

**MONTGOMERY REGIONAL SOLID WASTE AUTHORITY
REQUEST FOR PROPOSAL
OPERATION AND MAINTENANCE OF PRETREATMENT SYSTEM FOR
DISCHARGE TO SANITARY SEWER
RFP 25-04**

Proposal Deadline: December 19, 2025, at 2:00 p.m.

I. GENERAL.

The Montgomery Regional Solid Waste Authority wishes to obtain proposals for providing sanitary sewer discharge pretreatment system operation and maintenance professional engineering services. The Authority wishes to enter into a contract with a term of three year for these services.

This Request for Proposal ("RFP") is part of a competitive negotiation process intended to obtain the highest quality of goods and services at a fair and reasonable price. It also provides firms with a fair opportunity for their goods and services to be considered.

II. ISSUANCE OF RFP AND QUESTIONS.

The Montgomery Regional Solid Waste Authority issues this RFP. Questions concerning this RFP should be directed in writing to:

Mr. Alan Cummins, Executive Director
Montgomery Regional Solid Waste Authority

Physical address: 555 Authority Drive
Christiansburg, VA 24073

Mailing address: P.O. Box 2130
Christiansburg, VA 24068-2130

The Authority will determine whether any addenda should be issued as a result of questions or other matters.

III. CONDITIONS, REQUIREMENTS, AND PROCEDURE.

- A. Firms interested in being considered for the award of a contract must submit their proposal, qualifications and other selection criteria ("Firm Qualifications") in a sealed envelope. Each envelope should show the identification, "RFP 25-04 – MRSWA Sanitary Sewer Discharge Pretreatment System Operation and Maintenance" and the date of the proposal. In addition, such firm must submit original work papers,

documents and materials used in the preparation of its proposal (in an envelope or package separate and apart from the envelope containing the Firm Qualifications) prior to the Submission Deadline set forth below.

- B. The Authority may appoint either the Executive Director or a selection committee to review all proposals and obtain references in order to evaluate the qualifications of responding firms. The Executive Director or selection committee may conduct interviews.
- C. Each firm will be evaluated on its Firm Qualifications, including the following:
 - 1. Professional competence;
 - 2. Performance and experience relative to projects similar to or the same as the project.
 - 3. General understanding and knowledge of the project and the community;
 - 4. Technical and staff capabilities for undertaking and completing the project in an expeditious manner; and
 - 5. Other information responsive to this RFP, including received professional licensing.
- D. The Authority will engage in individual discussion with two or more firms who are deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. At this discussion stage, the Authority may discuss nonbinding estimates of the price for services.
- E. At the conclusion of discussion, on the basis of evaluation factors in this RFP and all information developed in the selection process to this point, the Authority will select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations will then be conducted, beginning with the offeror ranked first.
- F. If a contract satisfactory and advantageous to the Authority can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror ranked first. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. The Authority may award contracts to more than one offeror.
- G. Attachments to this RFP contain the Proposal Conditions that will apply to this procurement as well as Specifications setting forth the scope of services desired. The Authority's standard contract document (Appendix D) is included in these attachments. This contract document and this Request for Proposals contain terms and conditions the Authority favors and intends to use for the resultant contract. If the Offeror has contractual language and/or contractual documents it wishes the Authority to consider, such language and/or documents must be submitted as part of

the proposal. Proposal documents which include exceptions to the Authority's standard contract document and/or terms and conditions will be considered, but Offerors proposing no exceptions may be given a higher evaluation score.

- H. The Contractor receiving the contract award shall be required to execute a contract in substantial compliance with the Authority's sample contract and furnish all other required contract document within fifteen days after receipt of notification that the contract is ready for signature; otherwise the Authority may award the project to another Offeror.
- I. Provisions governing the selected firm's performance under the contract will include all provisions of this Request for Proposals and the offer documents.

IV. CONTENTS OF PROPOSAL.

The firm's proposal must include the following:

A. Firm Qualifications.

1. Qualifications of the offeror (firm or individual, as applicable), including a brief background and history, and biographical sketches and qualifications of key members of the firm and those who will be performing work.
2. Evidence of the financial and technical ability of the offeror to execute the project and in the time period required.
3. Names and qualifications of any subcontractors that will be used in this project.
4. A description of any similar project or projects in which the offeror has participated during the past five years, including a work sample, the involvement of the offeror in the project(s), a description of the size and value of the project(s), and the names and phone numbers of references who may be contacted to comment on the offeror's integrity and past performance.
5. Timetable for completion (as applicable).
6. List of all local government clients (with contact name and telephone number) for whom the firm has provided similar goods and services in the past five years.
7. Names and resumes including descriptions of professional qualifications and licenses of the Project Manager and other key personnel to be assigned to the project, and an estimated amount of time each will devote to project.
8. Name, address, telephone and fax numbers, and e-mail address of primary contact person.
9. Demonstration of ability to meet all requirements in the Project Specifications (Appendix C).

B. Financial information.

1. Describe any conditions on payment for services.

C. **Specific Submittal Requirements.**

The proposal must include a summary of the firm's approach to accomplishing the project specifications, including any proposed deviations.

V. **FORM OF PROPOSAL.**

- A. One original and two (2) complete copies of the proposal must be submitted in a sealed envelope marked "RFP 25-04 – MRSWA Sanitary Sewer Discharge Pretreatment System Operation and Maintenance," and the date of the proposal. In addition, original work papers, documents and materials used in the preparation of the proposal (in an envelope or package separate and apart from the envelope containing the Firm Qualifications) must be submitted.

Fax or e-mail copies are not acceptable. A duly authorized agent of the offeror shall sign each copy.

- B. The offeror may submit any information not specifically requested that it wishes the Authority to consider.

- C. Proprietary information should be clearly marked as such. To the extent permitted by law, information so marked will be withheld from public disclosure.

VI. **SUBMISSION DEADLINE.**

All proposals must be received by December 19, 2025, at 2:00 p.m., by:

Montgomery Regional Solid Waste Authority

Physical address: 555 Authority Drive
Christiansburg, VA 24073

Mailing address: P.O. Box 2130
Christiansburg, VA 24068-2130

Proposals received after the deadline stated in this Request for Proposal will be returned unopened.

VII. **REJECTION OF PROPOSALS.**

The Authority expressly reserves the right to reject any or all proposals, to waive any informalities or irregularities in the proposals received, and to award a contract on a competitive negotiation basis, which is deemed to be in the best interest of the Authority.

VIII. **OFFER PERIOD.**

Submitted proposals will constitute an offer by the firm, which shall remain open and irrevocable, for a period of sixty (60) days from the deadline for submitting proposals stated in this Request for Proposals.

IX. ATTACHED DOCUMENTS.

Attachments to this RFP are Proposal Conditions (Appendix A), General Terms and Conditions (Appendix B), Project Specifications (Appendix C) and Contract Form (Appendix D) which shall be incorporated into the final agreement between MRSWA and the contractor.

APPENDIX A

MONTGOMERY REGIONAL SOLID WASTE AUTHORITY PROPOSAL CONDITIONS

IMPORTANT! **READ CAREFULLY BEFORE MAKING BID/PROPOSAL!**

1. An offeror may withdraw or cancel a bid or proposal at any time prior to the date set for opening. After such time, the offeror may not withdraw for a period of ninety (90) calendar days following the deadline for submission of bids shown in the Request for Proposals. Any offeror may be required to clarify the offer or acknowledge by written confirmation that the minimum requirements of the request for proposal are included in the offeror's proposal.
2. Any invitation to bid, a request for proposal, any other solicitation or any and all bids or proposals may be canceled or rejected if the Authority determines that it is in the best interest of the Authority to do so. The reasons therefor shall be made a part of the contract file. Any offer which is incomplete, conditional, obscure, or which is not in conformance with the specifications may be rejected, or any such irregularities may be waived at the option of the Authority.
3. Procurement documents are subject to the Virginia Freedom of Information Act, with the following exceptions:
 - A. Cost estimates relating to a proposed procurement transaction prepared by or for the Authority shall not be open to public inspection.
 - B. Any competitive negotiation offeror, upon requests, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the Authority decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.
 - C. Trade secrets or proprietary information submitted to the Authority are not subject to disclosure if requested by the person submitting such information. The request must be made prior to or upon submission of the materials sought to be protected, identify what is to be protected and state the reasons protection is necessary.
 - D. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.
4. Any bidder or offeror submitting a proposal to the Authority subjects himself to the decision of the Authority as to the quality of what is offered, responsiveness of the bid,

responsibleness of the bidder, and the qualifications of any offerer. The Authority, as the case may be, in its sole discretion will evaluate bids or proposals and in all cases the decision made shall be final. Every offerer submitting a bid or proposal agrees to abide by the decisions of the Authority as a condition precedent to the submission of the bid.

5. The Authority does not accept the responsibility for maintaining a bid or offer list and will not accept the responsibility for the failure of any competitor to receive a solicitation directly from the Authority.
6. Once requests for proposal have been advertised, should a prospective offeror find any discrepancy in or omissions from the specifications, requests for proposal, or other contract documents, or should the offeror be in doubt as to their meaning, the offeror shall at once notify the specified contact person who will send written instructions to all bidders. The Authority will not be responsible for any oral instructions.
7. The provisions of Sections 2.2-4305, 2.2-4311, 2.2-4312, 2.2-4315, 2.2-4330, 2.2-4333 through 2.2-4338, 2.2-4340, 2.2-4341, 2.2-4363, and 2.2-4367 through 2.2-4377 of the Code of Virginia of 1950 are incorporated into these conditions by reference as fully as if set forth herein.
8. By submitting a proposal, the offeror agrees and warrants that the offeror has examined all the contract documents and, if appropriate, the subject of the contract and where the specifications require a given result to be produced, that the specifications are adequate and the required results can be produced under the specifications in the contract. Omissions from the specifications shall not relieve the offerer from the responsibility of complying with the general terms of the contract as indicated by the specifications. Once the award has been made, failure to have read all the conditions, instructions and specifications of the contract will not be a cause to alter the original contract or proposal or for the offerer to request additional compensation.
9. The firm, corporate or individual name of the offeror must be signed in ink in the space provided for the signature at the end of these conditions. In the case of a corporation or other artificial entity, the title of the officer signing must be stated and each officer must be duly authorized to bind the entity. In the case of a partnership, the signature of at least one general partner must follow the firm name, followed by the title, using the term "member of the firm."
10. 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 Authority does not discriminate against faith-based organizations.
11. Pursuant to a request for proposal, when competitive negotiation is the method of procurement, the following factors shall be considered in determining the most qualified firm or individual:
 - A. Any special qualifications or requirements set forth in the proposal documents.

- B. Qualifications of the project manager and project teams.
- C. Overall qualifications and experience of firm and any subcontractor to be used.
- D. Quality of the content of the proposal and its responsiveness to the request for proposal.
- E. The sufficiency of financial resources and ability of the bidder to perform the contract or provide the services.
- F. The location of the office that will have the responsibility for providing the set-up and delivery and the ability of the proposer to respond quickly to requests or requirements of the Authority.
- G. Financial ability of the firm to perform future maintenance and service for use of the subject of the contract.
- H. Cost estimates (which may or may not be required at the time of submission of the proposal, depending upon the circumstances.)

APPENDIX B

GENERAL TERMS AND CONDITIONS

These "General Terms and Conditions," are incorporated into the contract for Engineering Services associated with Pretreatment Services between _____ (the "Contractor") and the Montgomery Regional Solid Waste Authority (the "Authority") for goods and services to be provided by the Contractor.

1. **General Provisions.**

Nothing in any resulting contract shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of service contained in the Agreement. This contract is subject to appropriations by the Authority.

2. **Laws of the Commonwealth.**

A. 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 Contractor providing goods or services to the Authority under this contract assures the Authority that it is:

1. 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;
2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;
3. Complying with federal, state and local laws and regulations applicable to the performance of the services procured, including Occupational Safety and Health Administration and Virginia Occupational Safety and Health regulations, and hold all applicable licenses and permissions to provide the services and goods required by the Agreement, including, as applicable, the Virginia Department of Professional and Occupational Regulation; and
4. Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act.

B. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that:

1. The Contractor:
 - a. Will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.

- b. Will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and
 - c. Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor under this contract that the Contractor is an equal opportunity employer. All 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;
- 2. The Contractor will include the provisions of the foregoing subparagraph 2(B)(1) in every subcontract or purchase order under this Contract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that the Contractor shall:
 - 1. Provide a drug-free workplace for its employees;
 - 2. 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 its workplace and specify the actions which will be taken against any employee for a violation;
 - 3. State in all of its solicitations or advertisements for employees that it maintains a drug-free workplace; and
 - 4. Include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or vendor. For purposes of this sub-paragraph, "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 the provisions of the Virginia Public Procurement Act, 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.
- D. In addition to the provisions contained in sub-paragraph C. pertaining to drug-free workplace, Contractor shall comply with the federal Drug Free Workplace Act.
- E. **Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950 (the "Code"), in all invitations to bid, requests for proposals, contracts, and purchase orders, the Authority 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 Contractor is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

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 Authority and a faith-based organization, you are hereby notified as follows:

Neither the Authority'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 discuss the complaint with your provider or notify the Executive Director of the Authority.

3. **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, offeror, Contractor, supplier, manufacturer, or subcontractor in connection with the 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, offers, 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.
- E. The Contractor or any 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.

4. **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 Authority; however, no fixed priced contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000 whichever is greater without the approval of the Authority. The amount of any contract may not be increased for any purpose without adequate consideration provided to the Authority.

5. **Hold Harmless**

The Contractor agrees to indemnify, defend and hold harmless the Authority and its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature provided by the Contractor, provided that such liability is not attributable to the sole negligence on the part of the Authority or to failure of the Authority to use the materials, goods, or equipment in the manner outlined by the Contractor and descriptive literature or specifications submitted with the Contractor's bid.

6. **Assignment**

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

7. **Default.]**

In the case of default or breach by the Contractor or the failure of the Contractor to deliver the goods in conformance with the specifications in the contract, the Authority shall give written notice to the Contractor specifying the manner in which the contract has been breached. If the Authority gives such notice of breach and the Contractor has not corrected the breach within fifteen (15) days of receipt of the written notice, the Authority shall have the right to immediately rescind, revoke or terminate the contract and in addition to any other remedies available at law to procure such services from other sources and hold the Contractor responsible for any and all excess cost occasioned thereby.

8. **Required Payment.**

Pursuant to Section 2.2-4354 of the Code, the Contractor covenants and agrees to:

- A. Within seven (7) days after receipt of any amounts paid to the Contractor under the Contract, (i) pay any subcontractor for its proportionate share of the total payment received from the Authority attributable to the work under the Contract performed by such subcontractor, or (ii) notify the Authority and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor;
- B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Contract; and
- C. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Contractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Authority for work performed by the subcontractor under the Contract, except for amounts withheld pursuant to subparagraph 12(A). above.
- D. Include in its contracts with any and all subcontractors the requirements of subsections A, B, and C above.

9. **Insurance and Bond Requirements.**

- A. The Contractor shall maintain the following insurance to protect it from claims under the Workmen's Compensation Act, and from any other claims for personal injury, including death, and for damage to property that may arise from operations under the Contract, whether such operations be by itself or by any subcontractor, or anyone directly or indirectly employed by either of them.

TYPE OF COVERAGE

Workers' Compensation and Employer's

LIMITS

Statutory, including Employer's Liability of

Liability including coverage under United States Longshoremen's and Harbor Worker's Act where applicable	\$100,000.00 Each Accident \$500,000.00 Disease-Policy Limit \$100,000.00 Disease-Each Employee
Comprehensive General Liability endorsement coverages.	Including the Broad Form C.G.L.
Premises – Operations Bodily Injury Liability and Property Damage Liability Combined	\$500,000 Each Occurrence \$1,000,000 Aggregate
Including: Underground Hazard (U) Explosion and Collapse Hazard (XC)	
Independent Contractors – Owner's Protective Bodily Injury Liability and Property Damage Liability Combined	\$500,000 Each Occurrence \$1,000,000 Aggregate
Completed Operations – Products Liability Bodily Injury Liability and Property Damage Liability Combined for five (5) years after payment	\$500,000 Each Occurrence \$1,000,000 Aggregate
Contractual Bodily Injury Liability and Property Damage Liability Combined in accordance with Agreement between Owner and Contractor	\$500,000 Each Occurrence \$1,000,000 Aggregate
Personal Injury with Employee's Exclusion C deleted	\$1,000,000 Aggregate
Automobile Bodily Injury Liability and Property Damage Liability Combined covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, non-owned, or hired by the Contractor	\$500,000 Per Accident
Umbrella/Excess Liability	\$1,000,000 Each Occurrence \$1,000,000 Aggregate

- B. The Contractor shall purchase and maintain insurance coverage on his tools, equipment and machinery and shall waive subrogation to the Authority for damage thereto.

- C. The Authority reserves the right to require insurance of any Contractor in greater amounts, provided notice of such requirements is stated in the Solicitation or Request for Proposal.

10. **No Waiver.**

Any failure of the Authority to demand rigid adherence to one or more of this Agreement's provisions in the contract, on one or more occasions, shall not be construed as a waiver nor deprive the Authority 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.

11. **Termination.**

The Authority may terminate the resulting contract for its convenience upon ten (10) days' written notice to the Contractor. The Contractor shall not be paid for any 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 Contractor's work under this contract.

12. **Contractor Authorized to Transact Business in the Commonwealth.**

In accordance with Section 2.2-4311.2 of the Code of Virginia, if the Contractor is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership it shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 of the Code of Virginia, Title 50 of the Code of Virginia or as otherwise required by law. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required by Title 13.1 of the Code of Virginia or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the contract.

13. **Choice of Law.**

To ensure uniformity of the enforcement of this Contract, and irrespective of the fact that either of the parties now 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 her principles of conflicts of law.

14. **Forum Selection.**

The parties 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 Court of Montgomery County, Virginia, or in the U.S. District Court for the Western District of Virginia.

15. **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.

16. **Contractual Claims Procedure.**

- A. Contractual claims or disputes, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that Contractor shall give the Authority written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Contractor's intention to file such a claim or dispute 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 Contractor files such written notice, Contractor shall proceed with the work as directed. If Contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.
- B. The Authority, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Contractor by written notice.
- C. If the Contractor disagrees with the decision of the Authority concerning any pending claim, the Contractor shall promptly notify the Authority by written notice that the Contractor is proceeding with the work under protest. Any claim not resolved, whether by failure of the Contractor to accept the decision of the Authority or under a written notice of Contractor's intention to file a claim or a detailed claim not acted upon by the governing body of the Authority, shall be specifically exempt by the Contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- C. The decision on contractual claims by the governing body of the Authority shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by instituting legal action.

PROJECT SPECIFICATIONS

I. Work Elements: SCOPE OF SERVICES

Submittals must include a narrative on your company's qualifications in the operation and maintenance of Sanitary Sewer Discharge Pretreatment systems. The services to be provided are summarized below.

A. Operate Pretreatment Facility

- Conduct on site O&M support.
 - Coordinate with local contractors for electrical work, pump repair, and well clean-out as needed;
 - Coordinate with MRSWA personnel and perform operational tasks such as moving hoses, and starting and stopping pumps and blowers as necessary for the effective operation of the system;
 - Coordinate with MRSWA personnel to call the appropriate local services when needed to repair mechanical / electrical devices, as well as call Montgomery Sanitation to mobilize vacuum trucks to pump out grit chambers and wet wells as needed(Montgomery Sanitation is under contract directly with MRSWA);
 - Coordinate with MRSWA personnel to order filter sand, resin, as needed (contracted directly with MRSWA);
 - Coordinate with MRSWA personnel taking readings from meters and indicators, and relay information to MRSWA as necessary;
 - Perform oversight of resin column installation (MRSWA is responsible for fork truck operation and acquisition) and switch out;
 - Coordinate with MRSWA personnel to transport (by fork truck) hoppers of dirty sand and drying bed solids to the landfill for disposal, and return the hoppers to the units as needed;
 - Coordinate with MRSWA personnel to initiate the treatment process when instructed;
 - Rake and/or shovel the top layer of the sand filter beds into hoppers provided by MRSWA;
 - Coordinate with MRSWA personnel to perform an annual aeration tank cleaning by Montgomery Sanitation to vacuum solids and transfer to drying beds (Montgomery Sanitation is under contract directly with MRSWA);
 - Perform pH, conductivity, chloride, iron, and other routine field tests (i.e., by Hach test kit or equivalent) as necessary;
 - Provide pH and conductivity calibration solutions as needed; Assist MRSWA staff once annually with performing the annual initial demonstration for pH analysis This includes annual thermometer calibration of the pH meter using another thermometer that has been calibrated using National Institute of Science and Technology (NIST) traceable methods.

- Quarterly POTW sampling and analysis of discharge per pretreatment permit and report results to MRSWA and Town of Christiansburg.
 - Submitting the samples to ENCO under chain-of-custody control for analysis of the constituents listed under the section entitled "Quarterly Discharge Monitoring Sampling and Analysis" from the MRSWA Leachate Pre-treatment O&M Manual;
 - Operate the treatment system and oversee 2nd and 4th quarterly sampling events performed by the MRSWA contracted laboratory, Environmental Management Services, Inc. (EMS) of Wytheville, Virginia.
 - Reviewing the laboratory-provided data packages each quarter according to the section entitled "Data Review and Reporting (Data Validation, Evaluation, and Statistics)" from the MRSWA Leachate Pre-treatment O&M Manual, as well as quality assurance data in accordance with United States Environmental Protection Agency (EPA) guidance;
 - Compiling the validated laboratory analytical data in an electronic format with historical data for reporting to MRSWA and the Town of Christiansburg according to the sections entitled "Reporting" and "Corrective Action for Exceedances" from the MRSWA Leachate Pre-treatment O&M Manual.
- Monthly pre-treatment discharge reporting.
- Annual O&M support.
 - Coordinate the annual O&M event to coincide with an on-site O&M event and with MRSWA staff.
 - Inspect and document the conditions of the following equipment:
 1. Exterior of the aeration tank, blowers, and associated plumbing
 2. Sand filter beds
 3. The structural cover for the sand filter beds and drying beds
 4. Wet wells and sump pumps
 5. Ionic exchange resin columns
 6. Secondary containment unit and structure
 7. Flexible hoses
 - Provide MRSWA with a letter report of the findings of the inspection and include recommendations.
 - Provide MRSWA with any updates needed for the Annual Slug Control Plan submittal

B. General

- Proposer shall be responsible for compliance with all local, state, and federal regulations and permits and quarterly reporting of same, including repeat testing and reporting of permit exceedances.
- ii. Proposer shall be available to the site within 4 hours for emergency operational needs.
- iii. Proposer shall not store any unnecessary equipment on site.
- iv. Proposer will provide a monthly summary of activities to the MRSWA.
- v. Proposer will provide a detailed schematic of the pretreatment process (piping, valves, etc.) within 30 days of any changes to the process.

CONTRACT
PURCHASE OF OPERATION AND MAINTENANCE SERVICES
PRETREATMENT SYSTEM FOR DISCHARGE TO SANITARY SEWER

This contract is made this ____ day of _____, 2026, by and between the Montgomery Regional Solid Waste Authority, an entity operating pursuant to the Virginia Water and Waste Authorities Act, Chapter 51 of Title 15.2 of the Code of Virginia (the "Authority") and _____. Whose mailing address is _____, (the "Contractor")

WHEREAS, pursuant to the Virginia Public Procurement Act, the Authority solicited proposals for the Authority's purchase of sanitary sewer discharge pretreatment system operation and maintenance services (the "Project"); and

WHEREAS, the Contractor has submitted a Proposal for the Project (the "Proposal") that has been accepted by the Authority.

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the parties to this Contract agree the following terms and conditions:

1. **Incorporation by Reference.** The Authority's Request for Proposal (including the Specifications, if any, Appendix A, Appendix B and Appendix C thereto) is attached as Exhibit A and made a part hereof. The Contractor's Proposal is attached as Exhibit B and is made a part hereof. If any discrepancies arise between Exhibit A and Exhibit B, the Contractor agrees to abide by Exhibit A.
2. **Time of Performance.** The Contractor agrees to complete the Project in a timely manner. The term of this Contract is a period of 3 year, commencing at its execution. The contract may be extended by subsequent one-year terms if agreed to by both parties prior to expiration of the contract.
3. **Costs.** Contractor agrees to complete the Project for \$_____.
4. **Payment.** Within forty-five (45) days of receipt of invoice, the Authority shall make payment to the Contractor.
5. **Miscellaneous.**
 - A. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall not have meaning or effect upon the interpretation of the provisions of this Contract.
 - B. This Contract is the entire agreement between the parties.

- C. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provisions were not included therein.

IN WITNESS WHEREOF, and intending to be legally bound by this Agreement, the Montgomery Regional Solid Waste Authority and the Contractor, _____, by their duly authorized officers, has caused this contract to be properly executed under seal, the day and year first above written.

[Contractor Name]

By: _____

Title: _____

**MONTGOMERY REGIONAL
SOLID WASTE AUTHORITY**

By: _____

Title: _____

Exhibits:

A: Request for Proposal and all attachments and appendices.

B: Proposal