



County of Shenandoah
600 North Main Street
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Woodstock, Virginia 22664
Phone (540) 459-6165 Fax (540) 459-6168
May 15, 2015

Request for Proposal

RFP # 2015-003 SHENANDOAH COUNTY ECC UPS PROJECT

Shenandoah County, Va. seeks qualified vendors to provide and install an uninterruptible power supply (UPS) and provide a maintenance and service contract for the UPS.

Proposal Issuing Date: May 15, 2015

Proposal Closing Date: May 27, 2015

Proposal Submittal To:
Mr. Evan L. Vass, Assistant County Administrator
600 North Main Street, Suite 102
Woodstock, Virginia 22664

RFP # 2015-003

SUBJECT: Shenandoah County, Va. seeks qualified vendors to provide and install an uninterruptible power supply (UPS and provide a maintenance and service contract for the UPS within the County's Emergency Communications Center/Public Safety Answering Point (ECC/PSAP) herein referred to as "PSAP."

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Mr. Evan L. Vass, Assistant County Administrator
600 North Main Street, Suite 102
Woodstock, Virginia 22664

Ladies and Gentlemen:

Written proposals for the supply of the goods and services fully described in the enclosed contract specifications will be accepted until May 27, 2015 at 2:00 pm.

Proposals must be submitted in duplicate and prepared in conformance with the enclosed Proposal Information and Requirements. Failure to meet any standard set forth in the Proposal Information and Requirements may result in rejection of the proposal. The enclosed Proposal Information and Requirements is hereby incorporated in and made a part of this requires for proposal by reference.

Any offeror shall be afforded the opportunity to inspect proposal records after evaluation and negotiation, unless the County elects not to accept any of the proposals and to reopen the proposal. Proposal records shall be open to the general public after the award of contract.

The contract will be awarded after competitive negotiation.

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1. PURPOSE

The County of Shenandoah, Virginia ("County") requests proposals from vendors capable of providing "turnkey" services for providing and installing an uninterruptible power system (UPS) as specified herein, as well as the removal and proper disposal of the existing UPS. The UPS unit shall be installed at the County Government Center (600 N. Main St., Woodstock, VA), specifically within the Public Safety Answering Point (PSAP).

The purpose of this Request for Proposal (RFP) is to solicit proposals from various candidate organizations, conduct a fair and extensive evaluation based on criteria listed herein, and select the candidate who best represents the direction the County wishes to go..

2. STATEMENT OF NEEDS

The Offeror to whom a contract is awarded under this RFP will assume complete responsibility for engineering, furnishing, and installing UPS system, along with removal and proper disposal of the existing UPS, as specified in this Request for Proposal.

Offeror shall propose a complete Uninterruptible Power System package. If the Successful Contractor's package as installed does not meet the technical requirements of this RFP and any resulting contract, all additions or modifications required to meet those technical requirements to the satisfaction of the County shall be at the sole expense of the Successful Contractor.

The major component of the Package is for Contractor to provide and install an Uninterruptible Power System (UPS). Said UPS unit shall be located at the County Government Center, 600 North Main Street, and specifically installed for the Public Safety Answering Point (PSAP) operations. Said UPS unit shall be compatible with and be synchronized with the County's 150 KW 120/208 three phase Y emergency backup generator. The proposed UPS unit is to be part of the entire public safety communications operation, to include the county's Public Safety Telephone and Radio systems, Computer Aided Dispatch (CAD) system, PSAP lighting and all other associated PSAP components.

This RFP and any resulting agreement contemplates and requires the "turnkey", installation, testing, and delivery of (at a minimum) a 15kVA / 15kW N+1 Uninterruptible Power System and components as specified by this RFP and any resulting agreement. The Successful Contractor shall furnish all materials, equipment, tools, skill, engineering, and labor necessary to fully complete in a workmanlike and timely manner the requirements of this RFP and any resulting agreement according to the specifications, terms, and conditions contained in this RFP and any resulting agreement, including any Exhibits and Appendices. The Successful Contractor assumes full responsibility for materials and equipment employed in the scope of this project and agrees to make no claims against the County for damages to such materials or equipment except for that which is caused solely by the County, its employees or agents.

As of the date of award of any resulting agreement, the Successful Contractor will have completed a site inspection by qualified personnel of the County PSAP and will agree that the present condition of such site is acceptable to the Successful Contractor and that the proposed UPS can be installed in a workable condition at the site. The Successful Contractor will, prior to installation, re-inspect such site and shall identify, in writing, to the County any changes in the site since the initial inspection that may affect the installation of the UPS. If the Successful Contractor fails to re-inspect the site prior to installation of the UPS components, it shall thereafter be liable for any failure of conformance with this RFP and any resulting agreement caused, in whole or in part, by changes at the site.

The Successful Contractor will agree to prepare and submit all necessary forms and to obtain all permits, licenses, and clearances, as required for the installation of the UPS at the Contractor's sole expense.

The Successful Contractor shall neither remove any County fixture nor County property, real or personal, from County premises, nor temporarily nor permanently affix any equipment to County premises not specifically required by this RFP and any resulting agreement without the express written consent of the County. In the event that any real or personal property of the County is damaged by any act or omission of the Successful Contractor, or any of its employees, agents, subcontractors or servants, the Successful Contractor shall, at the sole option of the County, either immediately repair or replace such damage to the complete satisfaction of the County, or, upon the County's presentation of an invoice, reimburse the County for the actual reasonable cost of repairing such damaged property. The Successful Contractor shall keep the County's premises reasonably clean of accumulations of rubbish or scrap materials resulting from the work covered by this RFP and any resulting agreement. Upon completion of the installation of the UPS, the Successful Contractor shall leave the County's premises reasonably free from excess rubbish or scrap material resulting from the Successful Contractor's performance.

The Successful Contractor shall be responsible to ship all equipment to the County PSAP. The Successful Contractor shall receive all materials purchased and turned over to it by the County and shall receive all delivered items by suppliers at the job site or at mutually agreed upon location. Any equipment or parts required to provide a complete UPS installation and not specifically mentioned in the Successful Contractor's proposal and any resulting contract shall be the sole responsibility of the Successful Contractor without any claim for additional payment.

Deliveries shall be made in accordance with the Project Schedule and shall be made F.O.B. Destination to County facilities, the Successful Contractor warehousing facilities, or any combination thereof, which in any event shall be located in County of Shenandoah, Virginia or other such locations as may be mutually agreed to by the parties (the "Facilities"). Subject specifically to this RFP Section entitled "Shipments", the Successful Contractor shall advise prior to shipment of actual destination and delivery date. The County will make payments as required by any resulting agreement.

Title to the UPS shall pass to the County upon final inspection and acceptance. This shall not be construed to award final acceptance and payment of the UPS and any equipment until all electrical connections have been made, startup testing of the emergency generators and UPS system have been completed, successful switchover of the UPS from prime power to generator supplied power as input, and a final inspection. Risk of loss of UPS and related equipment shall pass to the County upon final acceptance by the County. Should the UPS and related equipment not pass all acceptance tests required by this RFP and any resulting agreement, title shall revert to the Successful Contractor, and the County shall retain all rights and remedies available under any resulting agreement, including, but not limited to, termination. The Successful Contractor warrants that, at the time title passes, it shall pass free and clear of all liens, charges, security interests, and encumbrances.

The County has completed, or is in the process of completing, certain tasks related to system implementation. Work by the County includes:

1. Providing a 120/208 three phase Y commercial power, backed up by a redundant 150KW, 120/208 three phase Y emergency backup generator and automatic by-pass switch for use in conjunction with the UPS. The electrical contractor for said generator will be on site during the installation of the new UPS to facilitate switching the PSAP from Line power to Generator power for the duration of the installation.

2. Providing a proper environmentally controlled area for installation of the UPS.
3. Providing for removal of the outside entry door to facilitate the ease of bringing the UPS and associated equipment indoors on the day of installation.
4. Increasing the footprint of the concrete pad upon which the UPS rests as needed, up to an additional 4-inches on the forward facing edge of the pad.
5. Designating Jason Malloy, ECC Director as main project contact for the County (540) 459-6323.

The applicable sections or portions of the standards, regulations, and codes of the entities listed below shall apply to the Successful Contractor for site preparation and for the installation, operation, maintenance, and service of the System by the Successful Contractor:

- American National Standards Institute (ANSI)
- National Fire Protection Association (NFPA)
- National Electronic Manufactures Association (NEMA)
- National Electric Code (NEC)
- Occupational Safety and Health Act (OSHA)
- Institute of Electrical and Electronics Engineers (IEEE)
- Electronics Industries Association (EIA)
- Underwriters Laboratories (UL)
- American Society for Testing and Materials (ASTM)
- Any State or local ordinances and building, fire, and zoning codes

The Successful Contractor shall assume full responsibility for the acts and omissions of all its agents, servants, and employees, and all subcontractors, their agents, servants, and employees, and all other persons performing any of the work required under this RFP and any resulting agreement.

The Successful Contractor shall assign a Project Manager who is authorized to exercise technical direction of this project. The Successful Contractor's Project Manager is subject to approval by the County, which approval shall not be unreasonably withheld. The project manager will work with the County's representative to keep the project on schedule and coordinate the activities of the successful contractor's personnel.

2.1 SCHEDULE OF THE PROJECT

All proposals shall include a detailed project schedule. Offeror shall also indicate on their schedule, suggested milestone completion dates for a negotiated payment schedule for the contract document and ultimate payment by the County.

Provide a project schedule chart format depicting the start and stop dates for all tasks, with major project events and milestones from contract execution to final system acceptance, including tasks, resources, task duration, task responsibilities, and milestones. Include an estimate of the project completion date, based upon the tentative project commencement date. At a minimum, the following tasks shall be addressed in the project schedule and implementation plan:

<u>TASK</u>	<u>Responsible Party</u>
Contract award	County of Shenandoah
Equipment submittal	Successful Contractor
Design/Engineering	Successful Contractor
Project Implementation Document	Successful Contractor
UPS Installation	Successful Contractor

2.2 DRAWINGS

UPS drawings shall include dimensions and model numbers. The County will provide the successful contractor with a layout drawing of the anticipated UPS installation area within the PSAP, illustrating various equipment racks of the radio and telephone communications equipment which may be housed nearby.

2.3 COST

The Offeror shall provide a cost for each cost element, including particular emphasis on phasing of the scope of work and a firm fixed cost for each task in the scope of work. The Offeror shall provide this information in the format specified in this RFP. The Cost Proposal shall address all appropriate financial information necessary for completion of the scope of work.

Section 9 of the Proposal shall be accompanied by supporting cost information in sufficient detail to permit an evaluation by the County. This shall not include costs or value factors not directly related to an item. The County reserves the right to reject in whole or in part offers which fail to include adequate and clear supporting cost information for any and all items.

2.4 SPECIFICATIONS

A 15 kVA / 15 kW (minimum) N+1 upgradeable UPS system shall be furnished by the Successful Contractor for the County's PSAP. The input/output power for the UPS shall be compatible with the 120/208 three phase Y commercial service delivered to the PSAP and with the 120/208 three phase Y output of the supplied 125 KW standby emergency backup generator. The UPS system shall also be equipped to deliver remote monitoring data to the PSAP operations area via a monitoring card providing SNMP. The UPS system shall operate in complete harmony with the provided local commercial power and the backup emergency generator system at all times under varying load conditions. This shall be demonstrated during the final acceptance test. The UPS system shall have an external maintenance by-pass switch with interlock by solenoid key release (SKRU) which safely allows the UPS system to be taken off line for maintenance while maintaining electrical power to all radio/computer/telephone equipment, lighting, etc. supported by the UPS system.

The UPS system shall be of a modular design, allowing for the following features:

- Capacity upgradeable to at least the current 40Kva capacity of the existing UPS system
- One (1) Redundant module, equal to the capacity of the proposed and installed UPS system, to allow uninterrupted operation should the primary module(s) fail

The UPS system shall be quoted with two options – one reflecting a one hour run time at 12 kW and one reflecting a two hour run time at 12 kW. The UPS shall incorporate input and output over current protection via a maintenance bypass switch. The UPS Input voltage shall be compatible with the local commercial power provided to the site. UPS Output voltage shall meet the requirement of the equipment to be supported. The system shall utilize current industry technology. The UPS shall be UL 1778 and 1449 listed. Acceptable

manufacturers are Best Power Technology Inc., Liebert, Mitsubishi, PowerWare, or an approved equivalent.

2.4.1 GENERAL REQUIREMENTS

It shall be the responsibility of the Successful Contractor to provide, install, and test a complete and operable UPS system in the County's PSAP supplied pursuant to this procurement. All UPS equipment shall be new and factory tested. A copy of the factory test report shall be furnished to the County. A complete full load field test and successful field testing the UPS compatibility with the County's emergency backup generator will be required of the UPS unit supplied by this procurement. This testing will be performed during normal business hours, Monday – Friday, 8:00am – 5:00pm.

2.4.1.1 DOCUMENTATION

The following documentation shall be supplied to the County for the UPS supplied:

- Specification and data sheets depicting dimensions, weight, location of conduit entry, grounding and wiring requirements and details for bolting assembly frames to floor
- Schematic wiring diagrams showing input and output voltage ratings, , input voltage tolerance range, acceptable rate of change of the input voltage, input and output protective devices and field connections, battery connections, interconnect wiring, controls and instruments
- Manufacturer's certified standard test data
- Manufacturer's warranty documents
- Manufacturer's installation instructions
- Manufacturer's Operating and Maintenance Manuals

2.4.1.2 START-UP SERVICE

The UPS manufacturer shall directly employ a nationwide service organization consisting of factory-trained field service personnel dedicated to the startup and maintenance of UPS and power equipment. This service representative shall provide initial startup service and shall conduct acceptance testing at the County PSAP during normal business hours, Monday – Friday, 8:00am – 5:00pm. A resistive load bank shall be supplied by the contractor to load test the UPS system. The load test shall be performed at 0%, 50% and 100% load conditions. Input voltage, Input current, Input power factor, Battery voltage, Battery amps, Output voltage, Output current, Output % kW, Output % kVA, Output frequency, Bypass voltage, Bypass frequency and Output power factor shall be documented at each load condition. Test records shall be furnished to the County.

2.4.1.3 RATINGS

The UPS shall employ the latest, state-of-the-art technology and design. The UPS system shall consist of freestanding cabinets consisting of a rectifier section, inverter section, batteries, manual synchronized make-before-break maintenance bypass switch with input and output over current protective devices. Also included are all status and alarm displays, a remote interface communicator (web/internet capable), control devices, meters, components, cabling and connectors.

UPS and associated components shall be housed in heavy-duty reinforced steel freestanding finished cabinets requiring front access only. Batteries shall be housed within the UPS or, if necessary, matching cabinetry. All interconnecting cables (power and control) shall be provided by the UPS manufacturer.

2.4.1.4 DESCRIPTION AND OPERATION

When multiple UPS modules are connected in parallel and powering a common load, each UPS module output current will not differ by more than 5% of the rated full load current of one UPS module.

The capacity of the rectifier section shall be sufficient to maintain the battery string in a fully charged condition and continuously supply the required load through the inverter while floating the battery.

The system offered shall not include any switching device or devices which will interrupt the continuity of power in any way.

The components shall be selected to provide sufficient voltage capability and ample current-carrying capacity to furnish reasonable margin for handling over-currents and minor voltage variations. In no case shall components be operated at greater than 80% of the device's maximum steady state rating.

The UPS shall be capable of withstanding, without failure, short circuit currents and surges of magnitude and duration in accordance with ANSI/IEEE Standard C62.41, categories A3 and B3.

The UPS shall be capable of carrying 100% of the rated UPS output current continuously, 110% for 60 minutes, 125% for 10 minutes and 150% of rated output current for 60 seconds.

The system transient response shall be $\pm 5\%$ from nominal peak voltage for 100% load step. Voltage recovery shall be within 4 msec. to $\pm 3\%$ of nominal voltage.

The battery system shall be of the lead acid maintenance-free sealed, non-gaseous type. The battery system shall be provided with, a Three year full and Seven year pro-rated warranty, at a minimum.

2.4.1.5 ACCESSORIES

The following items shall be displayed on the instrument panel of the UPS cabinet via microprocessor based LED or equal display (including lights/meters) for the following characteristics:

- Input AC voltage line-to-line
- Input AC current for each phase
- Input frequency
- Battery voltage
- Battery charge/discharge current
- Output AC voltage line-to-line
- Output AC current for each phase
- Output frequency
- Apparent power
- Active power
- Battery time left during battery operation

The following conditions shall have audible and visual alarms in addition to dry contacts for use by the County:

- High Battery Voltage
- Automatic By-pass operation
- Emergency Operation (UPS on Battery)
- Rectifier/Inverter Failure
- Common Trip alarm (form "C")

All external power and control connections shall be terminated on terminal blocks and identified clearly on wiring diagrams for the County's external connections.

The UPS cabinet and battery cabinet (if not in UPS cabinet) shall be provided with a 1/4" x 1" copper ground bus with mechanical type lug connector to interface to County's grounding system. UPS manufacturer shall indicate on applicable drawing(s) requirements for neutral-ground bonding per UL Listing qualifying as "Separately Derived System" per NEC Art. 250.

2.4.1.6 REMOTE ALARMS

The UPS system shall be capable of and provide the following alarms, which shall be capable of being remotely monitored through the internet as well as locally:

- Mains Voltage Abnormal
- Mains Undervoltage
- Mains Freq. Abnormal
- Charger Fault
- Battery Reversed
- No Battery
- Control Power 1 Fail
- Parallel Comm. Fail
- Bypass Unable To Track
- Bypass Abnormal
- Inverter Asynchronous
- Fan Fault
- Control Power 2 Fail
- Unit Over Load
- System Over Load
- Bypass Phase Reversed
- Transfer Time-Out
- Load Sharing Fault
- Bypass Over Current
- Output Ground Fault

3. EVALUATION AND AWARD CRITERIA

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or negotiations. Individual criteria have been assigned varying weights at the County's discretion to reflect relative importance. Offerors are required to address each evaluation criterion in the order listed and to be specific in presenting their qualifications.

1. Timeline – since the UPS is used for an critical component of public safety, the timeline for having the new UPS up and running, therefore, is considered critical. [25 points]
2. Compliance with specifications – offeror must ensure the UPS’s meet the need of the County as outlined in the RFP and be compatible with existing systems within the County’s PSAP [20 points]
3. Response time – emergency maintenance and repair issues require a rapid, priority response in short order [20 points]
4. Pricing (including maintenance & warranties) [20 points]
5. References for similar scoped projects (including all sub-contractors) [15 points]

4. PRE-PROPOSAL SITE VISIT

A non-mandatory, but highly recommended, pre-proposal site visit may be conducted as needed. The purpose of this site visit is to allow potential offerors an opportunity to see the location and environment around which the new UPS will be installed. To schedule a site visit, contact the Director of Emergency Communications, Jason Malloy, (540) 459-6323.

The County may reject a contractor if the contractor’s UPS installation requires the County to make significant modifications to the space due to the failure of the Contractor to adequately familiarize himself/herself with the physical space needs of the UPS.

5. TRAINING, OPERATION, AND MAINTENANCE OF EQUIPMENT:

5.1 TRAINING

The contractor, in conjunction with his subcontractors and suppliers, shall provide the owner’s operations and maintenance personnel with instruction and training in the proper operation and maintenance of the equipment and related controls provided or altered in the work. Said training should be scheduled to occur within the first seven (7) days after installation of the UPS.

5.2 MAINTENANCE MANUALS

The contractor shall provide the owner with a minimum of four (4) copies of operating, maintenance and parts manuals for all equipment provided in the project. Further specific requirements may be indicated in the specifications. The contractor shall also provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

5.3 PREVENTIVE MAINTENANCE:

UPS manufacturer is required to perform a preventive maintenance visit for the UPS and Battery system six (6) months after start-up of the equipment. The preventive maintenance visit should be scheduled and approved by the County and should take place during normal business hours, Monday – Friday 8:00am – 5:00pm.

5.4 REFERENCES:

Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
1.			
2.			
3.			

The same reference information must be provided for any and all sub-contractors utilized to complete any portion of the project.

5.5 WARRANTY:

All materials and equipment shall be fully guaranteed against defects in material and workmanship for a minimum period of 1 year following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the County and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

5.6 WORK SITE DAMAGES:

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County’s satisfaction at the contractor’s expense.

5.7 MAINTENANCE:

As part of this proposal, the offeror shall provide up to 4 additional one-year periods of on-site maintenance (including labor, parts, and travel). Pricing for these 4 additional years (years 2 through 5) shall be given in the proposal. Maintenance shall not include external electrical work, providing supplies, and adding or removing accessories not provided for in the contract. Maintenance shall also not include repairs of damage resulting from: acts of God, transportation between locations, negligence by personnel, or other causes not related to ordinary use in the production environment in which installed.

5.9 QUALIFIED REPAIR PERSONNEL:

All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The County reserves the right to require proof of certification prior to award and at any time during the term of the contract.

5.10 SERVICE PERIOD (EXTENDED):

Due to the critical nature of the applications for which the equipment is purchased, the UPS manufacturer shall provide a national dispatch center to coordinate field service personnel schedules. One toll-free number shall reach a qualified support person 24 hours/day, 7 days/week, 365 days/year. If emergency service is required, on-site response time shall be four hours or less within 150 miles of a service center. Two local customer engineers shall be assigned to the site with a regional office as a backup. Escalation procedures shall be in place to notify manufacturer's Technical Support if a site is not functioning within 24 hours.

5.11 SERVICE REPORTS:

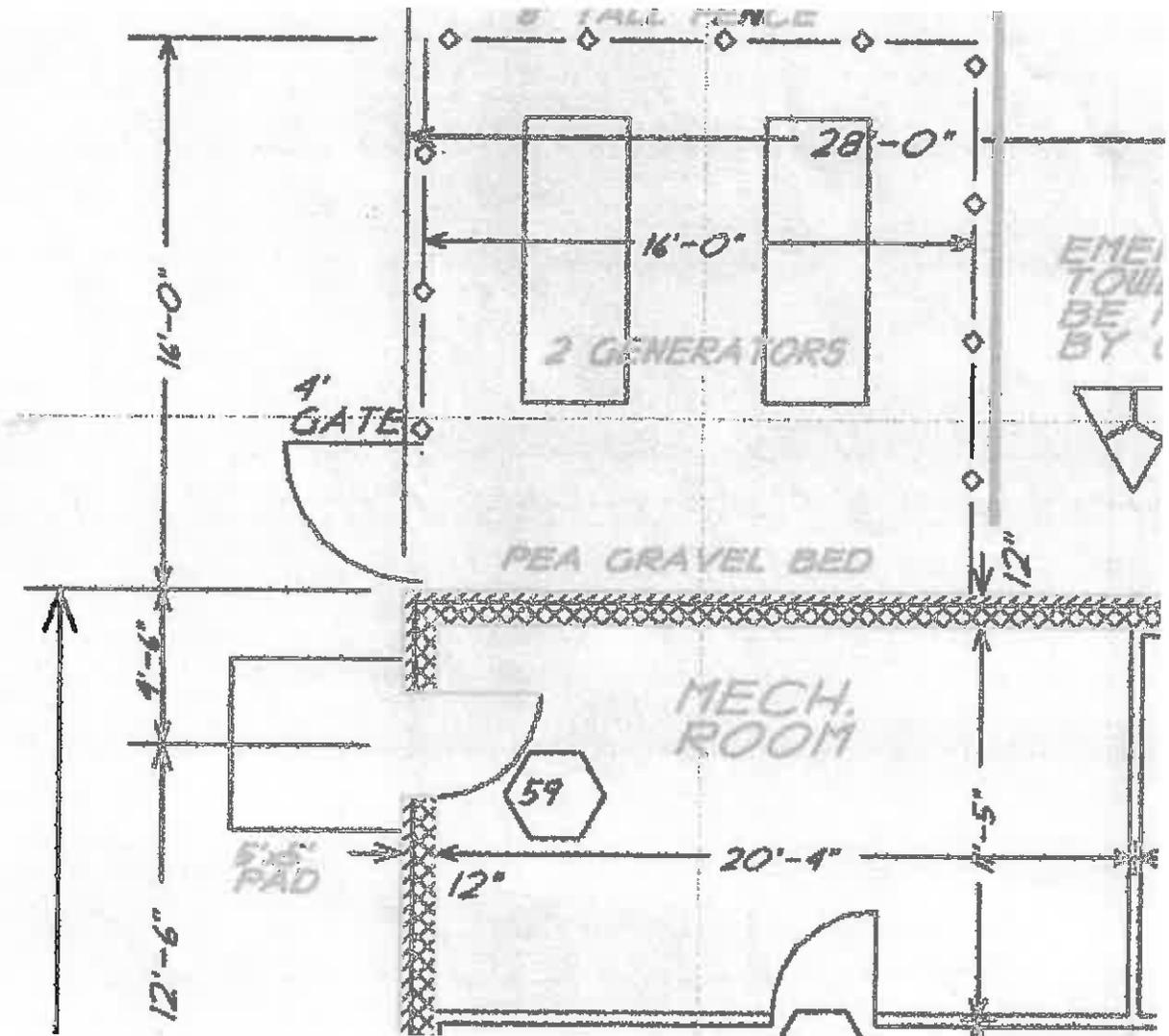
Upon completion of any maintenance call, the contractor shall provide the agency with a signed service report that includes, at a minimum: a general statement as to the problem, action taken, any materials or parts furnished or used, and the number of hours required to complete the repair(s).

5.12 ORDERING OPTION:

The County may, with the concurrence of the Contractor, place additional orders related to the operation of the UPS or affiliated equipment under the contract. The County would prefer the Contractor hold the pricing as stated in the original proposal for a period of 3 years. If this is not feasible, the Contractor may propose a percentage markup above the original proposed price for purchases made in years 1 through 3.

APPENDIX A - TECHNICAL DRAWINGS

FLOOR PLAN



SHENANDOAH COUNTY, VIRGINIA

PROPOSAL INFORMATION AND REQUIREMENTS

1. General:

- a. Subject to the conditions, specifications, and instructions below, proposals will be received at the County's Administration Offices, 600 North Main Street, Suite 102, Woodstock, Virginia 22664 until the time and date specified in the Request for Proposal.
- b. Offerors should respond to separate Requests for Proposals separately.
- c. The terms of this document shall form a portion of any contract between the County and the successful offeror, whether or not these terms are expressly incorporated into the contract form.

2. Contents of Proposals:

- a. Unless the specifications expressly provide otherwise, where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If, however, the bidder proposes similar but not identical items, he must furnish full particulars to the County for review and to assure equality of items. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equal, and he will be required to deliver the exact article specified.
- b. Offeror shall submit with the proposal descriptive literature of the commodities, equipment, materials, supplies or services which he proposes to furnish, if such articles are other than the exact item specified.
- c. Samples of items, if requested, shall be furnished by the offeror without charge. Upon request, the samples will be returned at the offeror's expense; otherwise, samples may be destroyed or consumed.
- d. Time of proposed delivery should be stated in number of calendar days. General terms such as "stock," "immediately," and "as soon as possible," may be cause for rejection. Unless otherwise specified, quote earliest delivery date as it may be considered a factor in making award.
- e. The proposal, and any other documents required, shall be enclosed in a sealed opaque envelope.

- f. Unless the Request for Proposal concerns professional services, the proposal shall state the offeror's price, and the County will consider price in ranking the proposals.

3. **Offeror's Representations:**

- a. Each offeror, by submitting a proposal in response to this request for proposals, represents that the offeror has read and understands the contract specifications and has familiarized himself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the work.
- b. The failure or omission of any offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint himself with conditions existing at the site, shall in no way relieve any offeror from any obligations with respect to his proposal or to the contract.

4. **Contractor's Registration:**

- a. Contractors are referred to Chapter 11 of Title 54.1 of the Code of Virginia, concerning residency issues, licensing issues, and evidence of licensure. Contractors shall submit proper evidence of their registration.

5. **Addenda:**

- a. If any party contemplating the submission of a proposal on this request for proposal is in doubt as to the true meaning of any part of the plans, specifications or other documents, he should submit a written request for an interpretation thereof to the County. An interpretation of the contract specifications will be made only by addendum duly issued to each party receiving a request for proposal. Addenda will be available at the County offices for review by any interested party. The County shall not be responsible for explanations or interpretations of contract specifications except as issued by addendum.
- b. Any changes to the request for proposal and contract specifications shall be in the form of a written addendum from the County which shall be signed by the Purchasing Agent or any duly authorized representative.
- c. The County will endeavor to issue all addenda no later than four (4) calendar days prior to the date set for the receipt of proposals except for addenda extending the date for the receipt of proposals or withdrawing the request for proposals.
- d. Each offeror shall be responsible for determining that all addenda issued by the County for the request for proposals have been received before submitting a proposal for the work.

- e. Each offeror shall acknowledge the receipt of each addendum in his proposal.
- e. The County may issue addenda by facsimile transmission, email, or any other method reasonably calculated to result in timely delivery to the potential offerors.

6. **Taxes:**

- a. The successful offeror shall pay all state, local, and federal taxes. Said taxes shall not be in addition to the contract price between the County and the successful offeror, as the taxes shall be an obligation of the successful offeror and not of the County, and the County shall be held harmless for the same by the successful offeror.

7. **Submission of Proposals:**

- a. Please mail or deliver all proposals in hard copy. Please do not send proposals by fax, email, or telegraph.
- b. The envelope containing the proposal should be sealed and marked in the lower left-hand corner with the request for proposal number, commodity, and hour and due date of the proposal. Additional copies of proposals should be enclosed in the same envelope as the original proposal.
- c. If a proposal contains proprietary information or trade secrets, such information must be submitted in a separate sealed and resealable envelope, and clearly marked as such.

8. **Modification of Proposal:**

- a. A proposal may be modified or withdrawn by the offeror anytime prior to the time and date set for the receipt of proposals. The offeror shall notify the County, in writing of his intentions.
- b. Modified and withdrawn proposals may be resubmitted to the County up to the time and date set for the receipt of proposals.

9. **Award of Contract:**

- a. The County reserves the right to waive any informality in proposals and to reject any or all proposals.
- b. The contract documents shall be subject to and governed by the laws of the Commonwealth of Virginia and the County. Any dispute arising out of the contract documents, their performance, or their interpretation shall be litigated only in the Circuit Court of the County of Shenandoah, Virginia.

10. **Bonds:**

- a. If the successful offeror is required to furnish a Performance Bond and a Labor and Material Payment Bond by the request for proposals, or if the proposal is for a construction contract in excess of \$100,000, the successful offeror will be required to furnish a Performance Bond and a Labor and Material Payment Bond in accordance with the requirements of § 2.2-4337 of the Code of Virginia.

11. **Insurance:**

- a. Unless expressly waived by the County, the successful offeror shall maintain insurance to protect himself and the County from claims under the Worker's Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by the offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the specifications of this section, or the requirements of applicable law, if greater.

The successful offeror shall carry public liability insurance at least in the amounts specified below, including the contractual liability assumed by the contractor, and shall deliver Certificates of Insurance from carriers acceptable to the owner specifying such limits, with the County named as an additional insured. In addition the insurer shall agree to give the County 30 days notice of its decision to cancel coverage.

- Worker's Compensation and Employer's Liability
Standard Virginia Worker's Compensation
- Automobile Liability, including Owned, Non-Owned and Hired Car Coverage
Bodily Injury - \$2,000,000 each person, \$2,000,000 each occurrence
Property Damage - \$250,000 each occurrence
- Comprehensive General Liability
Bodily Injury - \$2,000,000 per occurrence, \$2,000,000 annual aggregate
Property Damage - \$250,000 per occurrence, \$250,000 annual aggregate

Including Completed Operations/Products, Contractual Liability for Specified Agreement, Personal Injury, (XCU) Explosion, Collapse and Underground Coverage, Broad Form Property Damage

12. **Successful Offeror's Performance:**

- a. The successful offeror shall furnish all labor, materials and equipment necessary to fulfill the requirements of the contract in strict compliance with

the general terms, conditions, specifications and drawings of his proposal and the contract documents.

- b. The successful offeror agrees and covenants that his agents and employees shall comply with all Town, County, State and Federal laws, and rules and regulations applicable to the business to be conducted under the contract.
- c. The successful offeror shall ensure that his employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- d. The successful offeror shall cooperate with County officials in performing the work so that interference with existing County operations will be held to a minimum.
- e. The successful offeror agrees and covenants that he shall indemnify and hold the County and its employees and agents harmless against and from all liability, claims, damages and costs, including attorneys fees of every kind attributable to bodily injury, sickness, disease or death or to damage to or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under the contract, whether or not caused in part by a person or entity indemnified by this agreement.
- f. In case of any contractual default of the successful offeror, the County, after due notice may procure the goods and/or services detailed in the contract from other sources and hold the successful offeror responsible for all damages including, without limitation, attorneys fees and any other excess cost occasioned thereby.

13. **Employment Discrimination by Contractor Prohibited:**

- a. During the performance of this contract, the successful offeror agrees as follows:
 - (1) The successful offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 contractor. The successful 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 successful offeror, in all solicitations or advertisements for employees placed by or on behalf of the successful offeror, will state that such contractor 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.

b. The successful offeror shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

14. **Drug Free Workplace:**

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor'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 contractor'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 contractor that the contractor 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 subcontractor 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 contractor in accordance with this chapter, 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.

15. **Compensation:**

a. The successful offeror shall be required to submit a complete itemized invoice on each delivery or service which he may perform under the contract.

b. Payment shall be rendered to the successful offeror for satisfactory compliance with the terms, conditions and specifications of the contract and within forty-five (45) days after the receipt of the proper invoice.

16. **Successful Offeror's Obligation to Pay Subcontractors:**

a. The successful offeror awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to him by the County for work performed by his subcontractor(s) under the contract:

(1) Pay the subcontractor(s) for the proportionate share of the total

payment received from the County attributable to the work performed by the subcontractor(s) under the contract; or

- (2) Notify the County and subcontractor(s), in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. The successful offeror shall pay interest to the subcontractor(s) on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the County for work performed by the subcontractor(s) under the contract, except for amounts withheld as allowed by subparagraph a(2) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.
- c. The successful offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor(s).
- d. The successful offeror obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section shall not be construed to be an obligation of the County. A contract modification will not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

17. **Cancellation:**

- a. The County reserves the right to terminate the contract immediately: 1) in the event that the successful offeror discontinues or abandons operations; 2) if adjudged bankrupt, or reorganized under any bankruptcy law; or 3) fails to keep in force any required insurance policies or bonds.
- b. Failure of the successful offeror to comply with any section or part of its contract will be considered grounds for immediate cancellation of the contract by the County.
- d. If the successful offeror has not breached the contract but the County cancels it, the offeror will be paid by the County for all scheduled work completed satisfactorily by the successful offeror up to the termination date set in the written cancellation notice.

18. **Governing Documents:**

This procurement is subject to the terms of Chapter 43 of the Shenandoah County Code and the Shenandoah County Purchasing Procedures Manual. Copies of these documents are available upon request.

19. The County does not discriminate against faith-based organizations.