



2241 LANGHORNE ROAD \* LYNCHBURG, VA 24501 \* (434) 847-8050 \* FAX (434) 455-3431

## **RFP #1375 (addendum 1)**

### **Emergency Administration Generator**

#### **I. Objective**

Provide design/build services to furnish and install a new diesel powered standby generator system with weatherproof/sound proof enclosure for the Administration Building/IT Dept depending on selected option.

#### **II. Timeline**

##### **A. Proposal Issuance Date**

June 4, 2012

##### **B. Optional Pre-Submission Conference**

An optional pre-proposal conference will be **Tuesday, June 12, 2012, at 10 AM** at the **Administration Office, located at 2241 Langhorne Road, between La Caretta and Hardees**. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

##### **C. Question Deadline & Contact Information**

Questions concerning this RFP should be directed, in writing by email ([jay.goding@cvcsb.org](mailto:jay.goding@cvcsb.org)) or fax (434-455-3431) to **Jay Goding (voice 434-847-8050 x1269)** in the Purchasing Office no later than 7 business days prior to the closing date of the proposals. Any revisions to the solicitation will be made only by written addendum issued by the Purchasing Office.

##### **D. Proposal Deadline**

Friday, June 29, 2012; no later than 2 p.m. EST. Any proposal received after that time will not be considered.

##### **E. Period of Contract**

Expect completion of project is within 90 calendar days of the award date.

#### **III. Background**

Central Virginia Community Services (CVCS) is one of 40 "community services boards" in Virginia charged by the Commonwealth of Virginia with the provision of public services to individuals with mental health disorders, substance use disorders and intellectual disabilities. For over 40 years, CVCS has served the cities of Lynchburg and Bedford as well as the surrounding counties of Amherst, Appomattox, Bedford and Campbell, an area of over 2,000 square miles. CVCS provides clinical services to tens of thousands of adults and children and prevention services to several thousands of individuals, mostly children and adolescents. CVCS employs 650 persons in a variety of clinical and administrative positions supporting over 30 clinical and prevention programs.

#### **IV. Statement of Need**

Project must include, but is not limited to, installation and commissioning of new generator, automatic transfer switch, main disconnect, associated electrical circuits, concrete foundation and excavation of selected hillside site, bore under determined area of parking lot and under side yard to the transfer switch location in the lower level of bldg, wiring conduit, controls, and all incidental improvements for a fully operational system.

## V. General Requirements

### A. Experience and Building Permit

Offerors must have extensive experience and knowledge in the provision of design and installation of diesel powered generators as well as having an excellent track record in installation and knowledge of these services. Offeror shall have a valid Class A contractor's license. Offeror shall have on staff, or shall procure the consulting services of, a professional engineer capable of preparing documents sufficient to obtain a building permit from the City of Lynchburg.

### B. Generator Location and Routing

Under Options 1, 2 and 3, Offeror shall locate generator against existing chain link fence in parking lot, such that it is not in the space closest to the stairs into the mechanical room. Provide eight feet tall chain link fence around generator location with man door and clearance to service generator. Route conduits below grade from generator to corner of building, then run conduits exposed on the back of the building up to the existing electrical closet.

### C. Generator Fuel

Upon completion of the project, provide a full fuel tank assuming No.2 diesel costs \$3.50 per gallon. If No.2 diesel is less than \$3.50 per gallon, provide the difference in cost to the owner as a credit. If No.2 diesel is more than \$3.50 per gallon, provide number of gallons pro-rated to difference in price.

### D. NFPA 110 Test

For bid options 1, 2 and 3 below, provide an optional price for a NFPA 110 generator test as part of the factory start-up testing.

### E. Generator

For bid options 1, 2 and 3 below, provide an optional price for a NFPA 110 generator test as part of the factory start-up testing.

## VI. Bid Options

### A. Option 1 – Information Technology Room

1. Provide a 200A, 3P automatic transfer switch in the first floor electrical closet (off break room). The normal side of the ATS shall be connected to the existing 200A, 3P individually-mounted circuit breaker, which is tapped to the existing service wireway. The load side of the ATS shall connect to the existing 200A, 3-phase feeder serving the second floor IT room panelboard.
2. Provide a 40 kW diesel-driven permanent magnet generator (PMG) to serve the emergency side of the ATS. Provide fuel tank sized for 72 hours of operation at 75% load.
3. Rewire the existing IT room lights to the existing 200A, 3P IT room panelboard. Provide a light switch in the computer room.

### B. Option 2 – Information Technology Room and Conference Room

1. Provide a 200A, 3P automatic transfer switch in the first floor electrical closet (off break room). The normal side of the ATS shall be connected to the existing 200A, 3P individually-mounted circuit breaker, which is tapped to the existing service wireway. The load side of the ATS shall connect to the existing 200A, 3-phase feeder serving the second floor IT room panelboard.
2. Provide a 60 kW diesel-driven permanent magnet generator (PMG) to serve the emergency side of the ATS. Provide fuel tank sized for 72 hours of operation at 75% load.
3. Rewire the existing IT room lights to the existing 200A, 3P IT room panelboard. Provide a light switch in the computer room. Referring to the conference room located on the first floor below the IT room, rewire the existing lighting, existing receptacles (or provide new ones), and (2) existing package terminal air conditioners to the existing IT room panelboard. Rewire the existing building corridor and bathroom lights to the existing IT room panelboard.

### C. Option 3 – Entire Building

1. Replace the existing service wireway tapped for five service disconnects with a 600A, 3P main circuit breaker panelboard in the utility room adjacent to the break room. Provide a circuit breaker to back feed each existing service disconnect/panelboard.
2. Provide a 600A, 3P service entrance rated automatic transfer switch in the first floor utility room adjacent to the break room. An individually-mounted, service entrance rated circuit breaker and ATS may be used in lieu of a service entrance rated ATS.
3. Provide a 150 kW diesel-driven permanent magnet generator (PMG) to serve the emergency side of the ATS. Provide fuel tank sized for 72 hours of operation at 75% load, but not exceeding 660 gallons.
4. Rewire the existing heat pump controls to disable their electric heat when on emergency power.

**D. Option 4 – Retaining Wall and Generator Pad**

1. In lieu of losing parking spaces for the generator installation, excavate the hillside along the fence line with La Caretta. Provide a concrete or segmental block retaining wall against the hillside and pour a pad for the generator and working clearance. Provide an eight feet tall chain length fence on three sides to secure the pad and working clearance. Provide a 36 inch man door in the fence.

**VII. Proposal Preparation and Submission Requirements**

**A. General Instructions**

1. Proposals should not be extensive but should convey enough information for the Agency to evaluate the ability of your firm to provide the requested services. Proposals must contain the following, in this order:
  1. Letter of transmittal
  2. Table of contents
  3. Brief description of the firm(s)
    - history
    - principals
    - qualifications to undertake this project
  4. List of personnel (and consultants, if applicable) who would be assigned to the project in terms of:
    - related experience
    - project team role and time commitment of each member
  5. Brief description of not more than 1 similar project.
  6. Assuming the notice to proceed is given on July 27, 2012, provide a schedule including major procurement, installation, service interruption and commissioning activities. Include proposed working hours and any night/weekend work you propose, specifically related to building downtime.
  7. Briefly describe your firm's general approach to providing similar services (use exhibit if appropriate).
  8. Provide bid amount for each option indicated in the RFP.

Proposals should not be accompanied by voluminous plans or reports as examples of the proposer's previous work.

2. Proposals are to be returned to the Purchasing Office, Central Va. Community Services, 2241 Langhorne Rd, Lynchburg, Virginia 24501.
3. The original Request for Proposal must be returned with your proposal.

**B. Specific Instructions**

1. In order to be considered for selection, offerors shall submit a complete response to this RFP. One (1) original and three (3) copies of each proposal are to be submitted.
2. All proposals shall be returned in a sealed envelope marked RFP # 1375 "Emergency Administration Generator". Proposals shall be signed by an authorized representative of the offeror. Courier and regular mail packages shall be clearly marked as to the contents.
3. Vendors that will be performing services at a CVCS site must be able to present Certificates of Insurance stating a minimum of 1 million dollars General Liability and Workers Compensation in the statutory amount. Such certificates will only be required of the successful firm.

**VIII. Contract Award and Development**

- A. The Competitive negotiation method of selection will be used to determine the most qualified offeror among those submitting proposals. Proposals will be evaluated in accordance with the "proposal evaluation criteria" in the RFP.
- B. The content of the RFP and the successful offeror's proposal will become an integral part of the contract, but may be modified by provisions of the contract. Offerors must be amenable to inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection/negotiation process. The information received will be considered contractual in nature and will be used in validation and evaluation of proposals and in subsequent contractual action.

## **IX. Proposal Evaluation Criteria**

Proposals will be reviewed in accordance with the following evaluation criteria:

1. The offeror has demonstrated the ability to meet the agency's needs as described in the RFP.
2. The offeror has significant experience supporting emergency power systems in the Lynchburg area.
3. The offeror's bid price.

## **X. General Terms and Conditions**

- A. Proposals should be complete. Oral presentations are an option of the agency and may be required of finalists as an opportunity to clarify or elaborate on the bid. The agency will schedule the time and location of these presentations.
- B. No member of the governing body, officer, or employee of Central Virginia Community Services during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- C. The agency reserves the right to accept any bid or to reject any or all proposals.
- D. Central Virginia Community Services may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the agency all such information and data for this purpose as may be requested. The agency reserves the right to inspect offeror's physical plant prior to award to satisfy questions regarding the offeror's capabilities. The agency further reserves the right to reject any offer if the evidence submitted by, or investigations of, such offeror fails to satisfy the agency that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- E. All proposals submitted under the RFP will become the property of the Central Virginia Community Services Board and will not be returned. In accordance with the Virginia Public Procurement Act: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary."
- F. The Central Virginia Community Services Board will not be responsible for any expenses incurred by a potential offeror in preparing and submitting a bid.
- G. Proposals received after the date and time stated will not be considered. It is the responsibility of the offeror to see that his bid is received in the Purchasing Office by the specified time and date. Date of postmark is not considered. Telephone, telegraph and facsimile proposals are not acceptable.
- H. It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- I. By submitting a Bid, the Offeror covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- J. Payment shall be made upon 30 days receipt of accurate and complete monthly statements.
- K. By signature on this solicitation, bidder certifies that it does not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- L. By written notice to the Contractor, Community Services may from time to time make changes, within the general scope of the Contract, in the services provided by the Contractor. The Contractor shall promptly comply with the notice and shall perform services in conformity to the notice. If any such change causes an increase or decrease in the Contractor's cost of performance, an equitable adjustment in

the payment rate shall be negotiated and the contract modified accordingly by written supplemental agreement.

- M. The Contractor shall adhere to the rules and regulations proclaimed by the Purchasing Agency regarding the confidentiality of client related information during and after the term of the contract.
- N. If the Contract involves patient care, the contractor will adhere to the standards set by the Purchasing Agency regarding quality assurance and participate with the Purchasing Agency in the systematic and ongoing monitoring and evaluation of patient care.
- O. Failure to submit a Bid on the form provided for that purpose shall be a cause for rejection of the Bid. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the Bid; however, CVCS reserves the right to decide, on a case by case basis, at its sole discretion, whether or not to reject such a Bid as nonresponsive.
- P. CVCS reserves the right to conduct any inspection it may assume advisable to assure supplies and services conform to the specifications.
- Q. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than thirty (30) days.
- R. In case of failure to deliver services in accordance with the contract terms and conditions, CVCS, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs.
- S. A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Chief Executive Officer of CVCS.
- T. By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their Bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- U. The agency reserves the right to cancel any subsequent contract at any time the agency, at its sole discretion, deems it to be in the agency's best interest to do so by giving the contractor 30 days written notice. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of cancellation.
- V. By submitting their proposal, all bidders and offerors certify to the Central Virginia Community Services Board, Virginia that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, The Americans with Disabilities Act, Section 11-51 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance.
  - 1. During the performance of this contract, the contractor agrees as follows:
    - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonable necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    - c. 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 paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

W. By submitting their bid/bid, all bidders and offerors certify to the Central Virginia Community Services Board that: During the performance of the 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.

X. CVCS reserves the right to award a contract to a bidder based on "best value" (as defined in the Virginia Public Procurement Act, July 2005), which means the overall combination of quality, price, and various elements of required services that in total are optimal relative to the needs of CVCS.

**IN COMPLIANCE WITH THIS INVITATION FOR BID AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED BID OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.**

Company Name and Address:

\_\_\_\_\_

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

\_\_\_\_\_

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

Signature in Ink

\_\_\_\_\_ ZIP \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Print Name: \_\_\_\_\_

Fax: \_\_\_\_\_