



Request for Proposal (RFP)# 15-07  
for  
Term Contract for Pump Repair Services for the Public  
Service Authority  
Issue Date: September 5, 2014  
Proposal Due Date and Hour: September 30, 2014 3:00  
p.m.

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

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**Request For Proposal Number 15-07**

Term Contract for Pump Repair Services

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ATTACHMENT A: Terms and Conditions

ATTACHMENT B: Montgomery County Standard Contract (sample)

COUNTY OF MONTGOMERY, VIRGINIA  
RFP # 15-07

ISSUE DATE: SEPTEMBER 5, 2014

Term Contract for Pump Repair Services

(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](mailto:hallhm@montgomerycountyva.gov)

**DUE DATE:** Unsealed Proposals will be received until **September 30, 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# 15-07**

Term Contract for Pump Repair Services

**I PURPOSE:** The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiation for Term Contract for Pump Repair Services for the Public Service Authority of Montgomery County, Virginia herein after referred to as "PSA."

**II BACKGROUND:**

The County is located in the New River Valley between the Appalachians and Blue Ridge Mountain Range. The PSA is governed by an elected seven member Board who appoint a PSA Director.

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 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 STATEMENT OF NEED:**

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

- A. Troubleshoot and work on multiple types of pumps to include but not limited to Davis EMU, Flygt, Myers, Hydromatic, Ebara, ABS and Gorman-Rupp.
- B. Able to respond within two days.
- C. **EXTENT OF SERVICE:** The Contractor shall provide all labor, tools, equipment and all incidentals required and/or implied for the complete and satisfactory performance of the maintenance, and repair of the PSA pumps.
- D. Contractor shall be a licensed and experienced Contractor in accordance with Attachment A of Special Terms and Conditions.
- E. Estimates of work shall be provided to the PSA by email or fax for work with adequate plans and specifications or written directions. The estimate should include labor, equipment, parts and/or materials which will be required to perform the work specified under this contract. This work should only be performed with the PSA's consent. Upon authorization, actual work shall not exceed the Contractor's estimate by 10% without the PSA's written approval.
- F. **Quality of Work:**
  1. All work shall be quality work, performed according to the standards of the industry and to the complete satisfaction of the PSA. All parts used for repair and in reassembly of the pumps shall be the manufacturer's authorized parts or specifically approved by the PSA prior to installation. Unsatisfactory work shall be immediately corrected by the Contractor at no additional cost to the PSA.
  2. All work shall be performed in accordance with the plans, drawings or instructions provided by the PSA for each project or work assignment. Any discrepancies or previously unknown field conditions shall be brought to the attention of the PSA and resolved before continuing the work.
  3. All work shall be performed in accordance with National Wiring Standards.
- G. **Personnel Requirement:** Personnel used for the performance of this work shall be properly trained and qualified to perform pump work on the variety and complexity of the pump systems in the PSA facilities. The PSA reserves the right to refuse to accept and authorize payment for services from any personnel deemed by the PSA to be unqualified, disorderly, or otherwise unable to perform assigned work. The Contractor shall provide and keep up to date a list of all personnel performing work under this contract with classifications denoted, as well as written evidence of the personnel's qualifications for those classifications.
- H. The Contractor shall provide with each crew and personnel ALL of the hand tools, power tools, truck and equipment necessary for the performance of the work.
- I. Unless provided otherwise, the Contractor shall guarantee all work covered under this contract against defects resulting from the use of substandard materials, equipment or workmanship one year from the date of final acceptance by the PSA.
- J. Contractor shall provide service to load and pick-up pumps for repairs within three (3) business days of being contacted by the PSA and return and unload repaired pumps to the PSA within three (3) business days after completion of repairs. Pickups and returns may be at the PSA Shop or pump

station locations as identified by the PSA.

#### **IV 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: **Unsealed RFP # 15-07**

RFP Due date/Opening date and hour: **September 30, 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 PSA 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 PSA 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 three (3) recent references, similar to Montgomery County PSA, 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 and phone number of the individual Montgomery County PSA has your permission to contact.
3. Describe the Offeror's proposed methods and procedures for providing services including procedure for providing cost estimates.
4. Discuss Offeror's organization including size and structure of firm. Discuss any joint venture arrangements, if any.
5. List Offeror's management and staff personnel to be used for this contract, designated by discipline and detailing qualifications and experience relative to the services described herein. Include a resume and proof of any required certification for each.
6. Provide a complete proposed pricing schedule for services proposed by the Offeror. How do you propose to convey price increases/decreases to the PSA?

**V. 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 PSA shall select the offeror which, in its opinion, has made the best proposal, and shall award a primary contract to that offeror. A secondary contract will be established with the second best proposal Offeror. Montgomery County PSA 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 PSA 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:

Each proposal will be evaluated on the following criteria:

<u>EVALUATION CRITERIA</u>	<u>WEIGHT</u>
1. Method and plan for providing services	30
2. Price	30
3. Qualifications and experience	30
4. References	10

**VI RESERVATION OF RIGHTS:** Montgomery County PSA reserves the right to award in part or in whole, to one or more vendors, or to reject any or all proposals, whichever is deemed to be in its best interest. It is the intent of this solicitation to award a primary and a secondary contract.

**VII CONTRACT ADMINISTRATION:**  
Robert Fronk, PSA Director, (email: [fronkrc@montgomerycountyva.gov](mailto:fronkrc@montgomerycountyva.gov); fax: 540-382-5703) 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.

**VIII 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

**IX CONTRACT PERIOD:** The term of this contract is for one year with four one-year renewals or as negotiated.

ATTACHMENT A  
TERMS AND CONDITIONS

**GENERAL TERMS AND CONDITIONS**

[http://www.montgomerycountymva.gov/filestorage/1146/98/175/703/rfp\\_terms\\_and\\_conditions.pdf](http://www.montgomerycountymva.gov/filestorage/1146/98/175/703/rfp_terms_and_conditions.pdf)

**SPECIAL TERMS AND CONDITIONS**

1. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the Building Owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall inform all employees that the suspect material is not to be disturbed, and shall vacate and secure the area until an identification has been made if suspect debris is present. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
2. **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, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Montgomery County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representatives that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
6. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Montgomery County, 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, or to otherwise act on behalf of Montgomery County, except as Montgomery County may expressly authorize in writing.
7. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by Montgomery County.
8. **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 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 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, 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, 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.
9. **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.
10. **SAFETY:** All contractors working in Montgomery County must maintain an adequate safety program to insure the safety of contractor employees, subcontractor employees, and all other individuals working under this contract. The Virginia Occupational Health Act (VOSHA) provides for safety and health protection for employees on the job. The contractor is required to comply with the VOSHA standards. In addition, the contractor must also provide Montgomery County with a written safety program that he intends to follow in pursuing work under this contract. In lieu of providing such a program, the contractor may elect to comply with the "Montgomery County Safety Guide for Contractors and Subcontractors" and advise Montgomery County in writing of his election to do so. No work under this contract will be permitted until Montgomery County is assured that the contractor has an adequate safety program in effect.
11. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Montgomery County. In the

event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Montgomery County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

12. **WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of 365 days following date of delivery. Should any defect be noted by Montgomery County, the Montgomery County Purchasing Department will notify the Contractor of such defect or non-conformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) Montgomery County does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to Montgomery County and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.
13. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

**ATTACHMENT B**

**COUNTY OF MONTGOMERY  
STANDARD CONTRACT**

**Contract Number:**

This contract entered into this \_\_\_ day of, 201\_\_, by \_\_\_\_\_ hereinafter called the “Contractor” and the Montgomery County Public Service Authority, 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: \_\_\_\_\_