

County of Shenandoah Toms Brook-Maurertown Sanitary District

PUBLIC NOTICE OF REQUEST FOR PROPOSAL

Notice is hereby given that the County of Shenandoah; Toms Brook-Maurertown Sanitary District will accept written proposals from qualified offerors to provide professional services for a Radio Telemetry Feasibility Study. Proposals must be received in writing at the Office of the Sanitary Districts, 600 N. Main Street, Suite 106, Woodstock, VA 22664 no later than 2:00 p.m. local time on Thursday, September 3, 2015. Any proposal received after the specified time will be rejected. Three (3) original copies and one (1) electronic copy of the proposal should be forwarded to the Director of Public Utilities, Rodney W. McClain, Toms Brook-Maurertown Sanitary District, 600 N. Main Street, Suite 106, Woodstock, VA 22664. The proposal should clearly be marked "Professional Services for a Radio Telemetry Feasibility Study." The proposals shall be signed by an authorized proposer or representative. To receive a complete Request for Proposal, email tbmsd@shentel.net or visit www.shenandoahcountyva.us and Request for Proposals" under the "Businesses" section. Proposals shall be made in accordance with the Request for Proposal and made a part of this notice as though fully set for herein. Toms Brook-Maurertown Sanitary District reserves the right to reject any and all proposal and to waive informalities or irregularities in the best of the District. The District does not discriminate against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, faith-based organization or any other basis prohibited by state law relating to discrimination in employment.

**TOMS BROOK MAURERTOWN SANITARY DISTRICT
COUNTY OF SHENANDOAH**

August 20, 2015

REQUEST FOR PROPOSAL

Request for Proposal Number: TBMSD 2015-008

Subject: RADIO FEASIBILITY STUDY FOR EXISTING SCADA SYSTEM

Proposal Issuing Date: August 20, 2015

Proposal Closing Date: September 3, 2015

Proposal Submittal To:

**Rodney W. McClain, Director of Public Utilities
600 N. Main St., Suite 106
Woodstock, VA, 22664**

To all proposed offerors:

Written proposals for the supply of the goods and services fully described in the enclosed contract specifications will be accepted until *Thursday, September 3, 2015 at 2:00 pm.*

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

Proposals will be open for public inspection after the date and time set for submission.

The contract will be awarded after competitive negotiation.

**TOMS BROOK-MAURERTOWN SANITARY DISTRICT
COUNTY OF SHENANDOAH**

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL SERVICES FOR A RADIO TELEMETRY
FEASIBILITY STUDY**

August 20, 2015

The Toms Brook-Maurertown Sanitary District, located in the County of Shenandoah, is accepting proposals from qualified offerors to provide professional services for a Radio Telemetry Feasibility Study. Proposals must be received in writing at the office of the District, 600 N. Main Street, Suite 106, Woodstock, Virginia 22664, by no later than 2:00 p.m. local time on Thursday, September 3, 2015. Any proposal received after the specified time will be rejected. Three (3) original copies and one (1) electronic copy of the proposal should be forwarded to the Director of Public Utilities Rodney W. McClain, Toms Brook-Maurertown Sanitary District, 600 N. Main Street, Suite 106, Woodstock, Virginia 22664. The proposal should clearly be marked "Professional Services for a Radio Telemetry Feasibility Study". The proposals shall be signed by an authorized proposer or representative. To receive a complete Request for Proposal, email tbmsd@shentel.net or visit www.shenandoahcountyva.us and view "Request for Proposals" under "Businesses." Toms Brook-Maurertown Sanitary District reserves the right to reject any and all proposals and to waive informalities or irregularities in the best interest of the District. The District does not discriminate against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, faith-based organization or any other basis prohibited by state law relating to discrimination in employment.

**TOMS BROOK-MAURERTOWN SANITARY DISTRICT
COUNTY OF SHENANDOAH**

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL SERVICES FOR A RADIO FEASIBILITY
STUDY FOR EXISTING SCADA SYSTEM**

I. REQUEST FOR PROPOSAL (RFP)

The Toms Brook-Maurertown Sanitary District (the "District") invites qualified firms to submit proposals for professional services.

Three (3) original copies of the proposal should be forwarded to the Director of Public Utilities, Rodney W. McClain, Toms Brook-Maurertown Sanitary District, 600 N. Main Street, Suite 106, Woodstock, Virginia 22664, no later than 2:00 p.m. on Thursday, September 3, 2015. The proposal should clearly be marked "**Professional Services for Radio Telemetry Feasibility Study for Existing SCADA System**".

The selection criteria to be used in evaluating this proposal are set forth in Section V and VI.

For purposes of this RFP, Toms Brook-Maurertown Sanitary District shall be referred to as the "District"; persons responding to this RFP are "Offerors"; the "Contract" refers to a contract awarded under this RFP, and the person to whom the Contract is awarded is the "Offeror".

II. GENERAL INFORMATION

A. Purpose of this Request for Proposal (RFP)

Toms Brook-Maurertown Sanitary District is seeking professional engineering services for a radio feasibility study of remote wells and tanks to communicate with the existing SCADA system for its water treatment facility.

B. Background

Toms Brook-Maurertown Sanitary District provides water and sewer services to an area located within Shenandoah County which is a rural county located in the northern Shenandoah Valley about 90 miles west of Washington, DC. The County is approximately 512 square miles in size.

C. Project Narrative

This project involves the design and temporary installation of a Radio Telemetry System to prove the viability of a reliable data connection from various water sites throughout the county to the Toms Brook Water Treatment Plant SCADA system. The water system has 4 remote water sites that include the Toms Brook Tank, Toms Brook Well, Maurertown Tank and Maurertown Booster Pump Station. The on-site Radio Telemetry feasibility study will consist of temporary radio/antenna placement at the Toms Brook Water sites and the Maurertown Water sites. Signal strength, quality and reliability stored and analyzed using the integral Spectrum Scanner. A complete report and conclusions will be presented following the completion of this study. This study will determine if Radio Telemetry can reliably connect each of the 4 remote Water sites to the Main Water Treatment Plant for control and monitoring purposes.

III. SCOPE OF SERVICES TO BE PROVIDED

The proposed Radio Telemetry System and subsequent study shall consist of the following:

I. SYSTEM

1. Design and fabricate a Radio system which includes the following for each of the two test site scenarios: (Water Treatment Plant to Toms Brook Tank to Toms Brook Well) and (Water Treatment Plant to Maurertown Booster PS to Maurertown Tank).
2. Install the radio/antenna at each test site and establish a reliable signal connection. Collect data for signal strength, data packet reliability and bandwidth for 24 hours. Analyze and prepare a report based on these test results.
3. Supply the following minimum equipment for each test site (3 sites).
 - a. Ethernet Radio.
 - b. Yagi Directional Antenna and Pole
 - c. Lightning Protection
 - d. Power Supply

IV. CONTACT PERSON

Specific questions regarding requested services should be directed to:

Rodney W. McClain, Director of Public Utilities, tbmsd@shentel.net , 540-459-6287

V. PROPOSAL CONTENT

The following information shall be provided in a written proposal form, along with other data deemed relevant by the Offeror.

A.) Company profile: This should include the Offeror's headquarters; location of that office that will manage the Toms Brook-Maurertown Sanitary District contract; phone and fax number and email address; organizational structure, years in business, and number of full time employees, etc.

B.) Proposed project team. Please include resumes, e-mail addresses and telephone numbers of only those staff to be assigned to the Toms Brook-Maurertown Sanitary District project.

C.) Related experience. Please describe the Offeror's prior related experience and expertise in providing services as listed herein. Enclose relevant examples of similar projects, in which your agency has developed. Provide name, addresses, contact persons and phone numbers of references that can attest to your qualifications for this project.

D.) Project understanding. Provide a narrative demonstrating the Offeror's full understanding of all services and tasks required to demonstrate quality assurance procedures and schedule to ensure a timely, effective, and professional provision of services.

E.) Project approach/methodology. Provide a narrative fully and completely describing the proposed approach/methodology proposed by the Offeror in providing these needed services.

F.) Completion Schedule. The approximate date the Offeror will begin work and the time line to complete the project, shown by graphic timeframe in months.

VI. PROPOSAL SELECTION PROCESS

A. Selection criteria will include the following mandatory elements and will be weighted as follows:

- Understanding of scope and objectives of the project (30%)
- Team experience in the design of similar projects (25%)
- Experience and familiarity with the systems involved in the proposed project (25%)
- Schedule for completion (10%)
- Non-Binding Budgetary Estimate (10%)

VII. CONTRACTUAL CONDITIONS

It is anticipated that the Toms Brook-Maurertown Sanitary District will approve the successful firm within one month. The Director of Public Utilities, signature for the District, and a signature of authorized representative of the successful firm will be a requirement on the agreement.

**SHENANDOAH DISTRICT, VIRGINIA
TOMS BROOK MAURERTOWN SANITARY DISTRICT
PROPOSAL INFORMATION AND REQUIREMENTS**

1. **General:**

- a. Subject to the conditions, specifications, and instructions below, proposals will be received at the Toms Brook Maurertown Sanitary District Office, 600 North Main Street, Suite 106, 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 District 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 District 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 District 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 District. 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 District offices for review by any interested party. The District 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 District which shall be signed by the Purchasing Agent or any duly authorized representative.
- c. The District 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 District 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 District 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 District and the successful offeror, as the taxes shall be an obligation of the successful offeror and not of the District, and the District 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 District, in writing of his intentions.
- b. Modified and withdrawn proposals may be resubmitted to the District up to the time and date set for the receipt of proposals.

9. **Award of Contract:**

- a. The District 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 District. Any dispute arising out of the contract documents, their performance, or their interpretation shall be litigated only in the Circuit Court of the District 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 District, the successful offeror shall maintain insurance to protect himself and the District from claims under the Workmen'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 District named as an additional insured. In addition the insurer shall agree to give the District 30 days notice of its decision to cancel coverage.

- Workmen's Compensation and Employer's Liability
Coverage A - Statutory Requirements
Coverage B - \$100,000 Per Occurrence
Coverage C - \$100,000/\$100,000 Accident and/or Disease
All States Endorsement
- 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, District, 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 District officials in performing the work so that interference with existing District operations will be held to a minimum.
- e. The successful offeror agrees and covenants that he shall indemnify and hold the District 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 District, 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 District 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 District attributable to the work performed by the subcontractor(s) under the contract; or
 - (2) Notify the District 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 District 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 District. 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 District 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 District.
- d. If the successful offeror has not breached the contract but the District cancels it, the offeror will be paid by the District 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 District Code and the Shenandoah District Purchasing Procedures Manual. Copies of these documents are available upon request.

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