



REQUEST FOR PROPOSALS

Generator Replacement Water Treatment Plant Town of Clifton Forge, VA

1. **General:**

The Town of Clifton Forge, Virginia (hereafter referred to as the TOWN) is seeking the services of a firm qualified to remove the existing generator and install a new generator (hereafter referred to as the FIRM) lawfully engaged in the practice of these services in Virginia, for the following work, to remove/replace the existing generator at the towns Water Treatment Plant at 2500-2502 Sulfur Springs Road, Clifton Forge, Virginia. Scope is listed in Article 17. Interested firms should respond to this request on or before the date due for submission.

2. **Proposal Submission:**

In order to be considered responsive, proposals must be submitted to Mr. Earl LaBonte, Director, Clifton Forge Public Works, 520 Howard Street, Clifton Forge, Virginia, 24422, telephone (540) 863-2517.

Proposals must be received no later than 2:00 PM on August 22, 2017 to be eligible for consideration by the Town. Each proposal shall be submitted in a sealed envelope, which is clearly marked "**Generator Replacement WTP.**"

3. **Guidelines for Prospective FIRM:**

It is the policy of the TOWN that contracts are awarded only to responsible FIRMS. In order to qualify as responsible, a prospective FIRM must meet the following standards as they relate to this request:

- a. Have the adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- b. Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- c. Be able to comply with the proposed or required time of completion or performance schedule;
- d. Have a satisfactory record of performance.

4. Timetable:

Site visit to be conducted on the 10th of August 2017 at 1 PM. This site visit is mandatory.

RFP: Due on August 22, 2017 at 2:00 PM.

Selection Date: The Town will select a CONTRACTOR within 30 Days, unless the TOWN extends the time.

Construction Schedule: As agreed to during award discussions.

5. Conditions of Request for Proposals:

This Request for Proposals does not commit the TOWN to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies.

The TOWN reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this Request for Proposals, if in the best interest of the TOWN to do so.

Bidders that are in the NJPA system should reflect NJPA pricing.

Sections 6 through 16 are shown for the information of the FIRMS submitting proposals, and will be part of the terms and conditions governing the contract.

6. Revisions to the Request for Proposals Prior to RFP Date:

Any questions or inquiries must be submitted in writing and must be received by the Fire Department no later than seven (7) calendar days before the RFP date in order to be considered. Any changes to the RFP will be provided to all CONTRACTORS of record.

7. **Insurance:**

Per the attached sheet (please refer to page 7).

8. **Contract Award:**

Any contract entered into by the TOWN shall be in response to the proposal and subsequent discussions. The award shall be based on adequate financial resources for performance, or ability to obtain such resources, possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, ability to comply with proposed or required time of completion or performance, possession of a satisfactory record of performance and cost. ***The contract shall be a "not to exceed" price.***

9. **Payment Schedule:**

Invoices are due in duplicate and payable monthly by the third Friday of the following month. Invoices are to be for the actual dollar value of the services provided.

10. **Ownership of Reports:**

All data, materials and documentation pursuant to this contract shall belong exclusively to the TOWN.

11. **Disagreements and Disputes:**

All disagreements and disputes, if any, arising under the terms of the agreement, either at law, in equity, or by arbitrations, shall be resolved pursuant to the laws and procedures of the State of Virginia in which State this agreement shall be deemed to have been executed. No action at law, in equity or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of this agreement, in any jurisdiction whatsoever other than the State of Virginia.

12. **Termination of Contract for Cause:**

If, through any cause the FIRM shall fail to furnish in a timely and proper manner its obligation under this CONTRACT, or if the FIRM shall violate any of the covenants, agreements or stipulations of this CONTRACT, the TOWN shall thereupon have the right to terminate this CONTRACT by giving written notice to the FIRM of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished work by the FIRM under this CONTRACT shall, at the option of the TOWN become its property and the FIRM shall be entitled to receive just and equitable compensation for any satisfactory work completed on such work.

13. Termination for Convenience of the TOWN:

The TOWN may terminate the CONTRACT at any time by giving written notice to the FIRM of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished work and materials shall, at the option of the TOWN become its property. If the CONTRACT is terminated by the TOWN as provided herein, the FIRM will be paid an amount which bears the same ratio to the total compensation as the services covered by this CONTRACT, less payments of compensation previously made.

14. Indemnification:

The FIRM agrees to protect, defend, indemnify and hold the Town of Clifton Forge harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town, or its employees.

15. CONTRACT:

The contract between the Town of Clifton Forge and the FIRM shall consist of (1) the request for proposal (RFP) and any amendments thereto, and (2) the FIRM's proposal submitted in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and referenced in the request for proposal shall govern. However, the Town of Clifton Forge reserves the right to clarify any contractual relationship in writing with the concurrence of the FIRM, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the FIRM'S proposal. In all other matters not affected by the written clarification, if any, the request for proposal shall govern. The offerer is cautioned that his proposal shall be subject to acceptance without further clarification.

16. FIRM'S Experience

The FIRM must submit a list of previous and current projects which are considered identical or similar to the scope discussed herein and shall include the following:

1. Contract duration, including dates.
2. Services performed and fees for services.
3. Name, address and telephone number of client which may be contacted for verification of all data submitted.
4. Statement as to whether project was completed on time and within budget.

17. Scope of Services:

The FIRM will provide the services needed for the following:

Complete a mandatory site visit to inspect and evaluate the existing facility where work is to be accomplished.

Develop and present proposals for the removal of the existing generator to include but not be limited to the following:

1. Removal of the existing generator (the generator will remain property of the Town of Clifton Forge and will; be relocated to an alternate location by the town.
2. Installation of a new 185 KW generator complete with fuel tanks.
3. Connected to existing transfer switch.
4. What is required is the complete installation of a new packaged unit complete, included:
 - a. Generator
 - b. Fuel tanks
 - c. Connected to transfer switch
 - d. meets all Federal, State and Local laws
 - e. Work area restored to Town's satisfaction
 - f. Meet all Code requirements
 - g. 2 (two) year parts, service and labor warranty
 - h. A bid option for an additional 2 years parts, service and labor warranty
 - i. Service manuals the systems to include all components
 - j. Provide training on use of system and servicing requirements

All labor, materials and equipment are to be included in the "not to exceed" firm fixed price quote.

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

Producer:

COMPANIES AFFORDING COVERAGE

- (A)
- (B)
- ©
- (D)
- (E)

Insured:

COVERAGES:

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	LIMITS
	Commercial General Liability				\$500,000 each person \$2,000,000 aggregate \$1,000,000 Project aggregate
	Comprehensive Automobile Liability				\$500,000 each person \$500,000 each occurrence
	Umbrella or Excess Liability				\$1,000,000 Aggregate
	Workers' Compensation and Employers Liability				Statutory

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

CERTIFICATE HOLDER NAMED AS A NAMED INSURED:

Town of Clifton Forge
547 Main Street PO Box 631
Clifton Forge, VA 24422

CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.

AUTHORIZED REPRESENTATIVE:

**Note: The expiration date of the policy should be after the completion of the project or event, as applicable.
Note: Thirty (30) day cancellation notice required**

