

**REQUEST FOR QUALIFICATIONS
MARTIN COUNTY WATER SYSTEM CONTROLS & RAW WATER MODIFICATIONS**

1. Introduction

This document addresses the consulting engineer Scope of Services and outlines information requested from firms responding to this solicitation.

The Big Sandy Area Development District (BSADD), in coordination with the Martin County Water District (District), is requesting qualifications statements from consulting engineering firms desiring to provide the District with engineering and design services, including: design, permitting, construction bidding, inspection, and project completion.

The scope of engineering and design services will include work for the Martin County Abandoned Mine Lands (AML) \$3.4 million grant project to upgrade the District's water systems controls and raw water modifications. A secondary intake will be added in the Tug Fork River providing redundancy. Piping, pumps, and controls will be upgraded to provide for the second intake. In addition to the second raw water intake, the raw water transmission main will be extended from the Crum Reservoir to the water treatment plant and a new reservoir intake structure will be constructed. The transmission main will be approximately 3,500 linear feet of 16 inch ductile iron pipe. This project also includes installation of system wide telemetry SCADA system and rehabilitation of one of three water treatment plant clarifier/filter. A preliminary engineering evaluation of the scope of work will be required to confirm the priority of work, an estimate of construction costs and budget availability from the AML grant.

The district has additional needs to upgrade its water treatment plant and replace aging storage, pumping and distribution infrastructure. The engineering firm(s) selected with this RFQ may be retained by the District for future design services as needed by the District.

The deadline for receipt of submissions is Wednesday, September 19, 2018 no later than 4:00 p.m. EST. Submissions should include five (5) copies of the qualifications statements. Please clearly mark submissions "Water System Controls and Raw Water Modifications" on the exterior. Submissions should be made to Monica Spriggs, Big Sandy Area Development District, 110 Resource Court, Prestonsburg, KY 41653.

Submissions will be reviewed by representatives of BSADD and the District and ranked on the basis of written materials as set forth in the RFQ package. BSADD reserves the right to schedule interviews with any or all respondents or to reject any or all proposals.

Attention of respondents to this RFQ is called to the requirements of Title VI of the Civil Rights Act of 1964, Executive Order 11246 and the Certification of Non-Segregated Facilities, all of which may be incorporated into any contract issued pursuant to this solicitation as well as additional requirements outlined in this document consequential to the receipt of federal funding and identified in Section 7. BSADD is an Equal Opportunity Employer.

Kentucky Relay Service for the hearing and speech impaired: 1-800-648-6056.
Local, minority and female-owned firms are encouraged to respond.

2. Open House for Site Visit and Plant Tour

The District has scheduled an open house at the Martin County Water District Treatment Plant located at 14 Flat Hollow, Inez, Kentucky, 41224, for a site visit and plant tour on Wednesday September 12th from 10 am to 12 Noon, EST. This open house will provide an opportunity for interested engineering consultants to inspect and view the existing intake structure, raw water supply lines and treatment plant infrastructure. Engineering firms interested in submitting qualification are encouraged to take advantage of the open house, but are not required to attend. The District requests each engineering firm limit their attendees to two representatives.

3. Scope of Services

BSADD is the lead agency for this project. The firm selected to assist BSADD and the District will perform all tasks in the Scope of Services listed below:

1. Conduct a preliminary engineering review of the project scope and provide recommendation to any changes to the scope of work for the project to fit within the AML grant budget.
2. Prepare engineering reports reflecting project scope and findings.
3. Provide information to project developers for the submission of any and all potential funding applications through all planned phases of project development.
4. Prepare final engineering design and construction drawings and obtain all permit approvals of these documents from appropriate agencies.
5. Complete all bid documents and arrange for BSADD approval of said documents prior to an advertisement for bids.
6. Prepare the bid(s) advertisement(s).
7. Attend the bid(s) opening, review bids and render an opinion to BSADD regarding the lowest and best bid(s) received.
8. Attend the pre-construction conference(s) with the selected contractor(s).
9. Perform all construction inspection services and report to the BSADD and the District as owner of the improvements on a regular basis regarding project progress.
10. Prepare, in consultation with the contractor(s), all periodic pay estimates and submit these documents to BSADD for approval.
11. Provide project inspection services with regular updates to BSADD and the District.
12. Coordinate regular monthly progress meetings.
13. Act as the BSADD's representative in all discussions with the contractor(s) and regulatory agencies.
14. Issue a final report and opinion to BSADD regarding the contractor's compliance with the construction specifications.
15. Prepare a final engineering report and as-built record drawings and submit to BSADD and the District as owner of the improvements and appropriate agencies.
16. Perform any other related tasks pertaining to the project, as assigned by the BSADD in accordance with funding agency requirements.

4. Statement of Qualification Contents

Respondents may submit their standard Statement of Qualifications, but *must at a minimum include a narrative statement addressing the following:*

- a) a general narrative description of the firm’s experience with varied infrastructure projects;
- b) identification of specific personnel to be assigned to this project, including resumes of these persons and a listing of similar projects in which the personnel have been involved;
- c) identification of the firm’s experience in projects whose scope is similar to that advertised herein;
- d) a description of the firm’s understanding and familiarity with the District’s infrastructure and the proposed project scope;
- e) a listing of not less than five (5) prior clients for which the firm has performed engineering services for similar projects within the past five (5) years. Please include a contact person and telephone number for each client; and
- f) discussion of short-term and long-term availability and commitment through all phases of the project.

5. Rating of Qualifications

The review committee members will review, rate and rank responses in accordance with criteria described in Section 4. BSADD reserves the right to interview any or all respondents, or to reject any or all RFQ statements submitted. The respondent having the highest total score will be recommended for approval. Following conclusion of the rating process, BSADD will attempt to negotiate a contract with the highest ranking firm. If negotiations are not successful, BSADD will negotiate with the next highest rated respondent(s). Once an agreement is reached, the selected firm and contract will be submitted to AML for approval.

6. Qualifications Rating Criteria

The review committee will rate the responses to this Request for Qualifications and assign a score for each criterion. The firm having the highest total score will be recommended for selection as the project engineer.

A. Completeness of Submission	0 – 10 points
B. Personnel	0 – 20 points
C. Firm Experience	0 – 20 points
D. Familiarity With Region/Project	0 – 20 points
E. Professional References	0 – 20 points
F. Availability / Commitment	0 – 10 points
Total Maximum:	100 points

7. Obligations

As a result of receipt of federal funds in the form of Department of Interior’s Office of Abandoned Mine Lands for the implementation of the Water System Controls and Raw Water Modifications located in Martin County, Kentucky, the following obligations will be in full effect for all contracts associated with the project:

- The Contractor/Engineering firm shall provide each contractor/subcontractor's federal ID number, mailing address and phone number by **completing the 'AML Contractor/Subcontractor Information Form'** and submit said form with bid proposal.
- The Contractor shall carry Workers Compensation and General Liability Insurance and Professional Liability with single limit coverage of at least \$1,000,000, listing both the BSADD and District as additional insured. **Proof of insurance shall be submitted with bid documents.**
- The Contractor shall obtain all required permits or certifications.
- The Contractor shall cooperate with BSADD and/or District in providing information needed for monthly status reporting and for completion of Request for Payment forms.
- The Contractor shall execute the affidavit form entitled 'Campaign Finance Law Compliance' in accordance with KRS 45A.110 and DRS 45A.115. **Failure to provide the completed affidavit with the bid proposal shall be grounds for disqualification.**
- The Contractor shall maintain records in accordance with 30 C.F.R. 886.24 which is incorporated into this AGREEMENT by reference.
- The Contractor shall make project-related records available for inspection and audit.
- The Contract/Subcontracts and Contractor are subject to review by the Division of Abandoned Mine Lands who will conduct an Office of Surface Mining Applicant Violator System review prior to award of contract.
- 43CFR12 is incorporated by reference.
- The Contractor shall comply with the following assurances as described in the Memorandum of Agreement attached and made a part of contracts associated with the Water System Controls and Raw Water Modifications project:
 - The Common Rule incorporated by reference.
 - The Anti-Drug Abuse Act.
 - Federal statutes relating to nondiscrimination including but not limited to: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; The Drug Abuse Prevention, Treatment and Rehabilitation Act of 1972 as amended; The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 as amended & 523 527 of the Public Health Service Act of 1912 as amended; Any other nondiscrimination statute(s) that apply; Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made;
 - Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
 - The Hatch Act.
 - The Copeland Act and the Contract Work Hours and Safety Standards Act.
 - The flood insurance purchases requirements of Section 102(a) of the Flood Disaster Protection Act of 1973.
 - Environmental quality control measures pursuant to the National Environmental Policy Act of 1969 and Executive Order No. 11514, et. al.
- The Contractor and all subcontractors performing work under the agreement shall reveal any violations by the Contractor or Subcontractors within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws,

occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws. Information to be revealed includes: the KRS violated, the date of the final determination, and the state agency which issued the final determination. For the duration of any contract, the Contractor and all subcontractors performing work under the agreement shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for cancellation of the agreement and disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

_____ The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

Discrimination:

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability) is prohibited. During the performance of this agreement, the Contractor/Subcontractor/Vendor agrees as follows:

- The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
- The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said

labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

- The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1963, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
- The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Bidder understands that Big Sandy Area Development District reserves the right to reject any or all bids.

This document shall be executed by the Contractor (Engineering firm) and included in bids submitted.

Bidder, (Company Name) _____, acknowledges receipt and review of the above-mentioned obligations associated with all contracts regarding the Martin County Water District AML Project as indicated below by signature.

Signature of Bidder

Date

8. Conclusion

Address questions regarding this document and submission of qualifications to Monica Spriggs, Big Sandy Area Development District, (606) 886-2374 or email: monica.spriggs@bigsandy.org.

The deadline for receipt of submissions is Wednesday, September 19, 2018, no later than 4:00 p.m.