

# **REQUEST FOR PROPOSALS**

## **Town of Pearisburg Water Meter Replacement Project**

Proposals due **December 16, 2022**

### **1.0 GENERAL INFORMATION**

The Town of Pearisburg (Town) is seeking qualified suppliers (Contractor) to provide replacement water meters for use of the Town's public works department. The Town seeks to replace its current meters with modern meters having expanded technical capabilities in accordance with the attached specifications. The successful Contractor will be responsible for ensuring that the new equipment is properly installed and incorporated into the Town's existing facilities. The Project will be awarded to the Contractor whose proposal is determined to be in the best interests of the Town and in accordance with the requirements of this Request for Proposals ("RFP"). Award will be based on the Contractor's response to the RFP *Section 6.0 Proposal Content and Format* and as evaluated under requirements as shown in the RFP *Section 8.0 Selection Policies* and *Section 9.0 Selection Committee and Evaluation Criteria*. The successful Contractor will not necessarily be determined solely on the lowest price estimate, but rather the proposal that is determined to provide the best overall value.

### **2.0 INQUIRIES**

Clarification of the terms and conditions of this proposal should be directed to Todd Meredith, Town Manager, at (540) 921-0340 or via email: [tmeredith@pearisburg.org](mailto:tmeredith@pearisburg.org). All inquiries that affect the nature of the proposed contract or proposal contents will be conveyed to all parties receiving this Request for Proposals. The Town shall not be responsible for any information given by way of verbal communication.

### **3.0 CONTRACT AGREEMENT INFORMATION**

#### **3.1 General Information**

The Town desires to enter into a limited scope agreement directly with the Contractor for the provision and installation (to the extent needed) of new water meters, along with the attendant gaskets, attachments, antennae and other equipment in accordance with the specifications incorporated herein.

#### **3.2 Proposed Schedule**

The Town requests that the Project be completed as soon as possible.

### **3.3 Stored Materials**

The Town shall pay for all contractor stored materials provided they are securely stored on site or at the Public Works facility.

### **3.4 Change Orders**

A contract change order will be issued if existing portions of the system are found to have corrosion damage or other issues that require its replacement or modifications. Changes in scope of work that reduce the materials and/or labor involved as originally proposed shall be handled as a deductive change order.

### **3.5 Project Cost Estimate**

The Contractor shall provide unit pricing for the equipment specified herein, which line-item pricing shall include installation. Any building and equipment installation details and assumptions used in preparation of the cost estimate should be included in the RFP submission.

### **3.6 Payment Terms**

The proposal should include Contractor's proposed payment terms and anticipated invoicing schedule. The Town may elect to withhold retainage on installation costs for equipment delivered to the Town's Public Works facility, pending installation.

### **3.7 Project Funding**

Notice: Owner and Contractor acknowledge that the project described in the Agreement may be funded in whole or in part by American Rescue Plan Act (ARPA) funding. Owner and Contractor agree to comply with all federal, state, and local rules, laws, and regulations relating to the use of ARPA funding for the project. Furthermore, the Owner and Contractor agree to comply with the provisions of the federal inserts and notices attached hereto as Exhibit 1.

### **3.8 Contract Award**

The Town of Pearisburg reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with any qualified Contractor or to modify or cancel in part or in its entirety the Request for Proposal, in accordance with applicable law, if it is in the best interest of the Town to do so. This Request for Proposal does not commit the Town of Pearisburg to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services.

Any offeror who desires to protest the award of a contract shall submit such protest in writing to the Town of Pearisburg no later than ten days after the announcement of the award.

#### 4.0 SCOPE OF SERVICES

The successful Contractor shall be responsible for providing such industry-specific design expertise and other resources as required to provide the specified equipment and install same successfully into the Town's existing system. The Town of Pearisburg reserves the right to decrease or increase the scope of services described above during contract negotiations with the highest-ranking Contractor. At present, the Town expects to purchase approximately 1,600 to 1,700 meters and required equipment and software for remote metering and leak detection. The Town will consider proposals meeting the following parameters:

- 20-year accuracy guarantee
- Starting flow 0.015 GPM
- **ANSI/ AWWA** C715-18 Ultrasonic Capability
- Maximum operating pressure 250psi
- Built in ALD capabilities (desired but will consider other leak detection methodologies)

Proposals should include equipment required to achieve remote-read functionality, including antennae, receivers, any necessary software, leak detection and billing functionality. The successful contractor will also provide project management assistance training of Town staff on the new system and other incidentals required for a fully-functioning remote-read metering, leak detection and billing operations. The aforementioned scope is provided as a good faith estimate for pricing purposes, but no quantities are guaranteed until a signed purchase order/contract is delivered.

#### 5.0 WARRANTY AND INSURANCE REQUIREMENTS

The Contractor shall clearly state the terms of the proposed warranty in the proposal.

The Contractor shall indemnify and hold harmless the Town of Pearisburg its 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 injury or property damage that may happen to occur in connection with and during the performance of the contract, resulting from acts or omissions of the Contractor. The Contractor will maintain the following minimum insurance requirements.

- Worker's Compensation - Statutory requirements and benefits, but in no event less than-\$100,000/\$500,000/\$100,000 Employers Liability: accident, disease, poli.cy limit

- General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate applies per project. The Town of Pearisburg shall be named as additional insured with respect to goods and services being procured. This coverage is to include Premises/Operations liability, Products and Completed Operations Coverage, Independent Contractor's Liability and Personal Injury Liability.
- Automobile Liability - \$1,000,000 CSL Bodily injury and Property Damage.
- Premises/Operations, Independent Contractors, Products, Completed Operations, Contractual Liability, Personal Injury Liability - \$1,000,000 occurrence, \$2,000,000 aggregate.
- The Town of Pearisburg shall be named an additional insured and provided with a Certificate of Insurance before access to the site can be granted.

## 6.0 PROPOSAL CONTENT AND FORMAT

Qualified contractors shall provide appropriate information in accordance with the content and format requirements of this Request For Proposal. The proposal should include a brief written description with any graphics as deemed necessary for the following information:

1. Provide a brief summary of the Contractor understanding of the Scope of Services.
2. Provide a concise, detailed price estimate for the specified items.
3. Provide three or more governmental or other commercial references of past work experience on similar contracts or relevant projects.
4. Proposal should include assumptions made on the condition of the existing system or other important details as necessary to define the basis of the cost estimate.

## 7.0 SUBMISSION REQUIREMENTS

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Contractor's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are not required or desired.

Proposals should address all aspects of this RFP and should include a signature of a principal or approved authority of the organization.

Submission of three copies of the Contractor's proposal in a sealed envelope or package that is clearly marked as a response to this RFP is preferred. However, a single PDF file document sent to [tmeredith@pearsiburg.org](mailto:tmeredith@pearsiburg.org) will be accepted on the proposal due date. The hard copy proposal should be enclosed in a sealed envelope or package plainly marked as shown below to prevent accidental opening before the due date. Contractor will bear all risk and responsibility to ensure that

proposals are actually received on or before the date and time specified, regardless of delivery method. It is recommended that contractors/offerors contact the Town via telephone to confirm receipt.

### **SEALED PROPOSAL**

#### **Town of Pearisburg Water Meter Replacement Project Proposal Due Date – December 16, 2022**

**Deliver Proposals no later than 2:00 p.m. on December 16, 2022.** Responses received after this time will not be considered. Proposal envelopes will be marked with the date and time when received at the Town of Pearisburg Municipal Building. Proposals will remain unopened until the selection committee meets after the due date. Proposals sent by hand delivery, US Postal Service express mail, or private delivery service (FEDEX, UPS, etc.), should be sent to:

ATTN: Todd Meredith, Town Manager  
Town of Pearisburg  
112 Tazewell Street  
Pearisburg, VA 24134

### **8.0 SELECTION POLICIES**

The Town of Pearisburg reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with any qualified Contractor or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the Town to do so. This Request for Proposal does not commit the Town of Pearisburg to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services.

The Town will select a Contractor to provide the services requested using the Competitive Negotiation procedure as outlined in the Virginia Public Procurement Act.

The Town shall evaluate and rank each proposal based on the established selection criteria included within *Section 9.0 Selection Committee and Evaluation Criteria* of this RFP. Selection shall then be made of two or more Contractors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but shall not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Town shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror.

The Town of Pearisburg prohibits discrimination and requires compliance with state and federal immigration laws as defined under the Code of Virginia Chapter 43 Virginia Public Procurement Act. The Town is an equal opportunity employer and encourages participation of small businesses, minority owned businesses, women owned businesses and service-disabled veteran owned businesses in all procurement activities.

The Town of Pearisburg assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The Town of Pearisburg does not discriminate against an offeror because of race, religion, color, sex, sexual orientation, gender identification, national origin, age, disability, status as a service-disabled veteran or any other basis prohibited by state law relating to discrimination in employment.

## **9.0 EVALUATION CRITERIA**

The Town's evaluation criteria will generally involve economic/financial factors and relevant experience, specific expertise, and performance references on previous projects. The following criteria will be considered in evaluating the proposals:

- Price;
- Quality and compatibility of the equipment proposed;
- Qualifications and experience of Contractor in similar projects;
- Quality of warranties offered;
- Long term costs and benefits of the proposed equipment in terms of reliability, required maintenance, energy consumption and overall costs of operation;
- Proposed project schedule and/or delivery timeline;
- Reference source comments and past record of performance on similar projects.

## **10.0 ATTACHMENTS**

EXHIBIT 1 – Federal Inserts

**Exhibit 1**

**Federal Inserts**

## **Subpart A: Equal Employment Opportunity**

### **1. Executive Order 11246, as amended (Contracts/subcontracts above \$10,000)**

#### **a. During the performance of this contract, the contractor agrees as follows:**

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.**
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.**
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.**
- (4) The contractor will comply with all provisions of Executive Order 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.**
- (5) The contractor will furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency**



and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**b. Subcontracts**

Each prime contractor or subcontractor shall include the equal opportunity clause in each of its subcontracts.

**Subpart B: Title VI of the Civil Rights Act of 1964, as Amended**

All parties to this contract hereby agree to comply with the provisions of Title VI of the *Civil Rights Act of 1964* (Public Law 88-352) which provides: that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance of any dollar amount – no minimum threshold.

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## **Subpart C: Section 109 of the Housing and Community Development Act of 1974, as Amended**

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the *Rehabilitation Act of 1973* shall also apply to any such program or activity of any dollar amount – no minimum threshold.

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## **Subpart D: Records Retention**

The CONTRACTOR shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this contract during the period of this contract and for five (5) years from the date of final payment; except, if any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

## **Subpart E: Provisions Required by Law Deemed Inserted**

The provisions of Article 4 (Ethics in Public Contracting), Chapter 7 of Title 11 of the Code of Virginia, as amended, is hereby incorporated by reference and each and every other provision of law and clause required by law to be inserted herein shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein.

## **Subpart F: Immigration Reform and Control Act of 1986**

The Contractor agrees by signing this contract that he/she does not and will not during the performance of this contract violate the provisions of the *Federal Immigration Reform and Control Act of 1986*, which prohibits employment of illegal aliens.

## **Subpart G: Access to Records**

The Public Body, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.

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## **Subpart H: Drug-Free Workplace Act Assurances**

The Contractor agrees by signing this contract that he/she will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing a drug-free awareness program to inform employees about -
    - i. The dangers of drug abuse in the workplace;
    - ii. The grantee's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - (e) Notifying the Town within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such condition;
  - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -
    - i. Taking appropriate personnel action against such an employee, up to and including termination; or
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- ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).