



**Town of Amherst, Virginia**  
**Request for Proposal (RFP) #2024-05**  
**Town Attorney**  
**Issue Date: 05/11/2024**  
**Due Date: June 14, 2024 at 2:00 p.m. EST**

Point of Contact: Tracie L. Morgan/Deputy Town Manager

Email: [tracie.morgan@amherstva.gov](mailto:tracie.morgan@amherstva.gov)

Phone: 434-946-7885

Charles Thompson/Maintenance Foreman

Email: [charles.thompson@amherstva.gov](mailto:charles.thompson@amherstva.gov)

Phone : 434-238-2203

**Mailing Address:**

Town of Amherst

Tracie L. Morgan

P.O. Box 280

Amherst, VA. 24521

**Physical Location:**

Town Hall

Tracie L. Morgan

174 S. Main Street

Amherst, VA. 24521

**I. PURPOSE:**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified vendors experienced in the supply and installation of hardware and software that together comprise the proposed Advanced Metering Infrastructure (AMI) system.

**II. BACKGROUND:**

The Town of Amherst is located at the base of the Blue Ridge Mountains in Amherst County. Its location is adjacent to Sweet Briar College with a land area of 4.92 square miles and approximately 2,200 residents. The Town has a five-member Town Council and a mayor. All powers of the town are vested in the Council who enacts ordinances (local legislation), adopts resolutions and budgets, determines policy, and appoints the Town Manager and Police Chief.

The Town Treasurer's office is responsible for all town utilities, local Town taxes, Town Business Licenses, Town Meals and Beverage Tax, and all other forms of Town receipts. The Treasurer's Office also handles Town accounts payables, budget and financials.

The Town also operates a Police Department, Water and Sewer Plants and a Maintenance department that is responsible for water and sewer upkeep and upkeep of Town owned property. The Town does not handle its own electricity nor does the Town own the streets or sidewalks.

The Town currently manually reads approximately 1,200 meters on a monthly basis. Majority of the Town meters are aging with many reading over one million gallons. As a result of the age of the system, the Town is seeing a decrease in revenue totals, that are likely linked to the slowdown of the system.

**III. SCOPE OF SERVICES:**

A. The Town is seeking to acquire a vendor to supply and implement an entire AMI system, including meter reading equipment, related software, maintenance, training, technical support and installation for approximately 1,200 residential and commercial water services. The objective of this proposal is to evaluate and select the AMI solution that best meets the functional and business requirements of the Town.

In addition, the Town has identified utility preferences for the AMI solution that include but are not limited to the following. These are preferences and not requirements.

1. Current AMI meter. If acoustic leak detection capability is available, capability should already be assembled for if the Town desires to implement at a future date.
2. Customer web portal to display consumption data in addition to other information that may be available.
3. Training of the Town's employees in field maintenance, diagnosis, troubleshooting, and system use and operation and maintenance.
4. Ongoing maintenance, customer service and support.
5. Meter Data Management System to interface with Edmunds Software System.
6. Program management, plan, and project schedule.
7. The AMI system should provide daily metering data.

**IV. PROPOSAL SUBMISSION:**

**A. General Instructions:**

1. Each offeror must submit one original hard copy, 3 copies and one electronic copy on USB flash drive.
2. Each proposal shall be in writing and received in hard copy by the deadline. Oral proposals, telephone, fax or email will not be accepted.
3. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
4. IDENTIFICATION OF BID/PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_  
                Name of Bidder/Offeror    Due Date                                  Time

\_\_\_\_\_  
                Street or Box Number    IFB No./RFP No.

\_\_\_\_\_  
                City, State, Zip Code    IFB/RFP Title

DSBSD-certified Micro Business or Small Business No. \_\_\_\_\_

Name of Contract/Purchase Officer or Buyer \_\_\_\_\_

5. Ownership of all data, materials, and documentation originated and prepared for the Town pursuant to the RFP shall belong exclusively to the Town and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time the offeror refuses to withdraw an entire classification designation, the proposal will be rejected.

**B. PROPOSAL REQUIREMENTS:**

The proposer shall include the following information in the packet:

1. Company information and references (Attachment A)
2. Virginia State Corporation Commission Form (Attachment B).
3. Provide timeline/schedule for completing the work, highlighting critical points in the process.
4. Warranty details.
5. Detailed pricing breakdown that should show costs for meters, installation, and software. If acoustic leak detection is available, list this option separately. Include all ongoing annual costs related to the system maintenance, software and customer portal. If an integrated package is available that would include data towers and cellular service please list integrated pricing as well as pricing for full cellular option.
6. Provide propagation study and assume responsibility for delivering network design based on the quantity of collectors, repeaters or other network equipment to achieve maximum coverage of the Town's water customers. Study should provide information to strategically place collectors in the most cost-efficient manner.

**C. DEADLINE:**

All proposals are due by June 14, 2024 at 2:00 p.m. to Tracie L. Morgan at the Town Hall building. If submitting proposals by mail, please mail to;

Town Hall  
ATTN: Tracie L. Morgan  
P.O. Box 280  
Amherst, VA. 24521

If sending by carrier the physical location is;

Town Hall  
174 Main St.  
Amherst, VA. 24521

It is the responsibility of the offeror to have all proposals in by the deadline. Any delay in mail timing must be considered when sending in proposals. Any proposals submitted past 2:00 p.m. on the due date will be marked late and will not be opened or considered.

D. Section Timetable:

ACTIVITY	DATE
Proposal issue date	Thursday, May 9, 2024
Deadline for questions	Friday, May 31, 2024
Deadline for submittals	Friday, June 14, 2024
Interviews/Presentations (Subject to Change) (If necessary)	Week of June 24, 2024
Town Council approval	Wednesday, July 10, 2024

V. GENERAL TERMS AND CONDITIONS:

A. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the offeror are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The offeror shall comply with all applicable federal, state and local laws, rules and regulations.

B. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the offeror agrees as follows:

1. The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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 offeror. The 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 offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such offeror 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.

4. The requirements of these provisions 1. and 2. are a material part of the contract. If the Offeror violates one of these provisions, the Town may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
  5. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the offeror, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
  6. The offeror will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subofferor or vendor.
- C. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposal are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subofferor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this 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 was exchanged.
- D. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Town of Amherst, the Offeror certifies that the Offeror does not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- E. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
- F. **ANTITRUST:** By entering into a contract, the offeror conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- G. **CLARIFICATION OF TERMS:** The Town reserves the right to request clarification of information submitted and to request additional information of one or more vendors.

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact employee whose name appears on the face of the

solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the requestor.

**H. PAYMENT:**

1. Invoices for services shall be submitted by the offeror directly to the payment address shown on the contract.
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. All services provided under this contract, that are to be paid for with public funds, shall be billed by the offeror at the contract price.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

I. **PRECEDENCE OF TERMS:** General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

J. **QUALIFICATIONS OF OFFERORS:** The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Town further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Town that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

K. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the offeror in whole or in part without the written consent of the Town.

L. **TESTING AND INSPECTION:** The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

M. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Town may order changes within the general scope of the contract at any time by written notice to the offeror. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The offeror shall comply with the notice upon receipt. The offeror shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
  3. By mutual agreement between the parties in writing; or

4. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the offeror accounts for the number of units of work performed, subject to the County's right to audit the offeror's records and/or to determine the correct number of units independently; or

N. **DEFAULT:** In case of failure to deliver services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure them from other sources and hold the offeror responsible for any resulting additional administrative costs. This remedy shall be in addition to any other remedies which the Town may have.

O. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

P. **INSURANCE:** At all times during the term of this agreement and all renewals thereof, the Auditor shall maintain:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Offerors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
3. General Liability - Policy of public liability insurance which shall protect the County and such other persons as the County shall designate against any liability imposed by law upon the County, the Firm, or both. Coverage shall include damages for loss of or damages to property, or for bodily injuries, including death suffered or claimed by reason or inconsequence of any act or omission of any act by an employee or agent of the Firm. Such insurance shall be on a comprehensive General Liability form with limits of \$1,000,000 each occurrence, complete operations, contractual and broad form property damage.
4. Other - Firm shall maintain in effect throughout the entire term of the agreement and any extensions thereof, personal injury liability insurance covering occurrences resulting from performance by the firm of firm's obligations set forth in the agreement in the minimum amount of one million dollars (\$1,000,000) for injury or death to any one person and one million dollars (\$1,000,000) for injury or death of any number of persons in one occurrence and property damage liability insurance in the amount of one million dollars (\$1,000,000). County shall be named as an additional or joint insured on all such policies. Additionally, firm shall maintain professional liability insurance in the minimum amount of one million dollars (\$1,000,000). Firm shall maintain worker's compensation insurance in the minimum required by the laws of the Commonwealth of Virginia. A certificate of insurance shall be furnished by the firm to the Town prior to the commencing work on the project.

Q. **AWARD:** The Town reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission or additional information. The Town reserves the right to award the contract to the vendor with a system that is most advantageous to and in the

best interest of the Town. The Town shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest, and the Town's decision shall be final.

- R. **Contract Time:** Contractor shall commence the Work required by the General Documents on or before a date to be specified in a written Notice to Proceed issued by the Owner and to substantially complete the work within 300 calendar days thereafter (or less, as outlined in the Proposer's submitted project schedule/timeline).
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the offeror agrees to (i) provide a drug-free workplace for the offeror'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 offeror'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 offeror that the offeror 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 subofferor 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 offeror, 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.

- T. **NONDISCRIMINATION OF OFFERORS:** An offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- V. **DELIVERY AND STORAGE:** It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.



**ATTACHMENT A  
VENDOR DATA SHEET**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

\_\_\_\_\_ Years \_\_\_\_\_ Months

4. Vendor Information:

eVA Vendor ID or DUNS Number: \_\_\_\_\_

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

B. Company \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

ATTACHMENT B

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The bidder:

is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_ -  
**OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

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 bidder 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 bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder'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 box 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 bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

