

**COUNTY OF SHENANDOAH  
600 N. Main Street, Suite 102  
Woodstock, VA 22664  
May 22, 2015**

**Request for Proposal Number:** 2015-005

**Subject:** Equipment for installation at the County's North Fork Wastewater Treatment Plant

**Proposal Issuing Date:** Friday, May 22, 2015

**Proposal Closing Date:** Friday, June 12, 2015

**Proposal Submittal To:**

Mr. Evan L. Vass  
Assistant County Administrator  
600 N. Main Street, Suite 102  
Woodstock, VA 22664

Ladies and Gentlemen:

Written proposals for the supply for the goods and services fully described in the enclosed contract specifications will be accepted until Friday, June 12, 2015 at 2:00 p.m.

Four (4) proposals must be submitted and prepared in conformance with the enclosed Proposal Information and Requirements. Failure to meet any standard set forth in the Proposal Information and Requirements may result in the rejection of the proposal. The enclosed Proposal Information and Requirements is hereby incorporated in and made a part of this request for proposal by reference.

Any offeror shall be afforded the opportunity to inspect proposal records after evaluation and negotiation, unless the County elects not to accept any of the proposals and to reopen RFP 2015-005. Proposal records shall be open to the general public after award of contract.

The contract will be awarded after competitive negotiation.

All inquiries for information regarding procurement procedures, proposal submission requirements, or other fiscal/administrative concerns shall be directed to:

Evan L. Vass  
Assistant County Administrator  
600 N. Main Street  
Suite 102  
Woodstock, Virginia 22644

Phone: 540-459-6165

For technical information relating to this RFP, please contact:

Earl Sutherland, PE  
Pennoni Associates  
117 East Piccadilly Street  
Suite 200  
Winchester, VA 22601

Phone: 540-667-2139

E-mail: [esutherland@pennoni.com](mailto:esutherland@pennoni.com)

**CERTIFICATION PAGE**  
**RETURN THIS COMPLETED PAGE WITH PROPOSAL**

Name	_____	Date	_____
	PRINT OR TYPE COMPANY NAME		
Address	_____	Fax #	_____
	_____		
Submitted by	_____	Phone #	
	PRINT OR TYPE INDIVIDUAL'S NAME		
Signature	_____	FEIN/SSN	_____

Shenandoah County is currently seeking proposals from wastewater equipment manufacturers to provide blowers and mixing equipment for installation by County personnel in the North Fork Regional Wastewater Treatment Plant.

The following shall govern this project:

1. *Specifications:* Attached as **Exhibit A.**
2. *Proposal Information and Requirements:* attached as **Exhibit B** shall govern this project.
3. *Proposal Documents:* A minimum of four (4) complete proposals must be signed and sealed in envelopes/packaging plainly marked on the outside, "**North Fork WWTP Improvements**" and should be submitted to Mr. Evan L. Vass, Assistant County Administrator, 600 North Main Street, Suite 102 Woodstock, VA, 22664.

Proposals will be opened and acknowledged by the County Administrator or a designee at the County Administrator's Office, 600 North Main Street, Suite 102, Woodstock, Virginia. Proposals will subsequently be evaluated by a committee. The Offeror should price each equipment item listed in Exhibit A individually. Prices quoted should be inclusive of all costs including shipping to the project site.

The County reserves the right to select individual equipment items from any proposal. However the Offeror may include a discount proposal for multiple selections of equipment items.

Upon receipt of the proposals, a selection committee will evaluate each proposal. If more than three proposals are received, the selection committee may rank the top three and invite each Offeror to make a presentation to the committee prior to making a final selection.

The Proposal Evaluation Criteria will be as follows:

1. Completeness of Information
2. Equipment Robustness
3. Budgetary Cost
4. Life Cycle Cost
5. Ease of Operation and Maintenance
6. References for Similar Installations

## **Background**

The North Fork Regional Wastewater Treatment Plant is located at 850 Aileen Road, Edinburg, Virginia, in central Shenandoah County between the Towns of Woodstock and Edinburg. The facility is owned by Shenandoah County and operated under contract by Inboden Environmental Services. The facility was designed and constructed in 1991 – 1992 and originally treated a textile wastewater. Acquired by the County in 1998, the treatment works now treats landfill leachate and a variety of other high strength wastewaters including septage. Influent flows vary widely but average 15,000 to 25,000 GPD.

The existing treatment process includes flow equalization, biological stabilization (activated sludge), settling, and disinfection prior to discharge to the North Fork of the Shenandoah River. (See Figure 1 in Exhibit A.)

Many of the treatment plant components are reaching the end of their useful life and must be

refurbished or replaced. This request for proposals is aimed at securing mixing equipment for the flow equalization basin and mixing equipment for one biological stabilization basin.

## ***Exhibit A***

### **Specifications for North Fork Regional Wastewater Treatment Plant Improvements**

All Offerors are strongly encouraged to attend the non-mandatory pre-proposal meeting at the North Fork Wastewater Treatment Plant, 850 Aileen Road, Edinburg, VA 22842 on Tuesday, June 2 at 10:00 am to inspect the treatment works. To confirm the site visit contact Rodney McClain, Director of Public Utilities, Stoney Creek Sanitary District, County of Shenandoah, 600 N. Main Street, Suite 106, Woodstock, Virginia, 22664, 540-459-7491

The materials and equipment to be provided under this RFP will include the following:

1. **Mixing equipment for the influent surge basin. (See Figures 2, 3, and 4)**

One or more surface mixers are to be provided to achieve complete mixing of the concrete lined basin under basin full conditions. The basin dimensions are as shown on attached Figure 2. The contents of the basins should be assumed to be untreated wastewater with relatively high suspended solids concentrations (greater than 350 mg/l).

There are two 10 HP floating aerators currently in service. Mooring points for anchoring the mixing units. Emphasis should be focused on life cycle efficiency and optimum maintenance of basin temperatures during cold weather.

2. **Mixing equipment for one biological treatment tank. (Refer to Figures 6, 7, and 8)**

One or more submerged, rail mounted or otherwise retrievable mixer(s) are to be provided to achieve complete mixing of both rectangular aeration basins during periods when the aeration system is not in operation. Emphasis should be focused on life cycle efficiency and optimum maintenance of basin temperatures during cold weather.

3. **Non-binding budgetary quotation for any and all equipment.**

460V, 3 ph, 60 hz electrical service is available at all equipment locations.

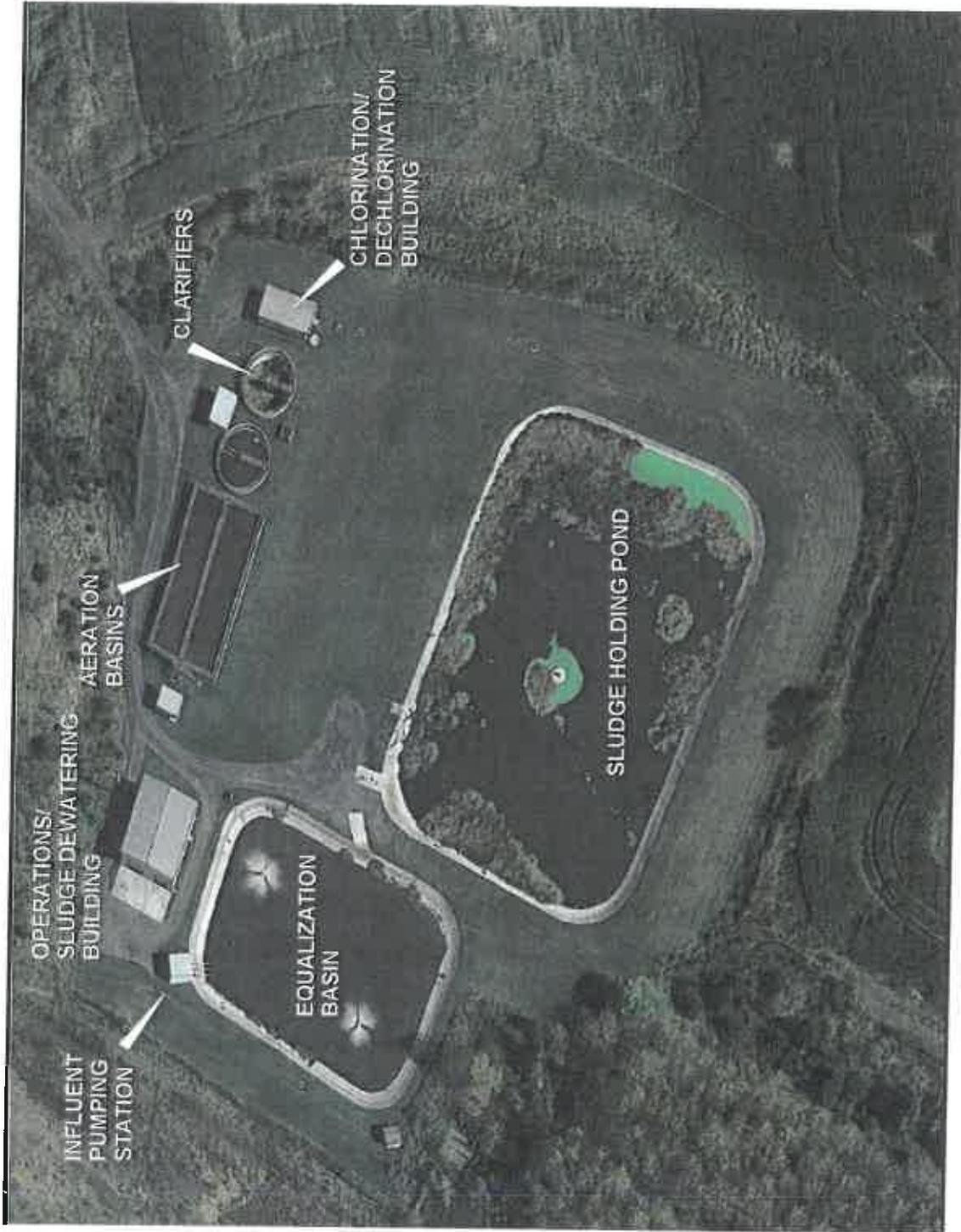
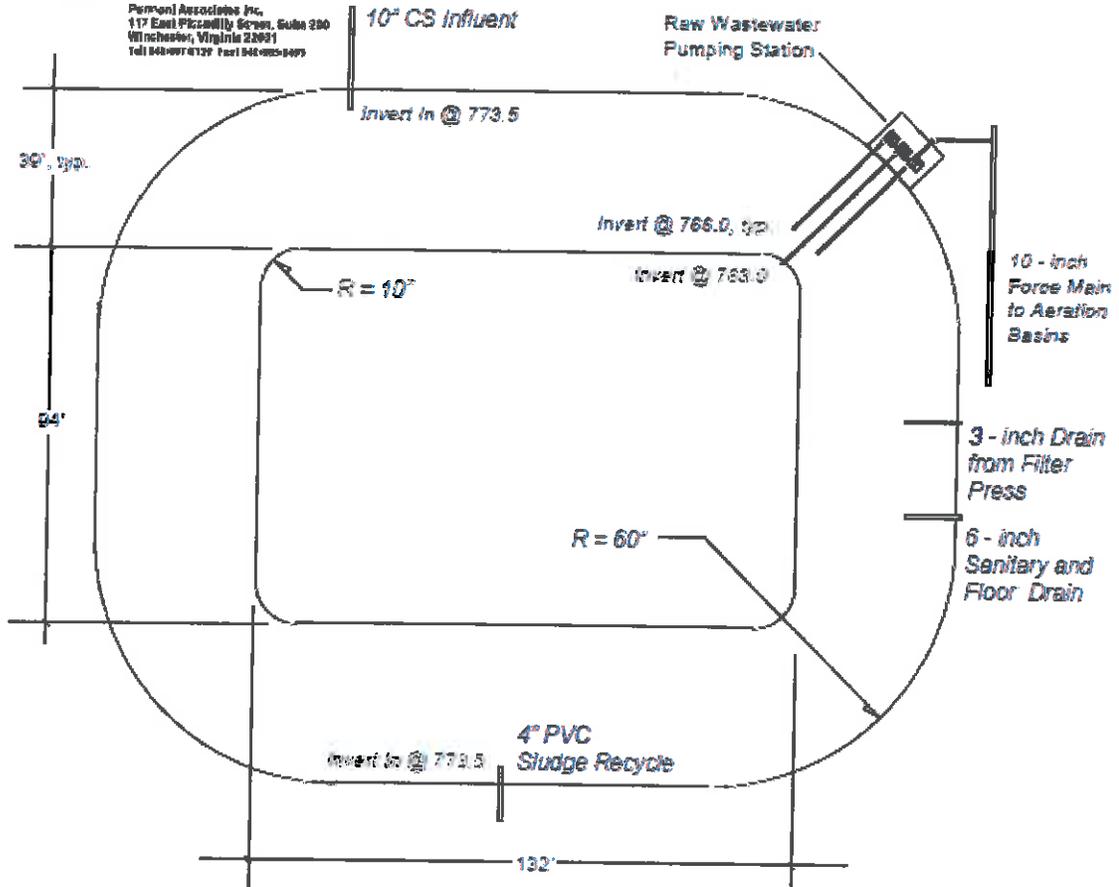


Figure 1  
NORTH FORK REGIONAL WASTEWATER TREATMENT PLANT



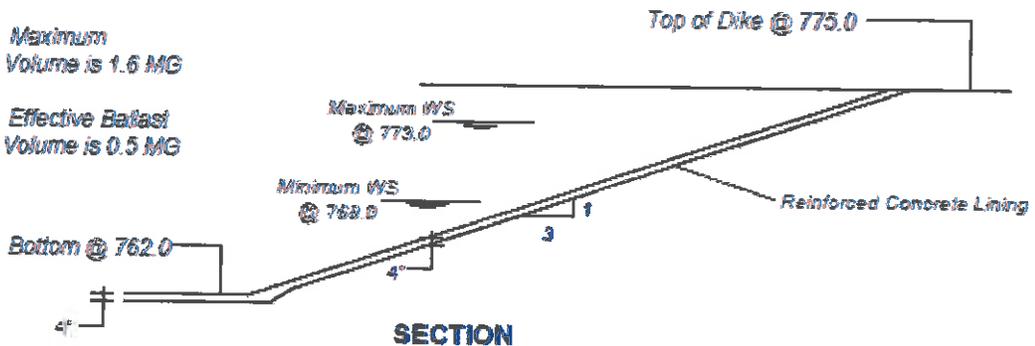
Pennoni Associates Inc.  
 117 East Piccadilly Street, Suite 200  
 Winchester, Virginia 22091  
 Tel: 540-667-4127 Fax: 540-665-8095



PLAN

NOTE: Maximum Volume is 1.6 MG

Effective Ballast Volume is 0.5 MG



SECTION

SOURCE: NET Drawings 006004C03,  
 006004C07, 006004M02, and  
 006004M05

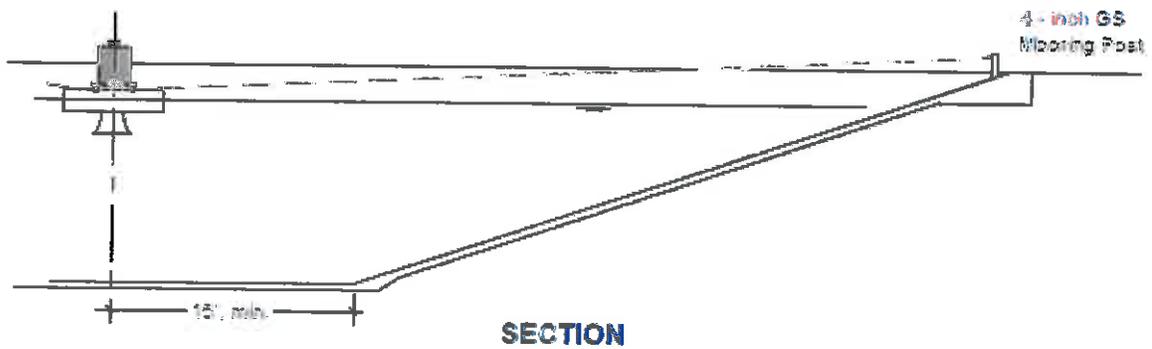
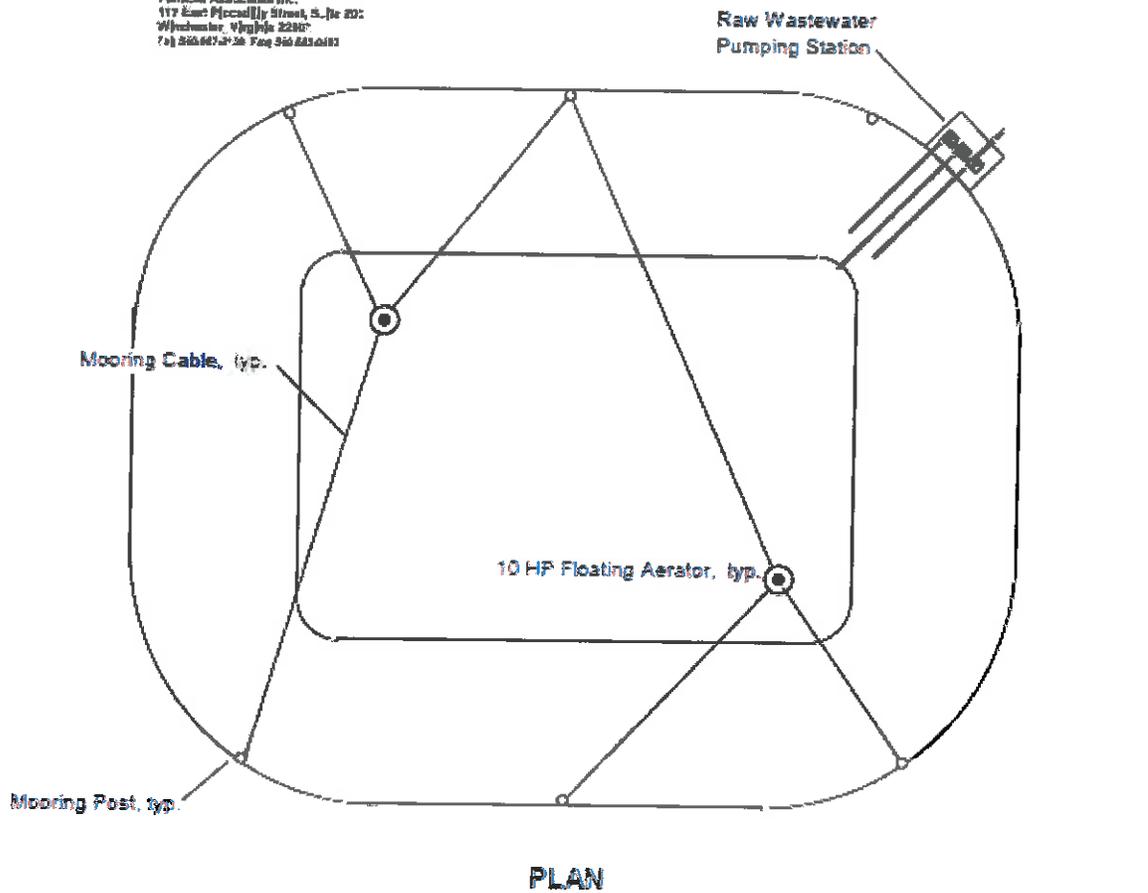
**Figure 2**  
**NORTH FORK REGIONAL WASTEWATER TREATMENT FACILITY**  
**EQUALIZATION BASIN**

Revision 1.0

March 2015



Pennoni Associates Inc.  
117 East Pickett/ly Street, S. Jr. 202  
Winchester, Virginia 22091  
Tel: 202.667.2726 Fax: 202.661.0483



SOURCE: NET Drawings 006004C03  
and 006004M05

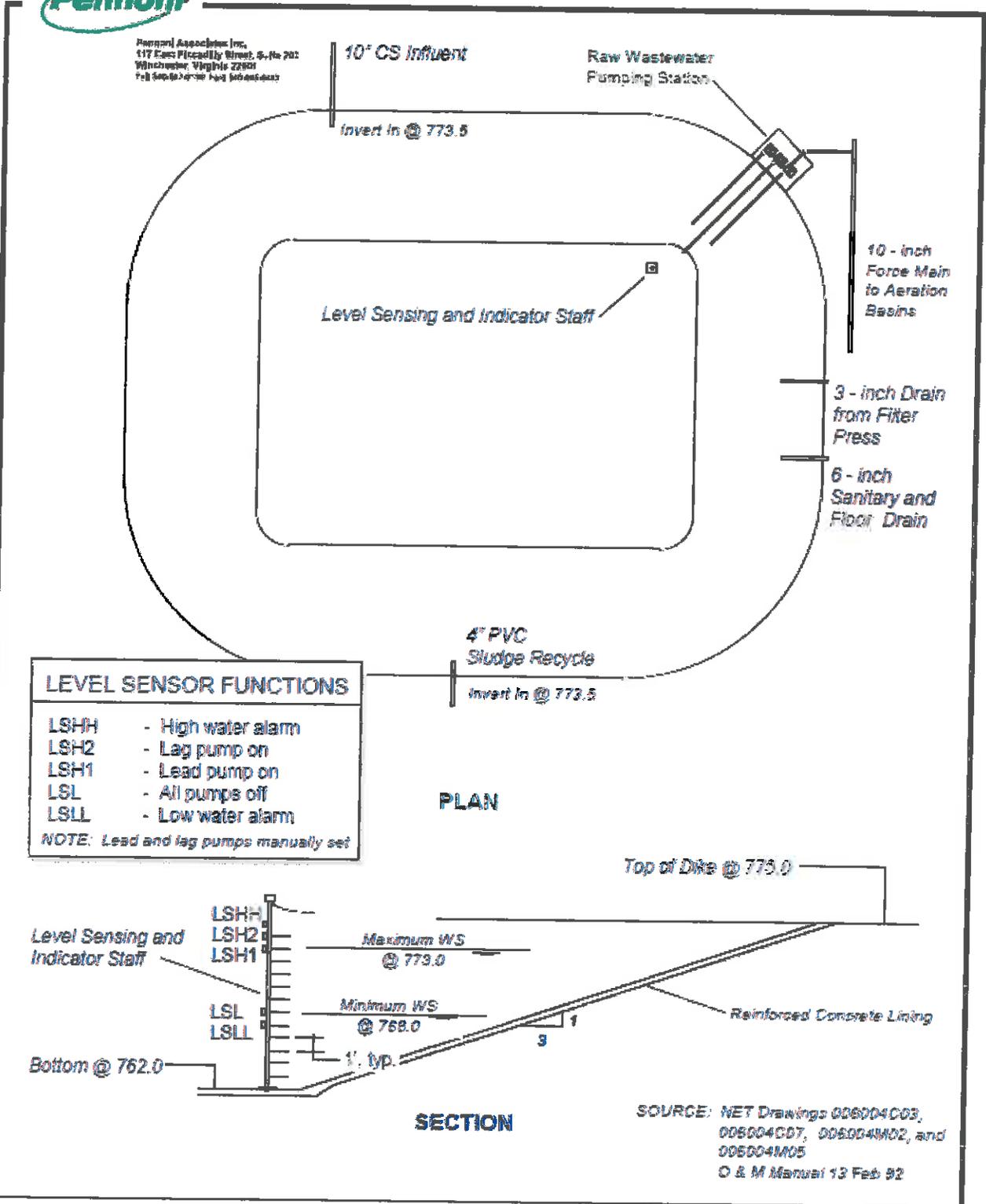
**Figure 3**  
**NORTH FORK REGIONAL WASTEWATER TREATMENT FACILITY**  
**EQUALIZATION BASIN AERATOR LOCATION**

Revision 1.0

March 2015

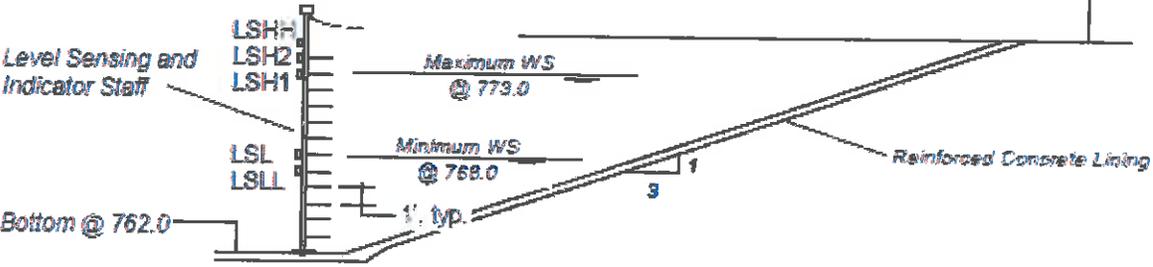


Pennoni Associates, Inc.  
 117 East Piccadilly Street, S. No. 202  
 Winchester, Virginia 22901  
 Tel: 540/756-1200 Fax: 540/756-1202



LEVEL SENSOR FUNCTIONS	
LSHH	- High water alarm
LSH2	- Lag pump on
LSH1	- Lead pump on
LSL	- All pumps off
LSLL	- Low water alarm

NOTE: Lead and lag pumps manually set



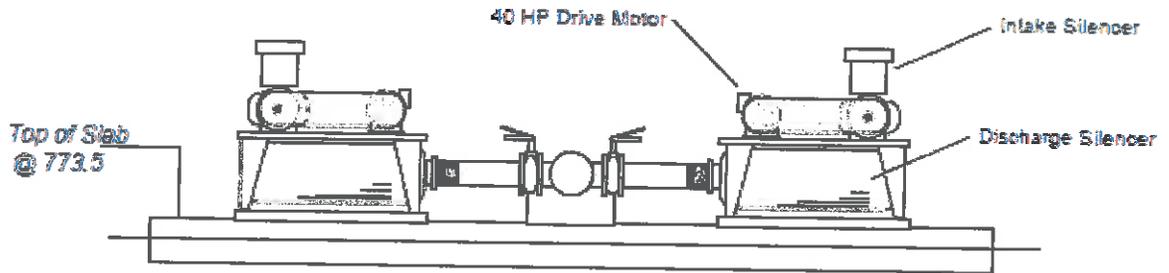
SOURCE: NET Drawings 006004C03,  
 006004C07, 006004M02, and  
 006004M05  
 O & M Manual 13 Feb 92

**Figure 4**  
**NORTH FORK REGIONAL WASTEWATER TREATMENT FACILITY**  
**EQUALIZATION BASIN LEVEL CONTROLS**

Revision 1.0
March 2015

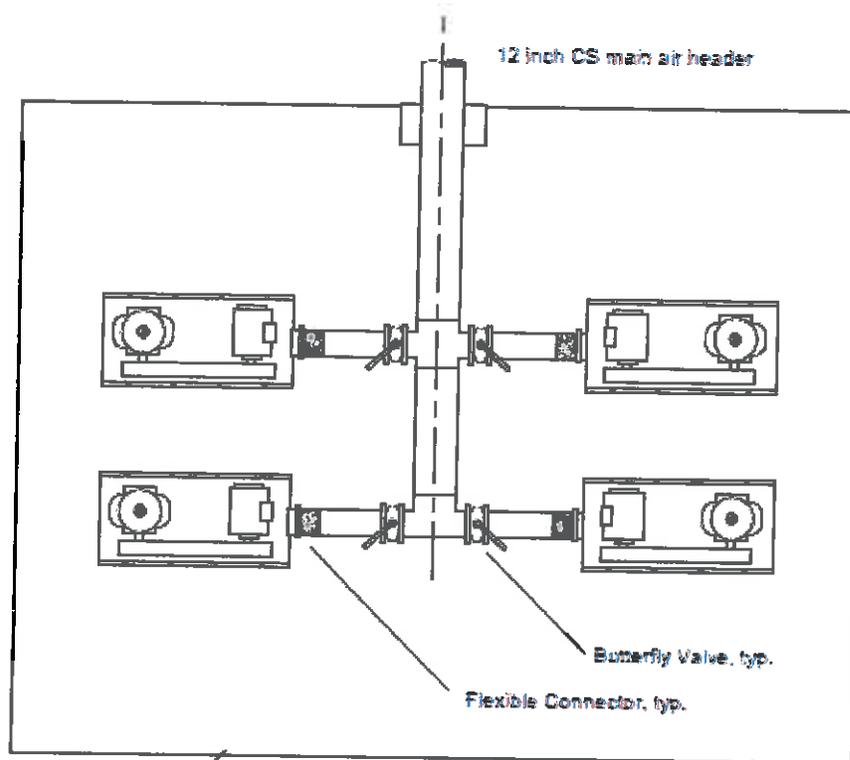


Pennoni Associates Inc.  
117 East Pleasantly Street, S. 1st 202  
Winchester, Virginia 22391  
Tel: 540-867-7070 Fax: 540-867-0022



### ELEVATION

NOTE: Two blowers are out of service



### PLAN

SOURCE: NET Drawing 006004M02

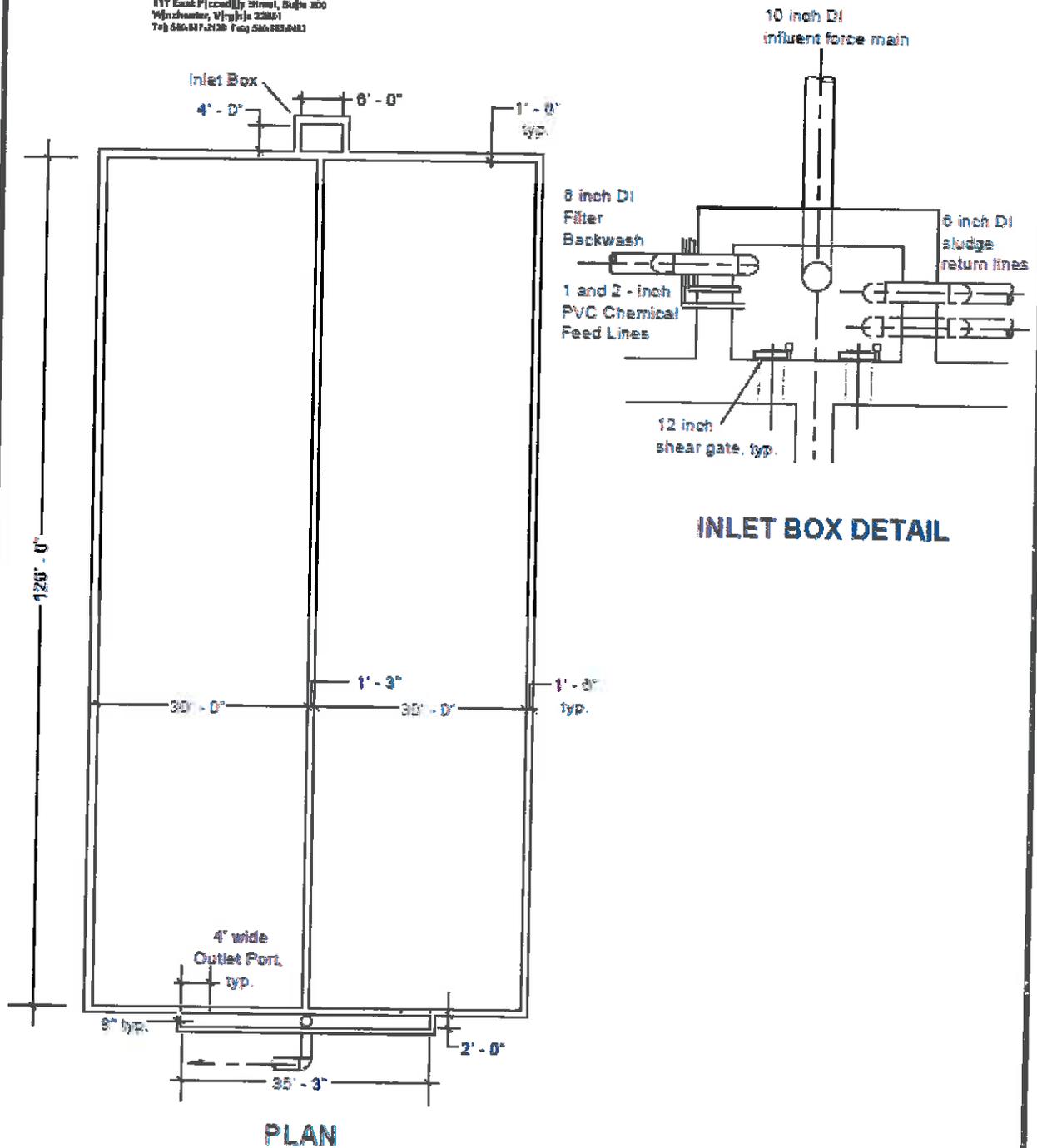
**Figure 5**  
**NORTH FORK REGIONAL WASTEWATER TREATMENT FACILITY**  
**AERATION BASIN BLOWERS**

Revision 1.0

March 2015



Pennoni Associates, Inc.  
117 East Fritchfield Street, Suite 200  
Winchester, VA 23391  
Tel: 540-871-2120 Fax: 540-883-0443



SOURCE: NET Drawings 006004S02  
and 006004M02

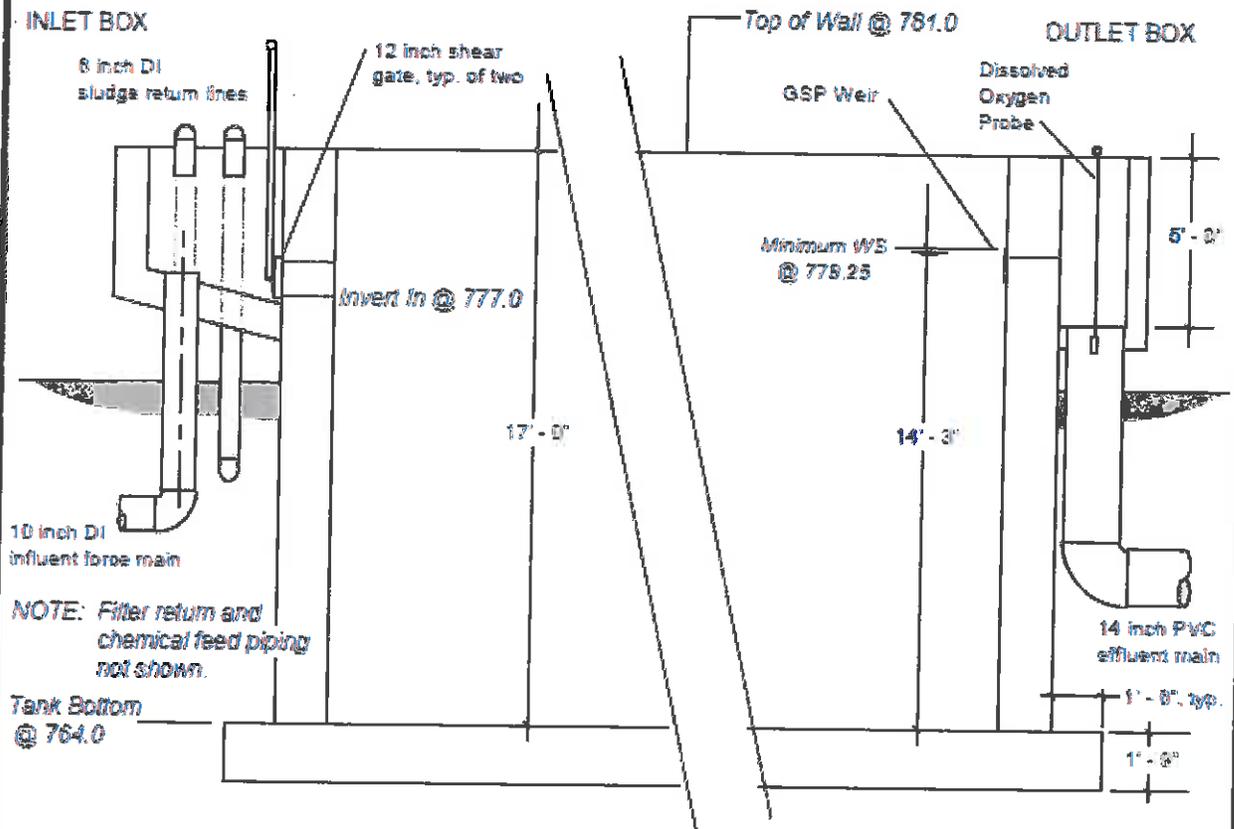
**Figure 6**  
**NORTH FORK REGIONAL WASTEWATER TREATMENT FACILITY**  
**AERATION BASIN PLAN**

Revision 1.0

March 2015



Pennoni Associates Inc.  
 117 East Piccadilly Street, Suite 200  
 Winchester, Virginia 22601  
 Tel: 541-987-0133 Fax: 541-985-5463



**NOTE:** Filter return and chemical feed piping not shown.

**CENTER SECTION**

**NOTE:** Interior dimensions of each tank are 120' x 30' x 14'-3", s.w.d. or 385,000 gallons.

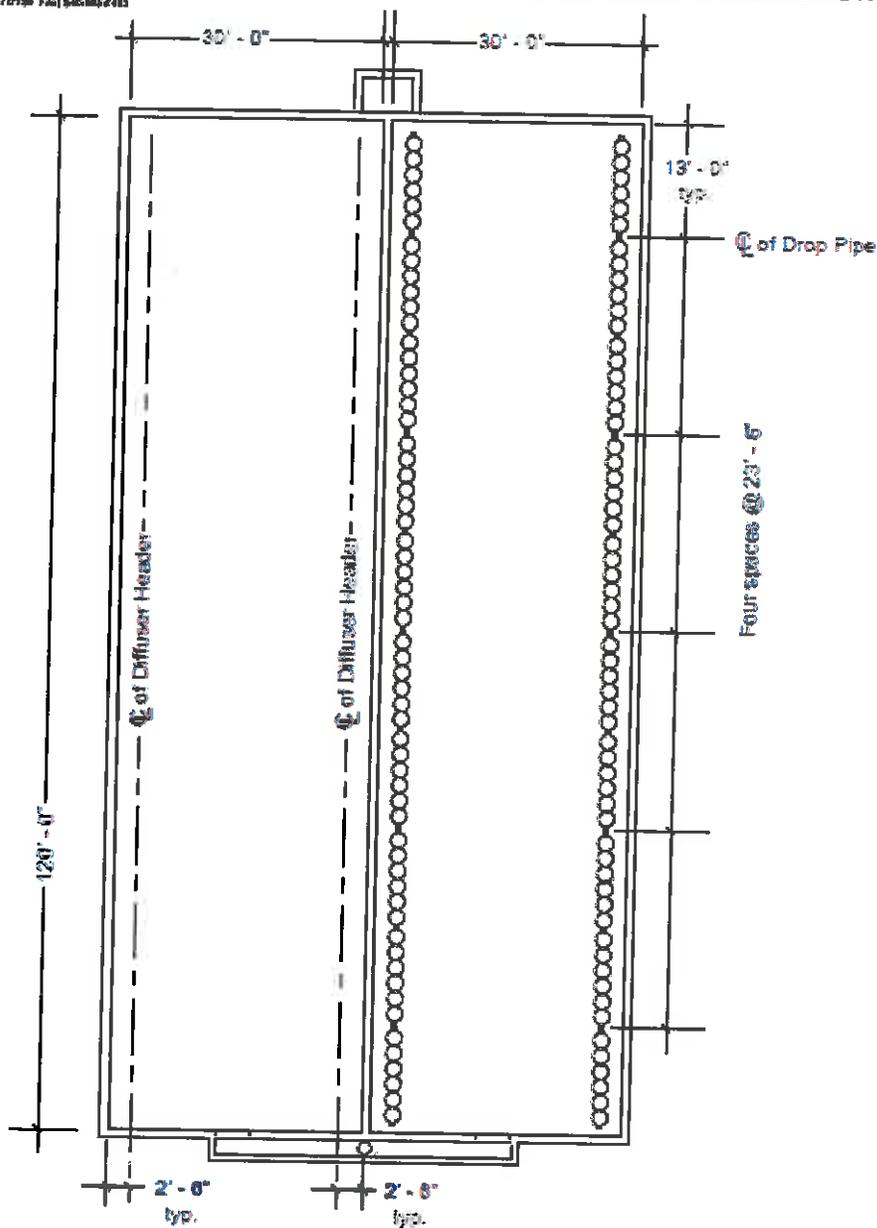
SOURCE: NET Drawings 006004S02 and 006004M02

<b>Figure 7</b> <b>NORTH FORK REGIONAL WASTEWATER TREATMENT FACILITY</b> <b>AERATION BASIN SECTION</b>	Revision 1.0
	March 2015



Pennoni Associates, Inc.  
 917 East Pigeonhole Street, Suite 200  
 Winchester, Virginia 22601  
 Tel: 540-667-0198 Fax: 540-667-0195

NOTE: The total number of diffusers is 240.



**PLAN**

SOURCE: Envirex Drawing 11081 - 101

**Figure 3**  
**NORTH FORK REGIONAL WASTEWATER TREATMENT FACILITY**  
**AERATION PIPING ARRANGEMENT**

Revision 1.0

March 2015

**EXHIBIT B**

**SHENANDOAH COUNTY, VIRGINIA**

**PROPOSAL INFORMATION AND REQUIREMENTS**

1. **General:**

- a. Subject to the conditions, specifications, and instructions below, proposals will be received at the County's Administration Offices, 600 North Main Street, Suite 102, Woodstock, Virginia 22664 until the time and date specified in the Request for Proposal.
- b. Offerors should respond to separate Requests for Proposals separately.
- c. The terms of this document shall form a portion of any contract between the County and the successful offeror, whether or not these terms are expressly incorporated into the contract form.

2. **Contents of Proposals:**

- a. Unless the specifications expressly provide otherwise, where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If, however, the bidder proposes similar but not identical items, he must furnish full particulars to the County for review and to assure equality of items. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equal, and he will be required to deliver the exact article specified.
- b. Offeror shall submit with the proposal descriptive literature of the commodities, equipment, materials, supplies or services which he proposes to furnish, if such articles are other than the exact item specified.
- c. Samples of items, if requested, shall be furnished by the offeror without charge. Upon request, the samples will be returned at the offeror's expense; otherwise, samples may be destroyed or consumed.
- d. Time of proposed delivery should be stated in number of calendar days. General terms such as "stock," "immediately," and "as soon as possible," may be cause for rejection. Unless otherwise specified, quote earliest delivery date as it may be considered a factor in making award.
- e. The proposal, and any other documents required, shall be enclosed in a sealed opaque envelope.

- f. Unless the Request for Proposal concerns professional services, the proposal shall state the offeror's price, and the County will consider price in ranking the proposals.

3. **Offeror's Representations:**

- a. Each offeror, by submitting a proposal in response to this request for proposals, represents that the offeror has read and understands the contract specifications and has familiarized himself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the work.
- b. The failure or omission of any offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint himself with conditions existing at the site, shall in no way relieve any offeror from any obligations with respect to his proposal or to the contract.

4. **Contractor's Registration:**

- a. Contractors are referred to Chapter 11 of Title 54.1 of the Code of Virginia, concerning residency issues, licensing issues, and evidence of licensure. Contractors shall submit proper evidence of their registration.

5. **Addenda:**

- a. If any party contemplating the submission of a proposal on this request for proposal is in doubt as to the true meaning of any part of the plans, specifications or other documents, he should submit a written request for an interpretation thereof to the County. An interpretation of the contract specifications will be made only by addendum duly issued to each party receiving a request for proposal. Addenda will be available at the County offices for review by any interested party. The County shall not be responsible for explanations or interpretations of contract specifications except as issued by addendum.
- b. Any changes to the request for proposal and contract specifications shall be in the form of a written addendum from the County which shall be signed by the Purchasing Agent or any duly authorized representative.
- c. The County will endeavor to issue all addenda no later than four (4) calendar days prior to the date set for the receipt of proposals except for addenda extending the date for the receipt of proposals or withdrawing the request for proposals.
- d. Each offeror shall be responsible for determining that all addenda issued by the County for the request for proposals have been received before submitting a proposal for the work.

- e. Each offeror shall acknowledge the receipt of each addendum in his proposal.
- e. The County may issue addenda by facsimile transmission, email, or any other method reasonably calculated to result in timely delivery to the potential offerors.

6. **Taxes:**

- a. The successful offeror shall pay all state, local, and federal taxes. Said taxes shall not be in addition to the contract price between the County and the successful offeror, as the taxes shall be an obligation of the successful offeror and not of the County, and the County shall be held harmless for the same by the successful offeror.

7. **Submission of Proposals:**

- a. Please mail or deliver all proposals in hard copy. Please do not send proposals by fax, email, or telegraph.
- b. The envelope containing the proposal should be sealed and marked in the lower left-hand corner with the request for proposal number, commodity, and hour and due date of the proposal. Additional copies of proposals should be enclosed in the same envelope as the original proposal.
- c. If a proposal contains proprietary information or trade secrets, such information must be submitted in a separate sealed and resealable envelope, and clearly marked as such.

8. **Modification of Proposal:**

- a. A proposal may be modified or withdrawn by the offeror anytime prior to the time and date set for the receipt of proposals. The offeror shall notify the County, in writing of his intentions.
- b. Modified and withdrawn proposals may be resubmitted to the County up to the time and date set for the receipt of proposals.

9. **Award of Contract:**

- a. The County reserves the right to waive any informality in proposals and to reject any or all proposals.
- b. The contract documents shall be subject to and governed by the laws of the Commonwealth of Virginia and the County. Any dispute arising out of the contract documents, their performance, or their interpretation shall be litigated only in the Circuit Court of the County of Shenandoah, Virginia.

10. **Bonds:**

- a. If the successful offeror is required to furnish a Performance Bond and a Labor and Material Payment Bond by the request for proposals, or if the proposal is for a construction contract in excess of \$100,000, the successful offeror will be required to furnish a Performance Bond and a Labor and Material Payment Bond in accordance with the requirements of § 2.2-4337 of the Code of Virginia.

11. **Insurance:**

- a. Unless expressly waived by the County, the successful offeror shall maintain insurance to protect himself and the County from claims under the Worker's Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by the offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the specifications of this section, or the requirements of applicable law, if greater.

The successful offeror shall carry public liability insurance at least in the amounts specified below, including the contractual liability assumed by the contractor, and shall deliver Certificates of Insurance from carriers acceptable to the owner specifying such limits, with the County named as an additional insured. In addition the insurer shall agree to give the County 30 days notice of its decision to cancel coverage.

- Worker's Compensation and Employer's Liability  
Standard Virginia Worker's Compensation
- Automobile Liability, including Owned, Non-Owned and Hired Car Coverage  
Bodily Injury - \$2,000,000 each person, \$2,000,000 each occurrence  
Property Damage - \$250,000 each occurrence
- Comprehensive General Liability  
Bodily Injury - \$2,000,000 per occurrence, \$2,000,000 annual aggregate  
Property Damage - \$250,000 per occurrence, \$250,000 annual aggregate

Including Completed Operations/Products, Contractual Liability for Specified Agreement, Personal Injury, (XCU) Explosion, Collapse and Underground Coverage, Broad Form Property Damage

12. **Successful Offeror's Performance:**

- a. The successful offeror shall furnish all labor, materials and equipment necessary to fulfill the requirements of the contract in strict compliance with

the general terms, conditions, specifications and drawings of his proposal and the contract documents.

- b. The successful offeror agrees and covenants that his agents and employees shall comply with all Town, County, State and Federal laws, and rules and regulations applicable to the business to be conducted under the contract.
- c. The successful offeror shall ensure that his employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- d. The successful offeror shall cooperate with County officials in performing the work so that interference with existing County operations will be held to a minimum.
- e. The successful offeror agrees and covenants that he shall indemnify and hold the County and its employees and agents harmless against and from all liability, claims, damages and costs, including attorneys fees of every kind attributable to bodily injury, sickness, disease or death or to damage to or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under the contract, whether or not caused in part by a person or entity indemnified by this agreement.
- f. In case of any contractual default of the successful offeror, the County, after due notice may procure the goods and/or services detailed in the contract from other sources and hold the successful offeror responsible for all damages including, without limitation, attorneys fees and any other excess cost occasioned thereby.

13. **Employment Discrimination by Contractor Prohibited:**

- a. During the performance of this contract, the successful offeror agrees as follows:
  - (1) The successful offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a *bona fide* occupational qualification reasonably necessary to the normal operation of the contractor. The successful offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - (2) The successful offeror, in all solicitations or advertisements for employees placed by or on behalf of the successful offeror, will state that such contractor is an equal opportunity employer.

(3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

b. The successful offeror shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

14. **Drug Free Workplace:**

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the 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 the 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 the contractor that the 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.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

15. **Compensation:**

a. The successful offeror shall be required to submit a complete itemized invoice on each delivery or service which he may perform under the contract.

b. Payment shall be rendered to the successful offeror for satisfactory compliance with the terms, conditions and specifications of the contract and within forty-five (45) days after the receipt of the proper invoice.

16. **Successful Offeror's Obligation to Pay Subcontractors:**

a. The successful offeror awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to him by the County for work performed by his subcontractor(s) under the contract:

(1) Pay the subcontractor(s) for the proportionate share of the total

payment received from the County attributable to the work performed by the subcontractor(s) under the contract; or

- (2) Notify the County and subcontractor(s), in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. The successful offeror shall pay interest to the subcontractor(s) on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the County for work performed by the subcontractor(s) under the contract, except for amounts withheld as allowed by subparagraph a(2) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.
- c. The successful offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor(s).
- d. The successful offeror obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section shall not be construed to be an obligation of the County. A contract modification will not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

17. **Cancellation:**

- a. The County reserves the right to terminate the contract immediately: 1) in the event that the successful offeror discontinues or abandons operations; 2) if adjudged bankrupt, or reorganized under any bankruptcy law; or 3) fails to keep in force any required insurance policies or bonds.
- b. Failure of the successful offeror to comply with any section or part of its contract will be considered grounds for immediate cancellation of the contract by the County.
- d. If the successful offeror has not breached the contract but the County cancels it, the offeror will be paid by the County for all scheduled work completed satisfactorily by the successful offeror up to the termination date set in the written cancellation notice.

18. **Governing Documents:**

This procurement is subject to the terms of Chapter 43 of the Shenandoah County Code and the Shenandoah County Purchasing Procedures Manual. Copies of these documents are available upon request.

19. The County does not discriminate against faith-based organizations.