

Request for Proposal (RFP)# 24-03

Water Meter Replacement

Issue Date: November 16, 2023

Last Day for written questions: December 4, 2023

Proposal Due Date and Hour: December 14, 2023 3:00 p.m.

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

On behalf of

Montgomery County Public Service Authority

TABLE OF CONTENTS

Request for Proposal Number 24-03

Water Meter Replacement

Sectio	n# Description	Page Number	
I	Purpose		4
II	Background		4
III	Statement of Need	•••••	4
IV	Proposal Preparation and Submission Requirements		6
V	Evaluation and Award of Contract		8
VI	Preproposal Conference		9
VII	Contract Administration		9
VIII	Payment Procedures		10
IX	Contract Period		10
X	Pricing Schedule		10
ATTA	CHMENT A: Terms and Conditions		
ATTA	CHMENT B: Montgomery County Standard Contract (sample)		

COUNTY OF MONTGOMERY, VIRGINIA RFP # 24-03

ISSUE DATE: NOVEMBER 16, 2023

WATER METER REPLACEMENT

(TO BE COMPLETED AND RETURNED)

GENERAL INFORMATION FORM

<u>QUESTIONS</u>: All inquiries for information regarding this solicitation should be directed to: Jeff Groseclose, CPPB, VCO, VCA, Procurement Manager, Phone: (540) 382-5784; faxed to (540) 382-5783, or e-mail: mcpurchasing@montgomerycountyva.gov. Questions should be submitted prior to the close of business December 4, 2023.

<u>DUE DATE</u>: Sealed Proposals will be received until <u>December 14, 2023</u>, up to and including <u>3:00PM</u>. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

<u>ADDRESS</u>: 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.

<u>COMPANY INFORMATION/SIGNATURE</u>: 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 N/A
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# 24-03 Water Meter Replacement

I. <u>PURPOSE</u>: The intent and purpose of this Request for Proposal (RFP) is to solicit proposals from qualified sources to establish a contract through competitive negotiation with a qualified contractor to replace water meters for Montgomery County Public Service Authority, herein referred to as "MCPSA" or "the PSA", in Montgomery County, Virginia herein after referred to as "County."

II. BACKGROUND:

A. General 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 <u>Blacksburg</u> and <u>Christiansburg</u>, 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 <u>Virginia Polytechnic Institute and State University</u> (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 2020 population of 100,839. (This includes two incorporated towns, Blacksburg and Christiansburg, with a combined population of approximately 67,365.)

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

B. Specific Background

Montgomery County Public Service Authority currently provides water to approximately three thousand seven hundred (3,700) residential water customers in multiple areas and communities within Montgomery County. Maps and/or plans can be provided to help determine locations of existing meters and PSA staff will be available to assist in locating meters. The PSA is replacing most residential water meters within the system to improve accuracy of meter reading and improve efficiency.

III. STATEMENT OF NEED:

MCPSA desires to partner with a qualified contractor to provide all labor, supervision, tools, and equipment to remove and replace water meters in various areas throughout Montgomery County serviced by the PSA per the Statement of Need and requirements contained herein:

A. SPECIFICATIONS AND REQUIREMENTS:

1. General Requirements:

- a. Contractor shall disconnect and remove old/existing water meter from meter box
- b. Contractor shall clean out meter box to be able to determine type of pipe entering and exiting meter box
- c. Contractor shall record type of pipe entering and exiting the meter box on and provide the information to the PSA via a mutually agreed upon method.
- d. Contractor shall record information from old water meter and provide information to the PSA via mutually agreed upon method.
- e. Contractor shall record information from new water meter and provide to the PSA via a mutually agreed upon method.
- f. Contractor shall prepare water meters for installation. For some meters this may include removing expander from old meter and attaching to new meter.
- g. Contractor shall install new gaskets at water meter connection points
- h. Contractor shall install new water meter (including radio), turn on water, ensure there are no leaks, and correct any leaks if necessary
- i. Contractor shall return the old meters to the PSA unless otherwise negotiated.
- j. Contractor shall clean up all packaging, debris from meter box and should dispose of in a dumpster/container provided by the PSA.

2. Schedule and Quantities

- a. There are approximately three thousand (3,000) 5/8" x 3/4" residential water meters to be replaced. This quantity is subject to adjustment, depending on how many water meters may be replaced by MCPSA staff prior to contract award.
- b. Contractor will be required to coordinate work and schedule with the PSA to determine how many meters will be replaced in a given period of time.
- c. Contractor must provide recorded documentation for each meter replaced at a frequency to be mutually agreed upon and in a format mutually agreed upon.

B. MCPSA RESPONSIBILITIES:

- 1. The PSA will provide the following:
 - a. New water meters and radios
 - b. New water meter gaskets
 - c. Expander wheels as needed
 - d. Container for disposal of trash and debris
 - e. Assistance in finding/locating meters

C. Exceptions:

a. Any and all deviations from, or exceptions to, the above specifications and requirements must be listed and prominently displayed in proposal materials and should be clearly stated by the offeror in a separate section titled "Exceptions".

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

- 1.<u>RFP Response</u>: In order to be considered for selection, Offerors must submit a complete response to this RFP to include:
 - a. One (1) original and three (3) paper copies of the entire proposal INCLUSIVE OF ALL ATTACHMENTS. Any proprietary information should be clearly marked.
 - b. **One** (1) **electronic copy** in WORD format or searchable PDF (USB/Flash Drive) of the entire proposal as one document, **INCLUSIVE OF ALL ATTACHMENTS** mailed along with the hard copy above. Any proprietary information should be clearly marked.
 - c. Should the proposal contain **proprietary information**, proved **one** (1) **redacted** electronic copy in WORD format or searchable PDF (USP/Flash Drive) of the entire document **INCLUSIVE OF ALL ATTACHMENTS**. **All identified proprietary information should be blacked out**. This USB/Flash Drive should be marked "*Redacted Copy*".
 - d. Response shall be submitted to:

Jeff Groseclose, CPPB, Procurement Manager Montgomery County Purchasing Department 755 Roanoke Street, Suite 2C Christiansburg, VA 24073

Identify on outside of envelope: Sealed RFP # 24-03

RFP Due date and hour: December 14, 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 Manger 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 County.
- 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. Describe your company's experience in providing the goods and services outlined in the Statement of Needs. Include your employees' experience and expertise in this line of work.

- 3. Describe the size of your staff and how many workers you would use to complete the work outlined in the Statement of Need.
- 4. Provide an estimated timeline to complete the work, including your flexibility to coordinate scheduling with the PSA.
- 5. Describe methods you would use to complete the work, including the manpower, tools, and equipment.
- 6. Describe how you would provide the required reports and documentation to the PSA, and what format will be used for the reports and documentation.
- 7. Provide a copy of your contractor's license.
- 8. Confirm if your company has the appropriate insurance as required in the RFP and will be able to provide a certificate of insurance naming the PSA as additionally insured if awarded a contract.
- 9. Provide a clear and concise pricing schedule that includes a price per meter and hourly rates for any unexpected work that may not be included in the Statement of Need.
- 10. Provide all contact information for customer service, questions, coordinating and scheduling working, billing, etc.
- 11. Please provide three (3) 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 and/or the PSA has your permission to contact.

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 shall select the offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to that offeror(s). Montgomery County reserves the right to award more than one contract as a result of this solicitation. 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 County using the following criteria:

Each proposal will be evaluated on the following criteria:

	EVALUATION CRITERIA	WEIGHT
1.	Qualifications and experience	25
2.	Capabilities, Skills and Capacity	20
3.	Method and plan for providing services	25
4.	References	10
5.	Cost of Services	20

VI. OPTIONAL PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be held at 2:30 pm on, December 1, 2023 at 755 Roanoke Street, Christiansburg, VA 24073 in Multipurpose Room #2. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Potential offerors may also attend by teleconference.

Email <u>mcpurchasing@montgomerycountyva.gov</u> no later than 5:00 pm on November 30, 2023 to pre-register for the conference and to receive instructions for attending in person or by teleconference. If you do not pre-register by this deadline, there is no guarantee you will receive instructions prior to the meeting to attend via teleconference.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring/have a copy of this solicitation with you during the conference. Any changes resulting from this conference will be issued in a written addendum to this solicitation.

Potential offerors are encouraged to submit written questions before the conference so questions may be addressed during the meeting. Written questions must be submitted by email to Jeff Groseclose at mcpurchasing@montgomerycountyva.gov no later than close of business on December 4, 2023.

VII. <u>CONTRACT ADMINISTRATION</u>: Chuck Campbell, Director of Montgomery County Public Service Authority, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or their 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 their 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: Payment for goods/services will be made within 30 days of receipt of invoice or receipt of goods/services, whichever is later. The PSA will authorize payment to the Contractor after receipt of Contractor's correct invoice for goods or services rendered.

Montgomery County Public Service Authority Attn: Chuck Campbell, Director 755 Roanoke Street, Suite 2I Christiansburg, VA 24073

IX. CONTRACT PERIOD: The term of this contract shall be from the award of contract until the project is complete per MCPSA acceptance and shall also include any warranty period, or as negotiated.

X. PRICING SCHEDULE:

Offerors should provide a clear and concise pricing schedule that includes a price per meter and hourly rates for any unexpected work that may not be included in the Statement of Need.

ATTACHMENT A

TERMS AND CONDITIONS

All Terms and Conditions herein apply to Montgomery County Public Service Authority as they would Montgomery County

GENERAL TERMS AND CONDITIONS

https://montgomerycountyva.gov/docs/default-source/purchasing-solicitations/rfp terms and conditions.pdf?sfvrsn=ecfd231d 2

SPECIAL TERMS AND CONDITIONS

- 1. ADDITIONAL GOODS AND SERVICES: The County may acquire other goods and services that the supplier provides than those specifically solicited. The County reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services as negotiated under the same terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products components, accessories, subsystems, or related services that are newly introduced during the term of the contract. Such additional goods and services will be provided to the County at favored nations pricing. The exact pricing of these goods and services will negotiated and determined at the time of procurement.
- 2. **ADVERTISING**: In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Montgomery County will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- 3. **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.
- 4. **AUTHORIZED USERS**: Additional State agencies, institutions and/or other public bodies may be added or deleted to receive the goods or services resulting from this solicitation. Montgomery County Purchasing Department shall be notified by the contractor or the specific agency intending to use the contract to determine if a written modification to the contract is necessary. Such modifications, when/if required, shall name the specific agency added or deleted and the effective date.
- 5. **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.
- 6. 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.
- 7. **DEBARMENT**: Contractor certifies by submitting your response to this solicitation that the contractor is not currently suspended or debarred by the Federal Government or any state or local government, nor is the contractor an agent of any person or entity that is currently suspended or debarred.
- 8. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the County's authorized representative that the work is operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor
- 8. **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.
- 9. 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 \$500,000.00

The 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.

- 10. 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.
- 11. **PROPOSAL ACCEPTANCE PERIOD**: Any proposal received in response to this solicitation shall be valid for (120) days. At the end of the (120) days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an

- award is made or the solicitation is cancelled.
- 12. **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.
- 13. **UNIQUE ENTITY INDENTIFIER:** Contractor agrees they are registered with Sam.gov or will register upon award. The contractor either has, or will obtain, a Unique Identity Identifier (UEI) number and agrees to provide the UEI number to the County upon award.
- 14. **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, 202__, 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:** Title: Title: