



CITY OF GALAX
REQUEST FOR PROPOSALS (RFP) 25-0006
FOR
SCADA RADIO SYSTEM UPGRADE

December 2, 2024

NAME OF SOLICITING PUBLIC BODY

CITY OF GALAX
111 EAST GRAYSON STREET
GALAX, VA 24333

SUMMARY:

The City of Galax is seeking sealed proposals from qualified Firms to perform upgrades to the existing SCADA radio system. Respondents will be responsible for providing the engineering, system design, configuration, equipment, testing, training, and startup services necessary to provide the City with a complete and operable SCADA radio system. The SCADA radio system upgrade must include the specifications described herein. The City of Galax will evaluate proposals through the goods & services competitive negotiation process; and reserves the right to waive irregularities and to reject any and all proposals.

PROPOSAL DUE DATE AND TIME:

Sealed proposals will be received until **December 19, 2024 at 2:00 PM** for the SCADA Radio System Upgrade project. Please check for updates prior to submitting proposals to ensure timely delivery to the City of Galax Municipal Building. It is the responsibility of the Respondent to check for additional updates prior to submission of bid. Proposals should include three hard copies and an electronic version.

PROPOSALS SHALL BE MAILED OR HAND DELIVERED TO:

City of Galax
Attention: Derek Spraker
111 East Grayson Street
Galax, VA 24333

QUESTIONS DUE DATE AND TIME:

Questions and Inquiries must be directed to: Derek Spraker, Procurement Specialist, (276)236-2131, or dspraker@galaxva.com and must be received by December 16, 2024 at 2:00 PM.

I. PROPOSAL REQUIREMENTS

- A. The Respondent shall be properly licensed and certified to perform work in Virginia and the City of Galax.
- B. The proposal shall provide information as to the Respondent's background and experience relative to the system, equipment, and services being requested.
- C. The Respondent shall include with their proposal a listing of specific requirements, if any, which the City will need to provide or meet prior to starting the work.
- D. All pricing shall include all services and materials required to ensure proper installation and operation of the SCADA radio system.
- E. The proposal shall include a detailed timeline for design, implementation and completion of the project.
- F. The proposal shall include Support and Maintenance Agreement details in the submission.
- G. The proposal should list subconsultants and subcontractors that may be asked to assist with various types of design or trade work required on project work orders.
- H. The proposal should provide three or more references on past work experience with similar contracts or relevant projects.
- I. The proposal shall include a detailed breakdown of pricing and warranty information.

II. SELECTION COMMITTEE & EVALUATION CRITERIA

The City of Galax reserves the right to award the Respondent whose proposal is, in the opinion of the City, in its best interest.

A selection committee will be formed to review the proposals. The selection committee evaluation and selection process will be used to determine the most qualified Firm. A numerical scoring system will not be utilized; rather, a qualified-based selection process will be used. The selection committee will evaluate each proposal by considering the following specific criteria:

- Qualification and experience of key personnel and specific staff to be tasked with providing services under the Contract.
- Understanding of the Scope of Services and fulfillment of proposal requirements.
- Firm staff's qualification and experience.
- Quality of Work Plan Proposal.
- Evidence of ability to evaluate and provide cost effective solutions for services described in the Scope of Services.
- Evidence of ability to perform required services as described in Scope of Services.
- Reference source comments and past record of performance on similar projects.
- Past experience and familiarity with the City of Galax water and wastewater treatment plants.

III. SCOPE OF SERVICES

The successful Firm shall be required to perform project automation integration; including but not limited to the following tasks:

1. Radio system integration planning and design
 - a. Evaluate existing and/or proposed automation/monitoring requirements, develop alternative solutions and make recommendations.
 - b. Coordinate design phase meetings and prepare visual aids as necessary.
 - c. Provide design and installation documents, along with technical specification document submittals as necessary for evaluation of proposed projects.
2. Radio system installation
 - a. Provide labor, materials and equipment necessary to install radio systems complete with testing and proof of operation to meet planned control sequence of operation.

IV. NEGOTIATION

Upon the close of the Request for Proposal window, 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 factors involved in the Request for Proposal, including price, however price shall not be the sole determining factor. Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any contractual terms or conditions, including any liability provisions contained in the Request for Proposal in writing at the time of responding to such Request for Proposal. Such exceptions shall be considered during negotiation but shall not be used as a basis for scoring or evaluating which offerors are selected for negotiations. Price shall be considered among other factors. After negotiations have been conducted with each offeror so selected, the public body 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. Should the City 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

V. PROPOSED CONTRACT TERMS

1. GENERAL PROVISIONS

- A. The work of the Contractor hereunder is performed as an independent contractor. The Contractor is not an employee of the CITY, and the CITY will not control the means, methods, techniques or procedures of the Contractor performing the work, and the Contractor is expected to use its own judgment in providing the results called for under this contract. Nothing in any

resulting contract shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained herein.

- B. This contract is subject to appropriations by the CITY.
- C. Unless otherwise stated, all bids shall remain valid for a period of ninety (90) days after the scheduled due date.
- D. Withdrawal of bids due to error shall follow the procedures contained in § 2.2-4330(A) and (B)(1) of the Code of Virginia, 1950, as amended.
- E. The CITY reserves the right to reject any and all bids/proposals in accordance with § 2.2-4319 of the Code of Virginia, 1950, as amended.
- F. All procurements by the CITY will adhere to the provisions of the Virginia Public Procurement Act, §§ 2.2-4300 *et seq.*, of the Code of Virginia, 1950, as amended.

2. TERMINATION OF AGREEMENT

The CITY reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving thirty (30) days' notice to the firm in writing. In the event of termination, the firm providing goods or services pursuant to this procurement ("Firm") shall not be paid for any goods or service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Firm's work under this contract.

3. OWNERSHIP OF WORK PRODUCT

Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this agreement, whether or not completed, shall be vested in the CITY. Any reuse of these materials by the CITY for projects or purposes other than those which fall within the scope of this agreement or the project to which it relates, without written concurrence by the Firm will be at the sole risk of the CITY.

4. NONDISCRIMINATION

The Firm shall, in all hiring or employment made possible or resulting from this agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, religion, national origin, marital status or disability, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, religion, national origin, age or disability.

5. HOLD HARMLESS/INDEMNIFICATION

The Firm agrees to indemnify, defend, and hold harmless the CITY and its officers, agents, and employees, from any and all claims, demands, actions or causes of action against the CITY or its officers, agents, or employees, alleging damage or injury arising out of the subject matter of this Agreement; provided, however, that such provision shall not apply to the extent that the damage or injury is attributable to the sole negligence of the CITY or its officers, agents, or employees.

6. COMPLIANCE WITH LAWS

Any purchase order or contract resulting from this solicitation shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Firm providing goods or services to the CITY under this contract assures the CITY that it is:

- Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
- Not employing illegal alien workers or otherwise violate the provisions of the Immigration Reform and Control Act of 1986;
- Complying with federal, state and local laws and regulations applicable to the performance of the services procured;
- Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act; and
- Providing a drug-free workplace for its employees and complying with the federal Drug Free Workplace act.

7. NO WAIVER

Any failure of the CITY to demand rigid adherence to one or more of this Agreement's provisions, on one or more occasions, shall not be construed as a waiver nor deprive the CITY of the right to insist upon strict compliance with the terms of this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

8. CHOICE OF LAW

To ensure uniformity of the enforcement of this Contract, and irrespective of the fact that the respondent is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its principles of conflicts of law.

9. FORUM SELECTION

The parties hereby submit to the personal jurisdiction and venue of the state and federal courts located within the Commonwealth of Virginia for resolution of any and all claims, causes of action or disputes arising out of or related to this Contract. The parties further agree that any claims, causes of action or disputes arising out of, relating to or concerning this Contract shall have jurisdiction and venue only in the Circuit Courts of Carroll County, or Grayson County, Virginia or in the U.S. District Court, Western District of Virginia.

10. SEVERABILITY

If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.

11. NOTICES

All requests, notices, and other communications required or permitted to be given under this Contract shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (a) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect, or (b) transmitted by hand delivery, electronic mail or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices to the CITY shall be sent to:

*City of Galax
Attn: Michael Burnette, City Manager
111 E. Grayson Street
Galax, Virginia 24333*

12. CONTRACTUAL CLAIMS PROCEDURE

A. Contractual claims by Firm, whether for money or other relief, except for disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment. Any written notice of Firm's intention to file such a claim need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Firm files such written notice, Firm shall proceed with the work as directed.

B. The governing body of the City, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within ninety (90) days of final payment. Each such decision rendered shall be forwarded to the Firm by written notice. In the event such claim is not acted upon

within said ninety (90) day period shall be deemed denied and Firm may proceed in accordance with paragraphs C and D.

C. If the Firm disagrees with the decision of the City concerning any pending claim, the Firm shall promptly notify the City by written notice that the Firm is proceeding with the work under protest. Any claim not resolved, whether by failure of the Firm to accept the decision of the City or under a written notice of Firm's intention to file a claim or a detailed claim not acted upon by the governing body of the City, shall be specifically exempt by the Firm from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

D. The decision on contractual claims by the City shall be final and conclusive unless the Firm appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court, however, no legal action may be commenced by Firm concerning any such contractual claim prior to rendering of a decision by the governing body of the City, unless no decision has been rendered within ninety (90) days of final payment or submission of the claim, in which case Firm's claim shall be deemed denied.

13. FAITH BASED ORGANIZATIONS

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the City does not discriminate against faith-based organizations.

"Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If Firm is a faith-based organization, then Firm shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

14. CERTIFICATIONS

The Contractor certifies that:

- A. The bid or offer (1) is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) is in all respects fair and without collusion or fraud, and (3) is or is intended to be competitive and free from any collusion with any person, firm or corporation;
- B. The Contractor has not offered or received any kickback from any other bidder or Contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this

solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;

- C. The Contractor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or condition upon which the contract resulting from the acceptance of his bid proposal is to be performed;
- D. The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal; and
- E. The Contractor or subcontractor has not and will not confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- G. The Contractor certifies that the bid or proposal has been submitted, to the best of Contractor's knowledge, in full accordance with the requirements of Virginia Law governing ethics in public contracting, including without limitation the Virginia State and Local Government Conflicts of Interests Act, § 2.2-3100 *et seq.*, of the Code of Virginia, and the Virginia Public Procurement Act § 2.2-4300 *et seq.*, of the Code of Virginia.
- H. See Appendix A for required forms:
 - a. Virginia State Corporation Commission (SCC) registration information
 - b. Anti-Collusion Statement
 - c. Certification of Interest & Relationships
 - d. Debarment Statement
 - e. Anti-Discrimination Statement

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the City and a faith-based organization, you are hereby notified as follows:

Neither the City's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or

expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please notify the City Manager.

15. INSURANCE

1. If applicable, Contractor shall submit to the City of Galax certificates of insurance with applicable endorsements to the policy attached, prior to beginning work under the Contract or no later than ten (10) days after award, whichever occurs first.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable by the City, and shall carry the provision that the insurance will not be cancelled or modified by the Contractor without thirty (30) days prior written notice to the City of Galax.
3. The Firm agrees, during the pendency of this Agreement, to maintain in full force and effect such of commercial general liability and automobile policies of insurance as will protect it and the City from any and all claims alleging bodily injury, property damage, personal and advertising injury and other customary coverage, in amounts acceptable to the City. Such coverage shall insure Firm's indemnity obligations under this Agreement. The Firm shall maintain worker's compensation and other insurance as required by law.
4. Insurance shall be maintained during the entire term of the Contract and any extensions.

16. AUDIT

The Contractor's (and its authorized agents) records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the CITY to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the CITY shall have access to said records from the effective date of this contract, for the duration of the work, and until five (5) years after the date of final payment by the CITY to Contractor pursuant to this contract.

The CITY shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The CITY shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the CITY in excess of five percent (5%) of the total contract billings, the actual cost of the CITY's audit shall be paid by Contractor. In addition, the CITY shall not be responsible for any overages not approved by change order and will deduct such amounts from the final contract payment

17. MODIFICATIONS, ADDITIONS OR CHANGES

Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the CITY; however, no fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the contract or \$50,000 whichever is greater without the approval of the CITY. The amount of any contract may not be increased for any purpose without adequate consideration provided to the CITY.

18. ASSIGNMENT

The contract may not be assigned, sublet, or transferred without the written consent of the CITY.

19. WARRANTIES

Any goods or services furnished by the Contractor under the contract shall be covered by the most favorable warranties provided by the Contractor to any customer; the rights and remedies hereby provided are in addition to any and do not limit those otherwise available to the CITY. The Contractor agrees that if such warranties are in any respect breached, the Contractor will pay to the CITY the full contract price agreed to by the CITY to be paid for the supplies, materials, equipment or services furnished under the bid or proposal.

20. DEFECTIVE PERFORMANCE OR GOODS

Contractor shall deliver the goods or services contracted for in strict conformity with the contract and these general terms and conditions. In the event of defective performance of services or the provision of defective goods, the Contractor shall take prompt steps to cure the defects in performance and replace any damaged or lost merchandise, or Contractor shall be in default of the Contract. Delivery by the Contractor to a common carrier does not constitute delivery to CITY. Any claim for loss or damage incurred during delivery shall be between the Contractor and the carrier. The CITY accepts title only when goods are received regardless of the F.O.B. point. The CITY will note all apparent damages in transit on the freight bill and notify the Contractor. Discovery of concealed damages or loss will be reported by the CITY to the carrier and the Contractor within seven days of receipt and prior to removal from the point of delivery if possible. It shall be the Contractor's responsibility to file a claim against the carrier. If damage is to a small quantity, with the approval of the CITY, the Contractor may deduct the amount of damage or loss from his or her invoice to the CITY in lieu of replacement.

APPENDIX A

Virginia State Corporation Commission (SCC) registration information

The offeror (check/mark one):

- _____ is a corporation or other business entity with the following SCC identification number:
_____.
- _____ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.
- _____ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location).
- _____ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals: _____

ANTI-COLLUSION STATEMENT

In the preparation and submission of this proposal, we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq., or the Conspiracy to Rig Bids to Government Statutes, Virginia Code Sections 59.1-69.6 through 59.1.69.9. The undersigned hereby certifies that this proposal, any ensuing contract, or any claims resulting from either, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, Galax City Council or the City of Galax has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this bid.

Offeror

Date

By: _____

Name: _____

Title: _____

**CERTIFICATION OF INTEREST & RELATIONSHIPS
WITH THE Galax City Council OF GALAX CITY, VIRGINIA,
GALAX CITY GOVERNMENT, AND
GALAX CITY EMPLOYEES**

Offeror hereby certifies that neither Offeror, nor any of Offeror's officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, The City of Galax or the Galax City Council of Galax City, Virginia.

To the extent that such relationships exist, Offeror shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

☐ Neither Offeror nor any of its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, The City of Galax, or the City Council of Galax City, Virginia.

☐ The following individuals currently maintain a financial relationship with Offeror.

City of Galax Employee's Name: _____

Position with the City of Galax: _____

Nature of Relationship: _____

☐ The following individuals currently maintain a familial relationship with Offeror.

City of Galax Employee's Name: _____

Position with the City of Galax: _____

Nature of Relationship: _____

Offeror

Date

By: _____

Name: _____

Title: _____

DEBARMENT STATEMENT

I certify that the offeror is not currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services. I further certify that no principal, officer or director of the offeror has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

I certify that the offeror has never been debarred, or otherwise declared ineligible by any public agency from bidding or furnishing materials, supplies or services. I further certify that no principal, officer or director of the offeror has ever been employed by or associated with any firm which has ever been debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

Offeror

Date

By: _____

Name: _____

Title: _____