Bedford, Virginia, and the office from

which the project will be managed.

B. Background and Project Summary Section: The Background and Project Summary Section should describe your understanding of the BCPSA, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

C. Methodology Section: Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1) A plan of action describing project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

2) Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

3) Ability to meet schedule.

4) Detailed description of anticipated tasks you will require from BCPSA staff. Explain what the respective roles of BCPSA staff and your staff would be to complete the tasks specified in the Scope of Work.

D. Staffing: Provide a list of individual(s) who will be assigned to this contract and indicate the functions that each will perform. Include a resume for each designated individual. Only one individual is to be designated as the property owner contact.

Upon award and during the contract period, if the consultant chooses to assign different personnel to the contract, the Consultant must submit their names and qualifications including information listed above to the BCPSA for approval before they begin work.

E. Qualifications: The information requested in this section should describe the qualifications of the firm and key staff performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1) Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

2) A summary of your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

3) Provide at least three local references that received similar services from your firm. The BCPSA reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

♦ Client Name
♦ Project Description
♦ Project start and end dates
♦ Client project manager name, telephone number, and e-mail address

F. Fee Schedule: Describe and submit your firm's non-binding estimated fee schedule for the Right of Way Consulting Services in the format shown below. Actual project fees will be submitted for approval on a project by project basis as requested by the BCPSA.

1) Description of Services
   a. Administration, Property Value Estimation, and Negotiation Services

i. Estimated fee schedule per property

2) Condemnation Support Services (hourly basis – provide hourly rate schedule)

6. Process for Submitting Proposals

A. Content of Proposal

The proposal must be submitted using the format as indicated in the proposal format guidelines.

B. Submittal of Proposal

The proposals must be submitted to the BCPSA at the address on the letterhead by the date shown in Section 2. Electronic submissions (including faxes) are not allowed. The proposals shall be directed to the attention of Rhonda English, PE – Engineering Manager.

C. Inquiries

Questions about this RFP must be directed to Rhonda English, Engineering Manager (r.english@bcpsa.com or 540-586-7679 ext. 108) before 2 p.m. on December 14, 2012.

D. Conditions for Proposal Acceptance

This RFP does not commit the BCPSA to award a contract or to pay any costs incurred for any services. The BCPSA, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the BCPSA. If any proprietary information is contained in the proposal, it should be clearly identified.

7. Evaluation Criteria

The selection will be made in accordance with the procedures outlined in § 2.2-4301 Sections 3.a, "Procurement of Professional Services" in the Code of Virginia. The BCPSA may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

A. Compliance with RFP requirements.
B. Understanding of the project.
C. Recent experience in conducting similar scope, complexity, and magnitude for other public agencies.
D. Educational background, work experience, and directly related consulting experiences.
E. Estimated fee schedule per property.
F. References.

The BCPSA may also contact any proposer to clarify any response; contact any current users of a proposer's services; and seek and review any other information deemed pertinent to the evaluation process. The BCPSA shall not be obligated to accept the proposal with the lowest estimated fee schedule, but shall make an award in the best interests of the BCPSA.

After written proposals have been reviewed, discussions with prospective consultants may or may not be required.

Award is contingent upon the successful negotiation of final contract terms. If contract

negotiations cannot be concluded successfully, the BCPSA may negotiate a contract with the next highest scoring firm or withdraw the RFP.

8. Standard Terms and Conditions

A. Amendments: The BCPSA reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the BCPSA's website at www.bcpsa.com; proposers should check this web page regularly for new information.

B. Cost for Preparing Proposal: The cost for developing the proposal is the sole responsibility of the proposer. All proposals submitted become the property of the BCPSA.

C. Contract Discussions: Prior to award, the apparent successful firm may be required to enter into discussions with the BCPSA to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions will be initiated with the next highest scoring firm. A sample agreement is linked to this Request for Proposal in the BCPSA web site.

D. Confidentiality Requirements: Proposals are subject to the Freedom of Information Act.

E. Financial Information: The BCPSA is concerned about proposers' financial capability to perform, therefore, may ask you to provide sufficient data to allow for an evaluation of your firm's financial capabilities.

F. Assignment:

1) Each party agrees that all rights and obligations of this Agreement may not be sold, assigned or transferred at any time without prior written consent of the other party, which consent will not be unreasonably withheld.
2) The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.