



HARRISONBURG-ROCKINGHAM REGIONAL SEWER AUTHORITY

P.O. BOX 8

MOUNT CRAWFORD, VIRGINIA 22841

TEL: 540.434.1053 FAX: 540.434.5160

www.hrrsa.org

ISSUE DATE: December 21, 2020	Request for Proposal: HRRSA-2021-05	FOR: Electrical Building 1 Improvements Electrical Gear Procurement
DEPARTMENT: Harrisonburg-Rockingham Regional Sewer Authority	DATE/TIME OF CLOSING: January 21, 2021, 2:00 P.M., local time	CONTRACT ADMINISTRATOR: Sharon G. Foley, P.E. Executive Director sfoley@hrrsa.org 540.434.1053, Ext. 223

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by the Harrisonburg-Rockingham Regional Sewer Authority (HRRSA) the items or services offered and accompanying attachments shall constitute a contract.

Acknowledge Receipt of Addenda Here:

No. _____	Date: _____
No. _____	Date: _____
No. _____	Date: _____
No. _____	Date: _____

Note- HRRSA does not discriminate against faith-based organizations in accordance with the *Code of Virginia, § 2.2-4343.1* or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment in the performance of it procurement activity.

NAME AND ADDRESS OF FIRM: _____ Telephone/Fax No.: _____

_____ E-Mail Address: _____

_____ Federal Employer Identification No. or _____

_____ Federal Social Security No. _____

_____ (Sole Proprietor) _____

_____ Prompt Payment Discount % for payment within days/net days

_____ Contractor's License No. _____

By signing this proposal, offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this RFP.

BUSINESS CLASSIFICATION – CHECK ONE:

Individual Partnership Corporation LLC

State in which Incorporated: _____

_____ Vendor Legally Authorized Signature	_____ Date
_____ Print Name and Title	_____ Witness

Sealed proposals subject to terms and conditions of this Request for Proposals will be received by U.S. mail at P.O. Box 8, Mount Crawford, VA 22841 or by delivery to 856 North River Road, Mount Crawford, VA 22841 until the day/time specified above.

AN EQUAL OPPORTUNITY ORGANIZATION

Please return this completed form with bid/proposal submission.

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HARRISONBURG-ROCKINGHAM REGIONAL SEWER AUTHORITY
REQUEST FOR PROPOSALS
ELECTRICAL BUILDING 1 IMPROVEMENTS ELECTRICAL GEAR PROCUREMENT
RFP No. HRRSA-2021-05

Table of Contents

1. PURPOSE	5
2. BACKGROUND INFORMATION	5
3. SCOPE OF SERVICES	6
4. SPECIFICATIONS AND DRAWINGS.....	6
5. GENERAL CONTRACT CONDITIONS.....	10
6. SPECIAL TERMS AND CONDITIONS	10
7. INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS.....	15
8. EVALUATION OF PROPOSALS.....	20
9. PRICE QUOTATION FORM	23
10. VENDOR IDENTIFICATION AND OWNERSHIP DISCLOSURE.....	25
11. SMALL AND MINORITY BUSINESS STATEMENT	27
12. STATE CORPORATION COMMISSION FORM	29

ATTACHMENTS:

A – HRRSA GENERAL TERMS AND CONDITIONS

B – TECHNICAL SPECIFICATIONS

C – PROJECT DRAWINGS

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1. **PURPOSE**

- A. The Harrisonburg-Rockingham Regional Sewer Authority (HRRSA) is requesting proposals, subject to the specifications and conditions contained herein, to provide electrical gear, including two service entrance rated breakers, MCC sections, tie breaker/bus to replace existing electrical gear MCC-7 in Electrical Building 1 at the North River Wastewater Treatment Facility (WWTF) in Mount Crawford, Virginia. This equipment will be installed as described herein by an installing Contractor as Owner furnished equipment.
- B. Technical proposal(s) including information from the Manufacturer of the electrical gear equipment will be evaluated as part of the procurement process due to the specialized nature of the electrical gear, limited space requirements, and requirement to coordinate closely with the bioreactor blower equipment.

This solicitation, and the resulting Purchase Order(s), shall be consistent with the Virginia Water and Waste Authorities (VWWA) Act and the Virginia Public Procurement Act (VPPA).

2. **BACKGROUND INFORMATION**

- A. HRRSA is a political subdivision of the Commonwealth of Virginia, organized under the Virginia Water and Waste Authorities Act, Chapter 28, Title 15.1, Code of Virginia of 1950, as amended. HRRSA was created by action of the Board of Supervisors of Rockingham County and the Councils of the City of Harrisonburg and the Towns of Bridgewater, Dayton and Mt. Crawford, Virginia and was chartered by the State Corporation Commission on July 15, 1970.
- B. HRRSA's North River Wastewater Treatment Facility (WWTF) is located at 856 North River Road, Mount Crawford, Virginia 22841 and has a rated design capacity of 22.0 million gallons per day (MGD).
- C. The North River WWTF was upgraded with enhanced nutrient removal treatment technology in 2010 and consists of a 5-stage Bardenpho activated sludge process. The activated sludge process includes un-aerated basins (portions of Bioreactor Basins 1 to 7) that are mixed by submersible mechanical mixers. These mixers are critical to plant operations. The mixers are powered by MCC-4 which is fed from MCC-7 located in Electrical Building 1. MCC-4 does not have a redundant source of power supply, thus any downtime must be minimized. Additionally, screening, grit removal and primary clarification unit processes are powered from MCC-7. These unit processes are critical to plant operations, however they have redundant features that will allow phased start-up.

3. **SCOPE OF SERVICES**

- A. HRRSA will evaluate, select and directly purchase from one (1) Manufacturer, hereafter referred to as “Offeror”, one (1) dual feed 480VAC, 3PH, 60HZ MCC designed for two 1,000A feeds complete with electrical appurtenances as specified within this RFP. All equipment shall meet the requirements contained in this Request for Proposals (RFP) document, Technical Specifications and Project Drawings.
- B. Electrical gear (Equipment) to be provided under this RFP includes:
 - 1) MCC-7
- C. The Equipment procured under this RFP will be installed as Owner furnished, Contractor installed material as part of the Electrical Building 1 Improvements project. HRRSA will, under separate contract(s), procure the services of a general contractor(s) to perform site work, modify building and equipment foundations, furnish and install conduit and conductors, and install electrical gear equipment provided under this RFP. The equipment will be installed under the direction of the Offeror’s field representative.

4. **SPECIFICATIONS AND DRAWINGS**

- A. The Offeror shall furnish the Equipment described in the Technical Specifications and Project Drawings dated February 26, 2020 for the Electrical Building 1 Improvements included as Attachments C and D. All Equipment shall meet the functional and performance requirements contained in this RFP and supporting attachments.
- B. The Offeror shall provide HRRSA with Manufacturer technical support required for coordination with other equipment and equipment suppliers, to include panelboards, house electrical loads, and control systems, provided as part of the Electrical Building 1 Improvements Project. The Electrical Gear Equipment will be installed by the Installing Contractor under the direction of the Offeror’s certified field representative (Field Representative). The Offeror shall be responsible for issuing a Certificate of Proper Installation and a Certificate of Proper Operation for the Equipment.
- C. Manufacturers: Refer to Section 262419. Alternate manufacturers meeting the performance requirements specified may be considered, but HRRSA reserves the right to select equipment based on technical requirements and conformance to the RFP documents.
- D. All electrical connections that are not factory assembled and shipped complete shall be labeled and full installation coordination drawings shall be provided by the Offeror to clearly delineate installation requirements to the Installing Contractor.

E. Factory Finishing

Shop prepare, prime, and finish coat all ferrous metal components of the Equipment in accordance with the following schedule for Exposed Metal – Mildly Corrosive Environments. HRRSA to select finish coat colour as part of shop drawing review and approval process.

Surface Prep.	Paint Material	Min. Coats, Cover
SSPC – SP10	Epoxy Primer – Ferrous Metal	1 coat, 2.5 MDFT
	Polyurethane Enamel	1 coat, 3 MDFT

F. General Requirements

- 1) Safety Devices: The Equipment shall include all necessary permanent safety devices, such as machinery guards, emergency stops, non-ratcheting returns and similar items required by OSHA, and other federal, state, and local health and safety regulations.
- 2) Provide lifting lugs for all Equipment components weighing over 100 pounds.
- 3) The Equipment shall comply with all applicable federal, state and local codes and regulations to include safety and fire codes and regulations.

G. Warranty Requirements

The Offeror shall provide a full written warranty for all equipment provided under this RFP. The warranty period shall be 24 months from start-up but not to exceed 30 months after the date of Substantial Completion. If a defect is found during the warranty period, the Offeror shall remedy said defect at no cost to HRRSA. The Offeror shall provide a cost adder for extending the warranty for all equipment to 36 months from start-up but not to exceed 48 months after the date of Substantial Completion.

H. Shop Testing

- 1) Shop test Equipment in accordance with the individual equipment specifications. Owner shall be notified prior to shop testing and reserves the right to attend and witness testing at the manufacturer’s test facility (at Owner expense).
- 2) During the shop test the following parameters shall be recorded:
 - a. Serial number, model number, testing agent name, certification number and location, date and time of test. HRRSA shall be notified 5-days in advance of certification testing and shall be permitted unimpeded access to attend and witness factory certification testing at the manufacturer’s test site. Travel cost for HRRSA to observe test shall be independent of Equipment cost and shall be borne by HRRSA.
 - b. Certified shop test reports shall be submitted to HRRSA with delivery of Equipment.

I. Field Testing

- 1) Offeror shall conduct functional and performance field tests of the Equipment to determine systems ability to operate within the performance limits specified. The Offeror shall

coordinate with and direct the Installing Contractor during Equipment installation and shall be responsible for issuing a Certificate of Proper Installation and a Certificate of Proper Operation for the Equipment.

- 2) Offeror shall include a minimum of three trips of on-site installation support with Field Representative present on site full time for three days (8-hours each day) during functional and performance testing; additional days may be provided at Offeror's discretion.
- 3) Functional Test
 - a. Offeror shall issue a Certificate of Proper Installation for all Equipment prior to any operation or field testing of the Equipment.
 - b. Offeror shall issue a Certificate of Proper Operation for all Equipment prior to start up.
 - c. Field test all equipment components for proper function.
 - d. Make all adjustments necessary to place equipment in specified and working order at the time of above tests.
- 4) Performance Tests
 - a. Loads will be transferred sequentially from the "A" and "B" sources. Offeror's Field Representative shall be present at the site for at least 8 hours (16 hours total – 2 trips) during load transfer and start-up to support testing of MCC.
 - b. The same Field Representative shall be available to return to the site within 24 hours if Performance Testing is interrupted for any reason. If Performance Testing is interrupted due to defective equipment within the scope of supply of the Offeror, the Field Representative shall be present at no additional cost to HRRSA. If Performance Testing is interrupted due to defective equipment outside the scope of supply of the Offeror and if total on-site time exceeds the number of days included in the Offeror's proposal, the Field Representative will be present at HRRSA expense based on the daily rate as listed in proposal.
- 5) Promptly correct or replace all defective equipment within the scope of supply of the Offeror revealed by or noted during tests at no additional cost to the HRRSA and repeat tests until specified results acceptable to HRRSA are obtained.

J. Certificates

- 1) A Certificate of Proper Installation for the Equipment shall be issued to and accepted by HRRSA by the Offeror prior to any operation or field testing of the equipment.
- 2) A Certificate of Proper Operation for the Equipment shall be issued to and accepted by HRRSA by the Offeror prior to placing into service.
- 3) HRRSA acceptance of both certificates and satisfactory support shall be a prerequisite condition for Offeror to request a substantial completion inspection for final payment.

K. Training

The same Field Technician that directed field testing shall provide at least 4 hours of training to HRRSA staff with regard to: (1) operation; (2) routine maintenance; and (3) preventative maintenance procedures on the Equipment. HRRSA will establish date and classroom location during which required training shall be delivered.

L. General Equipment Requirements

1) Material and equipment shall be provided that is:

- a. Constructed and finished in a workmanlike manner.
- b. Suitable for the purpose intended, especially as related to acceptability for use in a raw water pumping facility.
- c. Selected and fabricated to the best engineering practice.
- d. Mechanical and electrical equipment, particularly bearings, contacts and other wearing parts shall be designed for extended periods of operation without frequent maintenance or attention.
- e. All machinery shall be designed such that all working parts are readily accessible for inspection and repair, and each part is suitable for the service required.

2) Guards

- a. Sheet-expanded guards, or equal are to be furnished on all mechanical moving parts in accordance with workplace safety regulations.
- b. Guards shall be fabricated of 14 gauge steel, or equal, and painted red after fabrication to same standard as parent equipment.
- c. Guards are to be removable to facilitate maintenance of moving parts.
- d. Provisions are to be made to extend lube fittings through guards.

3) Pilot devices

- a. For electrical pilot devices including switches, relays, filters and contacts, heavy-duty industrial quality devices are to be furnished.
- b. Contacts which provide alarm malfunction or control to external systems are to be rated for 10 amp continuous service at 120 volts AC. Pressure and temperature switches are to be rated for 5 amp continuous service at 120 volts AC.

4) Indicating lights

- a. Oil-tight transformer type indicating lights with LED lamps are to be furnished.

M. The following additional information shall be provided in the Offeror's Technical Submission as part of this initial proposal response:

- 1) Provide an itemized list of all equipment that comprise the Equipment and provide cut sheet information sufficient to ensure compliance with the technical requirements of the RFP.
- 2) Provide an itemized list of alternate equipment that can be offered with add or deduct pricing.
- 3) The proposal shall be based upon the Equipment as set forth herein, however alternate Equipment with additive or deductive pricing can also be included at the Offeror's discretion.
- 4) Provide itemized maintenance schedule based on equipment run time (where applicable) and calendar days for recommended operations and maintenance activities.
- 5) Provide a separate daily rate for the Offeror's Field Technician to be on site. This rate shall be in effect throughout the duration of the project and for 12 months following Substantial Completion.

N. The following additional information shall be provided as part of the Shop Drawing Process:

- 1) Product submittals demonstrating compliance with the RFP documents, and submittals as required by Technical Specifications included in Attachment C.
- 2) Three hard copies and one electronic PDF copy of project specific Operation and Maintenance Manuals for all Equipment.

5. **GENERAL CONTRACT CONDITIONS**

A. Refer to the HRRSA General Terms and Conditions (Attachment A).

6. **SPECIAL TERMS AND CONDITIONS**

A. *Retainage*: Under the provisions of Code of Virginia 2.2-4333, the Offeror shall be paid at ninety-five percent of the earned sum when payment is due, with no more than five percent being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment.

B. *Partial Payment*: HRRSA will pay the Offeror percentages of the contract price according to the following schedule:

- 1) 10%: Within 30 days of delivery of shop drawings to HRRSA
- 2) 30% (40% cumulative): Within 30 days of delivery of electrical gear equipment to the North River WWTF
- 3) 50% (90% cumulative): Within 30 days of HRRSA issuing a partial certificate/letter of Substantial Completion for the electrical equipment installation. HRRSA will conduct a partial Substantial Completion inspection when it receives notification that ALL of the

following has been successfully achieved/performed in accordance with the contract documents:

- a. Offeror issuance of Certificate of Proper Installation
- b. Offeror issuance of Certificate of Proper Operation
- c. Offeror successful completion of all start-up activities and field performance testing for Equipment and submission of said documentation to HRRSA.

4) *Final Payment:* Within 30 days of HRRSA issuing a final certificate/letter of completion for the Electrical Building 1 Improvements project. HRRSA will conduct a final inspection when it receives notification that Offeror successfully supported start-up activities for the Electrical Building 1 Improvements project and submission of said documentation to HRRSA by Offeror.

C. The final payment, which will include the retainage, less any amounts due or claimed by HRRSA, shall not become due until all punch list items have been resolved to the satisfaction of HRRSA and after the Offeror has delivered all documents described in the specifications. Within 30 days of completion of said items, HRRSA shall pay the Offeror the amount therein stated, less all prior partial payments.

D. *Liquidated Damages:* Offeror and HRRSA recognize that time is of the essence of this Agreement and that HRRSA will suffer financial loss if the Equipment is not delivered within the times specified in the Offeror's Guaranteed Schedule, plus any extensions thereof as allowed by HRRSA. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by HRRSA if the Equipment is not delivered on time. Offeror covenants and agrees the actual damages that may result from failure to deliver the Equipment within the time specified in the Offeror's Guaranteed Schedule are uncertain and difficult to determine with exactness and that the amount fixed as liquidated damages in the RFP is not out of proportion to the probable loss. Accordingly, instead of requiring any such proof, HRRSA and Offeror agree that as liquidated damages for delay (but not as a penalty), Offeror shall pay HRRSA and HRRSA may retain, deduct and/or offset from money to be paid Offeror \$500 for each day that expires after the time specified in Offeror's Guaranteed Schedule for Substantial Completion until the Work is substantially complete. Offeror covenants and agrees that HRRSA retains the right to make such deduction or offset for liquidated damages at any time prior to and including Final Completion and that the imposition. Offeror further covenants and agrees that Offeror expressly waives any defense as to the validity of any liquidated damages stated in the RFP as they may appear on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

E. *Project Completion:*

- 1) *Testing and Start-Up:* Procedures for starting of mechanical, electrical, control systems, and monitoring systems shall include the following: Offeror shall coordinate sequence for startup of various items of equipment; notify Engineer fourteen (14) days prior to startup of each item of equipment; verify that each piece of equipment has been checked for proper lubrication, drive rotation, belt tension, control sequence, and other conditions that may cause damage; verify control systems are fully operational in automatic and alternate modes of operation; verify that tests, meter readings, and specific electrical characteristics agree with those specified by electrical equipment manufacturer; verify that instruments, meters, and gauges have been calibrated (Perform three-point calibration on continuous elements and systems. Provide calibration records.); provide a Certificate of Proper Installation issued by manufacturer to Engineer and Owner prior to initiating any startup activities.
- 2) Offeror shall perform startup prior to functional test to include pre-startup inspection of installation; startup under no-load conditions, if possible, observations of noise, vibration, and operation. Owner and Engineer shall witness startup. If all operating characteristics are normal, proceed with functional test.
- 3) Offeror shall perform functional test prior to placing equipment in service. Perform functional test under supervision of responsible manufacturers' representatives, instrumentation and control subcontractor, and Offeror personnel. Representatives of Owner and Engineer shall witness functional test. If applicable, perform functional test on each piece of equipment and operational system as specified in the individual product Sections. If system is to be placed in service in phases, perform functional test on each part of system prior to placing each part of system in service. Functional testing shall demonstrate that equipment operates and complies with specified performance requirements; demonstrate that control panel functions, including failures and alarms, operate and comply with specified performance requirements; be non-destructive; if necessary, simulate failures and alarm conditions by jumping failure input terminals, and provide signal generators that simulate control conditions if it is not feasible to create actual conditions; use actual as-built control diagrams in demonstration of functions; use operation and maintenance manuals to demonstrate operation of equipment; provide a Certificate of Proper Operation issued by manufacturer to Engineer and Owner prior to placing equipment in service. If functional test does not meet requirements specified in this Section, Offeror shall remedy defects and provide additional testing at no additional cost to Owner.
- 4) *Substantial Completion:* When Offeror considers the entire Work ready for its intended use Offeror shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Offeror as incomplete) and request that Engineer issue a certificate of Substantial Completion. Promptly after Offeror's notification,

Owner, Offeror, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Offeror in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative Certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment.

- 5) *Final Inspection:* Upon written notice from Offeror that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Offeror and will notify Offeror in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Offeror shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

- 6) *Partial Utilization:* Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Offeror agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Offeror's performance of the remainder of the Work, subject to the following conditions:
 - a. Owner at any time may request Offeror in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Offeror agrees that such part of the Work is substantially complete, Offeror will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

 - b. Offeror at any time may notify Owner and Engineer in writing that Offeror considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

 - c. Within a reasonable time after either such request, Owner, Offeror, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Offeror in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the Engineer will issue a certification of Substantial Completion of that part of the Work as described above.

- F. *Shop Drawings and Samples:* Offeror shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals. Shop Drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the Shop Drawing is prepared and, if required by the Contract Documents or applicable Laws or Regulations, by a licensed architect or engineer, as appropriate. Data shown on the

Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Offeror proposes to provide and to enable Engineer to review the information.

- 1) *Submittal Procedures*: Submit shop drawings in accordance with the following submittal procedures:
 - a. Submit six (6) copies of all shop drawings and samples. Three (3) copies will be returned to Offeror.
 - b. Before submitting each Shop Drawing or Sample, Offeror shall have determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto; the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; all information relative to Offeror's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
 - c. Each submittal shall bear a stamp or specific written certification that Offeror has satisfied Offeror's obligations under the Contract Documents with respect to Offeror's review and approval of that submittal.
 - d. With each submittal, Offeror shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.
- 2) *Engineers Review*: Engineer's review and approval or other appropriate action will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer's review and approval or other appropriate action will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. Engineer's review is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Offeror as required by the Contract Documents. Engineer will return submittals marked as follows:

- a. Approved: Offeror may incorporate product(s) or implement Work covered by submittal.
 - b. Approved as Noted: Offeror may incorporate product(s) or implement Work covered by submittal, in accordance with Engineer's notations.
 - c. Revise as Noted, Resubmit: Make corrections or obtain missing portions, and resubmit. Except for portions indicated, Offeror may begin to incorporate product(s) or implement Work covered by submittal, in accordance with Engineer's notations.
 - d. Rejected/Resubmit as Specified: Offeror may not incorporate product(s) or implement Work covered by submittal.
- 3) *Re-Submittal Procedures*: If submittals are required to be resubmitted, Offeror shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Offeror shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- G. *Progress Schedules*: Within 30 days after Notice to Proceed, Offeror shall submit a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work (completing shop drawings and delivering equipment).
- H. *Record Documents*: Upon completion of the Work, Record Documents indicating any changes to the approved shop drawings will be delivered to Owner.

7. **INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS**

- A. Questions and Inquiries: Procedural questions about this RFP should be directed to Sharon G. Foley, P.E., HRRSA Executive Director, at (540) 434-1053 extension 223 or sfoley@hrrsa.org. Technical questions should be directed to Aaron Tice, Project Manager (Wiley|Wilson), at (434) 455-3210 or atice@wileywilson.com. All questions shall be submitted by 5 P.M., local time on January 14, 2021.
- B. On-Site Visits: On-site visits by prospective offerors to complete their proposal packages shall be arranged with HRRSA, and no pertinent questions will be answered or information given at that time. Questions which arise from on-site visits must be submitted in writing as set forth in this solicitation.
- C. Modification and Withdrawal of Proposal: Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the receipt of proposals.

- D. Withdrawal of Proposals After Date for Submission: In accordance with Section 2.2-4330(a) Procedure (1) the Offeror shall give notice in writing of his claim of right to withdraw his proposal within 2 business days after the conclusion of the proposal opening procedure and shall submit original work papers with such notice. Failure to submit Offeror’s work papers will be considered as a waiver of any right of withdrawal of proposal after the date for submission.
- E. Contents of Proposals: Information contained in the proposal shall be stated in a clear and concise manner. Documents should be submitted in two separate envelopes, one containing the Technical Submission and the other containing the Cost Proposal. The two submittals shall be identical except that the technical proposal shall not contain any cost information.
- F. The Offeror’s submittal shall be organized in accordance with the following Table of Contents. Each page of the submission should be numbered sequentially.

Section	Title
1	RFP COVER PAGE
2	Executive Summary including Personnel/Team Organization
3	Manufacturer Information, Relevant Experience and References
5	Response to RFP Technical Requirements
6	HRRSA Required Forms: Vendor Identification/Ownership Disclosure Statement, Small & Minority Business Statement and State Corporation Commission Form
7	Price Quotation Form including Guaranteed Schedule (Cost Proposal only)

1) Executive Summary

- a. Provide an executive summary highlighting key aspects of the proposal excluding cost information. The executive summary should not exceed one page in length.
- b. The executive summary shall clearly state and identify who the sole responsible party is for submitting the proposal, (i.e. the Manufacturer). There shall only be one responsible party/offeror.

2) Manufacturer Information, Relevant Experience and References

- a. The Manufacturer is defined as the party that manufactures and supplies the electrical equipment specified.

- b. Provide a brief company history detailing product lines and history of manufacturing equipment meeting the requirements of this RFP.
- c. Identify the location of the corporate headquarters and the location of the facility where the equipment will be manufactured for this project.
- d. Identify the Project Manager, Applications Engineer, and Certified Field Technician that will be assigned to this project. Provide brief descriptions of their experience and qualifications.
- e. Identify the location of the nearest authorized service representative(s) for the Equipment. Provide legal name, address and contact person for the authorized service representative(s). Provide the number of trained service technicians employed by the service representative. Scoring preference will be given to service representatives within 3 hours driving distance of HRRSA.
- f. Identify the availability, source and location of origin for spare parts for all major components of the equipment being proposed. Scoring preference will be given to manufacturers that can deliver spare parts for major components to HRRSA within 5 days of order.
- g. Provide a list of recommended spare parts and all special tools to perform routine and preventative maintenance for HRRSA to retain on site and include all items as part of the cost proposal.
- h. Describe the customary technical support provided after the completion of the contractual warranty period.
- i. List all professional and technical certifications/affiliations.
- j. Description of company structure and identify and outline any and all relationships with any partners, major equipment suppliers and/or consultants that would be used for this project.
- k. Demonstrate a minimum of ten (10) projects demonstrating relevant experience in the manufacture of exact model proposed or equivalent (larger) MCCs of the same type at municipal wastewater treatment facilities or other similarly critical facilities (hospitals, water treatment plants etc.). References shall demonstrate relevant experience with a description of each contract scope, substantial completion dates, and delineation of specific equipment provided.
- l. Provide Owner and Operator contacts for the references/installations listed above. Contact names and telephone numbers are to be provided for all references.
- m. State the design ampacity and voltage requirements with unit model numbers for all references/installations listed above.

- 3) Guaranteed Delivery Schedule
- a. Offeror shall provide a guaranteed schedule from issuance of PO to delivery of all shop drawings to HRRSA.
 - b. Offeror shall provide a guaranteed schedule for the equipment from issuance of PO to delivery of Equipment to North River WWTF. Delivery of three (3) hard copies of the O&M manual and an electronic copy in .PDF format is a requirement in meeting the equipment delivery schedule requirements to the job site.
 - c. Offeror's guaranteed schedule shall account for a minimum of 14 calendar days for shop drawing review. HRRSA shall not be responsible for delays resulting from rejection or required re-submittal and subsequent review of shop drawings.
- G. Cost Proposal: The Cost Proposal shall be identical to the Technical proposal but shall also include a completed Price Quotation Form. The following information should be included:
- 1) Base prices for electrical equipment and required appurtenances in accordance with this RFP. The base prices shall include all costs associated with manufacture, factory assembly, factory testing, field testing, commissioning support and shipment of the Equipment to the North River WWTF.
 - 2) Cost proposal shall include plan and elevation drawings showing the general arrangement and footprint of the proposed equipment.
 - 3) If applicable, add or deduct pricing for any other suggested alternate equipment/accessories.
- H. Packaging of Proposals: The Proposal will be submitted in two separate envelopes, one containing the Technical Submission and the second containing the Cost Proposal. The Technical Submission shall include a complete proposal excluding Price Quotation Form. The Cost Proposal, contained in a separate and appropriately marked envelope, shall be identical to the Technical Submission but shall include Price Quotation Form. The proposals will initially be evaluated based on the Technical Submission. The Cost Proposal envelope will only be opened for those proposals that are deemed to meet the RFP requirements as described herein.
- I. Proposal Submission Procedure
- 1) Proposals must be received at the North River WWTF (856 North River Road, Mt. Crawford, VA 22841) **BEFORE 2:00 P.M., LOCAL TIME, JANUARY 21, 2021.**
 - 2) Each proposal shall be submitted in a sealed envelope with the outside of the envelope stating the name of the offeror, its mailing address, its telephone number, and the following identification: **"RFP No. HRRSA-2021-05: ELECTRICAL BUILDING 1 IMPROVEMENTS ELECTRICAL GEAR PROCUREMENT"**.

- 3) The Sealed Proposal Envelope shall contain two separate envelopes, one containing the Technical Submission and the second containing the Cost Proposal, so labelled. The Technical Submission shall include a complete proposal excluding Price Quotation Form. The Cost Proposal, contained in a separate and appropriately marked envelope, shall be identical to the Technical Submission but shall include a Price Quotation Form.
 - 4) One complete, original proposal, so marked, and one complete copy, so marked, is required.
 - 5) Proposal security in the amount of five percent (5%) of the total proposed cost for Item 1 on the Price Quotation Form will be required in accordance with the EJCDC Form C-430 Bid Bond. In lieu of a proposal security, HRRSA will accept a cashier's check or cash deposit equal to the 5% of the total proposed project cost.
 - 6) Proposals may either be mailed to P.O. Box 8, Mt. Crawford, Virginia 22841 or hand delivered or shipped to 856 North River Road, Mt. Crawford, Virginia 22841. Proposals may not be emailed.
 - 7) Proposals received by HRRSA after the acceptance date will not be considered. Proposals will be publicly accepted and logged in at the time and date received but not opened.
 - 8) Offerors, prospective bidders, vendors or other interested parties requiring "reasonable accommodation" under the Americans with Disabilities Act for submission of proposals, authorized inspection visits or appropriate data collection on HRRSA property, or any other procurement-related contact with HRRSA staff, must contact the HRRSA Executive Director in a timely manner to arrange such accommodations as appropriate.
- J. HRRSA to Bind Firm in Contract: Proposals must give the full name and address of the vendor. Failure to manually sign the Proposal may disqualify it. The person signing the Proposal should show Title or Authority to bind his/her firm in a contract.
- K. Rights of HRRSA: HRRSA reserves the right to accept or reject all or any part of any proposal, waive informalities and award the Contract to best serve the interest of HRRSA.
- L. The contents of the Proposal submitted by the successful Offeror and this RFP will become part of any contract/PO awarded as a result of the Scope of Work contained herein.
- M. Costs of Proposal Preparation: Any costs incurred by the Offerors in preparing or submitting proposals are the Offeror's responsibility. HRRSA will not reimburse any Offeror for any costs incurred as a result of a response to this RFP.
- N. Addendum and Supplement to Request: Only written communications relative to this procurement will be considered. No oral communication by either the Offeror or any

representative of HRRSA shall alter or amend the intention of these specifications or be binding thereupon. Written addenda will be issued for any clarifications and or changes necessitated by appropriately posed questions from potential Offerors and /or representatives of HRRSA. Written acknowledgement of all addenda is necessary for the proposal to be considered complete and responsive.

8. EVALUATION OF PROPOSALS

- A. HRRSA will review and rank the proposals from each Offeror based upon the factors itemized below. Weighting factors will be applied to each category.
 - 1) Quality Factors
 - a. Completeness of Technical Proposal in demonstrating compliance with the RFP, Technical Specifications and Project Drawings. (20%)
 - b. Relevant Manufacturer experience and performance track-record. (5%)
 - c. Demonstrated quality assurance/quality control. (5%)
 - d. Guaranteed delivery schedule. (20%)
 - e. Compliance with all aspects of the RFP (Cause for Rejection)
 - 2) Cost Factors
 - Project Cost (50%)
- B. Each proposal will be evaluated with respect to compliance with all technical and administrative requirements as detailed in the RFP.
- C. References will be evaluated based on the similarity of the installation, size and complexity, as well as comments received from the reference.
- D. QA/QC will be evaluated based on the Offeror's QA/QC program and ISO certifications.
- E. The proposals will be ranked based upon the criteria set forth in the RFP. Price will be considered as defined herein, but will not be the sole determining factor. Negotiations will be conducted with the highest ranked offeror. If an agreement cannot be reached to the satisfaction of HRRSA with the top ranked offeror, then negotiations will be terminated with that offeror and then negotiations will then be started with the next lowest ranked offeror. This sequence will continue until an agreement can be reached to the satisfaction of HRRSA.
- F. HRRSA reserves the right to not award/select any proposal, if HRRSA so chooses.
- G. Should HRRSA determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

- H. From the date that the proposals are due, HRRSA will have 60 days to issue Notice of Award to the Offeror.
- I. A written notice of award shall be provided to the successful Offeror within the specified acceptance period. It may be in the form of a letter, or PO, either of which shall be deemed a binding contract without further action by either party. If a formal contract is required, it shall be written and issued by the HRRSA Executive Director for execution by the Offeror. All copies shall then be returned to the HRRSA Executive Director, who will be responsible for providing proper signatures for HRRSA and dispersing copies.
- J. Notice of Award: HRRSA will provide public notice announcing its decision to award the contract by posting the Notice of Intent to Award on its website (<http://www.hrrsa.org>), the eVA website (<http://eva.virginia.gov/>) and by mailing the notice to all Offerors submitting a proposal.

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9. **PRICE QUOTATION FORM**

ELECTRICAL BUILDING 1 IMPROVEMENTS ELECTRICAL GEAR PROCUREMENT

RFP No. HRRSA-2021-05

Item #	Description	Price
1	Total Lump Sum Price	\$
Offeror Proposed Add/Deduct Items		Price
AD-1	Daily Rate – Field Representative (Required)	\$
AD-2	36 Month Warranty (Required)	\$
AD-3	Add:	\$
AD-4	Deduct:	(\$)

Note: Prices are to include all charges, F.O.B. delivery site at 856 North River Road, Mt. Crawford Virginia.

<u>Offerors Guaranteed Schedule</u>	
Number of Calendar Days from issuance of PO to Deliver all Shop Drawings to HRRSA:	
Number of Calendar Days from issuance of PO to Deliver Electrical Gear Equipment to Site:	

Exceptions to specification listed in the Scope of Services, if any, shall be enumerated below:

By:

_____ (Business Name)

_____ (Name and signature of person authorized to sign)

_____ (Title of person authorized to sign)

Please return this completed form with Cost Proposal.

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10. VENDOR IDENTIFICATION AND OWNERSHIP DISCLOSURE

ELECTRICAL BUILDING 1 IMPROVEMENTS ELECTRICAL GEAR PROCUREMENT

RFP No. HRRSA-2021-05

Company:				
Address:				
Contact Person:				
Telephone:		Fax:		E-Mail:
Organized under the laws of the State of:				
Principal place of business:				
Following list includes persons having ownership of 3% or more in the company (attach more sheets if necessary):				
<u>Name</u>			<u>Address</u>	

HRRSA requests that any consultant, firm or vendor receiving a contract of award resulting from an RFP issued by HRRSA shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

Section II – Employees Not to Benefit

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employees of HRRSA or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

Section III – Conflicts of Interest

This solicitation is subject to the provisions of VA Code §2.1-639.2 et. seq, the State and Local Government Conflict of Interests Act. The Vendor [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

Section IV – Collusion

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and can result in fines, prison sentences, and civil damages.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all condition of this RFP and certify that I am authorized to sign for my company.

Signature: _____ **Date:** _____

Name
(Printed): _____ **Title:** _____

Please return this completed form with bid/proposal submission.

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11. SMALL AND MINORITY BUSINESS STATEMENT

ELECTRICAL BUILDING 1 IMPROVEMENTS ELECTRICAL GEAR PROCUREMENT

RFP No. HRRSA-2021-05

The following information is requested for statistical purposes only. It is intended to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises, whether doing so by choice or by formal procedural regulation.

Definition:

1. Small Business: For the purpose of this document, a small business concern is one which regardless of ownership or control:
 - a. Does not exceed fifty (50) employees.
 - b. Gross annual income does not exceed \$2 million.
 - c. Is independently owned and operated (not subsidiary of another firm).
 - d. Is not dominant in its field of operation.

2. Minority Business: A business entity which is operated and controlled by a minority.
 - a. The terms "operated and controlled" shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own, operate, control and share in earnings of 51 percent or more of such an enterprise.

 - b. A minority person shall mean Black, Hispanic, Asian or Pacific Islanders, American Indians or Alaskan Natives, and women, regardless of race or ethnicity.

PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

Minority Business Firm: Yes _____; No _____.

Small Business Firm: Yes _____; No _____.

Name of Business: _____

Address: (Office) _____

Telephone/Fax: _____ / _____

Please return this completed form with bid/proposal submission.

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12. STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission ("SCC") registration information

The undersigned Contractor:

is a corporation or other business entity with the following SCC identification number: _____

-OR-

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

-OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

-OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE****

Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____

Date: _____

Name: _____
(Print)

Title: _____

Name of Firm: _____

Please return this completed form with bid/proposal submission.

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