



## REQUEST FOR PROPOSAL

*Medium Pressure Ultra-Violet Disinfection System and Control Panel*

RFP#2011-2835-2005

OCTOBER 22, 2010

CITY OF NEWPORT NEWS

OFFICE OF THE PURCHASING DIRECTOR

2400 WASHINGTON AVENUE

NEWPORT NEWS, VA 23607

PHONE: (757) 926-8032/ FAX: (757) 926-8038

[www.nngov.com/purchasing](http://www.nngov.com/purchasing)

Sealed proposals, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, until the time and date shown below (local prevailing time), for furnishing the items or services described in the proposal.

**Scope of Work:** The City is requesting technical proposals for to furnish all materials, equipment, labor, permits, supervision and warranties required to provide a medium pressure ultra-violet disinfection system and control panel as specified herein for the Brittingham-Midtown Aquatic Center, 570 McLawhorne Drive, Newport News, VA 23601.

**Optional Site Visit:** A site visit & inspection is strongly recommended before submitting RFP. The site visit is being made available to interested candidates to examine spaces for suitable locations of piping and electrical connections, to verify sizes, space needed, and other conditions affecting the UV Chamber and Control Panel, maintenance, and operations. Contact Kristen Gray at (757) 580-0554 to schedule an appointment for the site visit. **No questions will be answered during site visits.**

**Proposal Due:** November 17, 2010 @ Close of Business (COB)

**Contract Officer:**

*Shari D. Colvin*

Shari D. Colvin, CPPB, VCO, Deputy Director, [scolvin@nngov.com](mailto:scolvin@nngov.com) and Brenda Vines, Assistant Buyer, [bvines@nngov.com](mailto:bvines@nngov.com)

**AN ORIGINAL AND FOUR COPIES OF YOUR SUBMITTAL ARE REQUESTED**

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the items or services requested and certify he has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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

*(This Form Must Be Signed.)*

## Conditions and Instructions

Rev. 10-08-2010

1. All proposals shall be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the offeror may attach a letter hereto that will be made a part of the proposal. In case of conflict, the proposal may be deemed non-responsive. The City's published specifications shall supersede any additional writings submitted with the offer. Such writings should be clearly marked and noted on the exception page.
2. It will be the responsibility of the offeror to see that its proposal is in this office by the specified time and date. Date of postmark will not be considered. Telephone, electronic, fax, and verbal offers will not be accepted.
3. Prices, if requested, should be stated in units of quantity specified, less federal, state, and local taxes.
4. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person or firm submitting a proposal for the same product or service and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment as well as civil damages.
5. In event of breach by the offeror, the City reserves the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each Department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
7. **Hold Harmless and Indemnification:** The offeror shall defend, indemnify and hold the City, and City's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the offeror, its employees, agents, and volunteers, or incurred by or claimed against the City, City's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the offeror. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanctions or civil penalties, incurred by the City due to the negligent, fraudulent or criminal acts of the offeror or any of the offeror's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity

acting on behalf of the offeror. Unless otherwise provided by law, the offeror indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the offeror under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

8. The offeror agrees to defend and save the City, its agents, officials, employees, and volunteers, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the offeror is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
9. All proposals must be signed with the firm name and by an authorized officer or employee. The offeror agrees that it will perform all services and provide all goods in strict conformance with the contract documents.
10. By signing this proposal, the offeror assigns to the City of Newport News any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this offer. This provision is remedial in nature and is to be liberally construed by any court in favor of the City of Newport News.
11. Appeals Procedure: Upon request, administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of proposals, appeals from disqualifications and determinations of non-responsibility and appeals from decisions or disputes arising during the performance of a contract. To be timely, all appeals shall be made within the time periods set forth in the City Code.
12. **Non-Discrimination:** During the performance of this contract, the successful offeror agrees as follows:
  - a. It will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonable necessary to the normal operations of the offeror. The offeror agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
  - b. The offeror will be and state that it is an equal opportunity employer in all solicitations or advertisements for employees.
  - 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.

The offeror will include the provisions of the foregoing paragraphs, (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be

During the performance of this contract, the offeror agrees to (i) provide a drug-free workplace for the offeror'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 prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the offeror that the offeror 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 subsection, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to an offeror in accordance with this subsection, 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.

**13. This public body does not discriminate against faith-based organizations**

14. **Direct contact with City Departments, other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the contracting officer.**
15. Assignment of Contract: A contract shall not be assignable by the offeror in whole or in part without the written consent of the City of Newport News.
16. If authorized by the offeror, the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful offeror(s). The City of Newport News acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the offeror's responsibility to notify the jurisdictions of the availability of contract(s). Offerors not desiring to sell to other jurisdictions under this clause shall so indicate in their response.
17. **Governing Law and Venue:** This solicitation and any resulting contract is subject to the laws of the Commonwealth of Virginia and the Newport News City Code. Any litigation with respect thereto shall be brought in the courts of the City of Newport News, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.
18. These Conditions and Instructions shall be applicable to the extent that they do not contradict the terms and/or instructions on the following pages.
19. **The offeror certifies that it does not and shall not during the performance of the contract for goods or services in the Commonwealth, knowingly employ an**

**unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.**

20. All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Number or Statement: \_\_\_\_\_

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

21. If City Hall is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.
22. If you have obtained this solicitation from our web page or from a source other than directly from the City of Newport News, it is the offeror's responsibility to check with our office prior to submitting your offer to ensure that you have a complete, up-to-date package. The Purchasing Department takes no responsibility to ensure any interested offeror has obtained any outstanding addenda.

The original copy maintained at our offices, in the bid/proposal file folder, shall be considered the official copy. In the case of any inconsistency between bid/proposal documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the offeror may be cause to disqualify your bid/proposal.

18. **Contractor's License:** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia for a contractor who performs or manages construction, removal, repair, or improvements when the total value referred to in a single contract or project is:

Seventy thousand dollars (\$70,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is five hundred thousand dollars (\$500,000) or more shall show evidence of being licensed as a **Class A Contractor**.

Seventy-five hundred dollars (\$7,500) or more, but less than seventy thousand dollars (\$70,000) or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand

dollars (\$150,000) or more, but less than five hundred thousand dollars (\$500,000) shall show evidence of being licensed as a **Class B Contractor**.

Over one thousand dollars (\$1,000) but no more than seventy-five hundred dollars (\$7,500) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is no more than one hundred and fifty thousand dollars (\$150,000) shall show evidence of being licensed as a **Class C Contractor**.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditioning contractors.

A valid business license from the City may be required. The offeror shall complete whichever of the following notations as appropriate:

"Licensed Class A Virginia Contractor No. \_\_\_\_\_."

"Licensed Class B Virginia Contractor No. \_\_\_\_\_."

"Licensed Class C Virginia Contractor No. \_\_\_\_\_."

**23. Termination by the City or the Offeror, or both, for convenience:**

**A. For all contracts other than professional service agreements:**

The parties may terminate the contract at any time by mutual written agreement.

In addition, if the contract is an extended term contract, after completion of the first contract period, either party may terminate the contract without penalty or financial obligation, except that the parties remain liable for performance of all terms, conditions, and obligation through the date of termination. Written notice of termination shall be given to the other party a minimum of thirty (30) days prior to effective date.

**B. For professional service agreements:**

Refer to the provisions contained in the professional services agreement regarding termination.

**24. Termination of Cause (Applicable to contracts other than professional services agreements):**

In the event that the offeror shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the offeror written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

The City may, in its discretion, provide the offeror an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, the offeror shall have fourteen (14) calendar days to cure the default from the date such

notice is mailed to the offeror, unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the offeror to cure the default the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminate the contract, the offeror shall remain liable for performance of all terms, conditions, and obligation through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

25. These Conditions and Instructions are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions, which an offeror requests or intends to be considered, must be submitted with the proposal for consideration and negotiation into a final contract document prior to an award. Contractual documents submitted by the successful firm after an award will not be accepted.
26. Failure of the offeror to perform the contract by reason of our non-acceptance of additional conditions submitted after the award, shall result in termination of the contract by the City, and may result in debarment of the offeror for a period of up to three years. Such actions taken by the City shall not release the offeror from additional remedies available to the City, which are allowed by law.
27. **Records and Inspection:** The offeror shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The offeror's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days notice to offeror by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the offeror pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the offeror's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits.
28. **Severability:** If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
29. **Rights and Remedies Not Waived:** In no event shall the making by the City of any payment to the offeror, or the waiver by the City of any provision under this contract including any obligation of the offeror, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the offeror, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any rights or remedies available to the City.
30. **Independent Contractor:** The offeror and any employees, agents, or other persons or entities acting on behalf of the contractor shall act in an independent capacity and not as officers, employees, or agents of the City.

31. **Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
32. **Conflict:** In the event of a conflict between the contract documents including these Conditions and Instructions, and the terms of a purchase order or related document issued by the Department of Purchasing, the contract documents shall control.

A final contract including a professional services agreement incorporates, and is subject to, the terms and conditions contained in the underlying request for proposals, and any addenda and attachments thereto. In the event of a conflict between the contract or professional services agreement and the request for proposals, addenda, and attachments thereto, the contract or professional services agreement shall control.

33. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of six (6) months or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount. **Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the acts or omissions of the City due to causes within the City's control, the above waiver or release shall not apply.**

## Scope of Work

### **Purpose:**

This solicitation is to replace all prior solicitations, to furnish all materials, equipment, labor, permits, supervision and warranties required to provide a medium pressure ultra-violet disinfection system and control panel as specified herein. A site visit and inspection is strongly recommended before submitting RFP. The site visit is being made available to interested candidates to examine space for suitable location of piping and electrical connections, to verify sizes, space needed, and other conditions affecting the UV Chamber and Control Panel, maintenance, and operations. Contact Kristen Gray at (757) 580-0554 to schedule an appointment for the site visit. **No questions will be answered during site visits.**

### **BACK GROUND:**

The Brittingham-Midtown Aquatics Center (BMAC) is a well-attended facility and pool usage is heavy. The pool has a capacity of 663,000 gallons. The existing filtration system utilizes two 25 HP pumps, with a total of 1,800-2,000 gpm flow rate, and has Sodium-Hypochlorite/CO2 feeders controlled by a Siemens Strantrol Impact-5 controller for sanitation. The equipment is located in the pump room of the Brittingham-Midtown Aquatics Center (BMAC). Due to high chloramines level, the City is asking for proposals to install a medium pressure UV system to supplement and be specific to fit into the existing filtration system. This new UV system shall be connected to the existing filtration piping in the available space within the pump room and adequate access to the CO2 Storage Room shall be maintained. Control panel shall also be located in an accessible location close to the UV chamber. Additional electrical power and reconfiguration of the backwash piping will be required and shall be included in the proposal.

**These specifications are meant to generally show the type of product and capacities to meet the guidelines and regulations pertaining to water disinfection by use of an appropriately sized Ultra-Violet Disinfection System, and the appropriate ‘best practices’ approach toward managing that system. Minor variations in approaches or methods used to reach the proper level of disinfection at a reasonable cost, including life-cycle costs, will be considered responsive and will be compared to determine ‘best value’ solutions.**

### 1.1 **GENERAL:**

- A. Provide all materials, equipment and labor to install a complete medium pressure UV system. All materials, components and parts shall be new. All work shall be in compliance with manufacturer’s recommended installation procedures and applicable laws and building codes. Such compliance shall include, but is not limited to, the latest adopted versions of the following:

The International Mechanical Code, 2006  
The International Plumbing Code, 2006  
National Electrical Code, 2005  
The IECC, 2006  
Virginia Uniform Statewide Building Code, 2006

If the contractor performs work contrary to the above referenced rules and regulations and without written acknowledgement or notice thereto, he shall correct this work and bear all costs arising there from.

- B. All work shall meet Health Department requirements and pass inspection.
- C. The UV system shall be listed under UL Standard UL 1081/UL 1563 and be certified to NSF-50 Sanitation Standard and EPA registered.
- D. Contractor is responsible for sizing the UV system for 100% of the circulation system flow to pass through the UV disinfection equipment. Bypass valve and shut-off valve are required for maintenance on the UV chamber and lamps.
- E. Contractor is to provide with the proposal a current price list and delivery time for all replacement parts and lamps and list of local distributors and qualified technicians.
- F. Contractor should document a minimum of five (5) years experience in the installation of pool filtration systems and provide written documentation of his qualifications to work on pool systems similar in size to BMAC Pool. Provide a list of similar size UV System Installation completed projects performed in the last (5) years and (2) or more client references for this type of installation.
- G. Contractor is expected to provide a **written warranty** for the completed work whereby all defective materials and workmanship shall be repaired or replaced at no additional cost to the City for **one (1) year** from Final Acceptance date. All repairs or replacement of equipment/components other than those provided by the original equipment manufacturer (OEM) shall be approved by the City prior to commencement of repairs. All repairs and adjustments shall be made to the satisfaction of the Owner, City of Newport News.
- H. Contractor is responsible for obtaining all required permits from the Newport News Department of Codes Compliance.
- I. All work shall be done to avoid damage and/or leaks to any existing equipment to remain. Contractor shall be responsible for repairing any damage to the satisfaction of the Owner, City of Newport News.
- J. Contractor should be able to complete all work within **30 calendar days after Notice to Proceed**. Alternant work plans may be considered, if necessary. The selected Contractor shall schedule the work with the Aquatics Supervisor a minimum of five (5) working days before commencement of work. Normal business hours are Monday-Friday, 7:00AM-7:00PM. If additional work hours are required, a minimum of 24-hour notice shall be given by the Contractor to the Owner. Additional hours will be recorded and if excessive, overtime charges for City representative will be applied to the Contractor. Contractor's additional hours shall not be charged to the Owner. Cooperation with Owner to minimize conflicts and perform the work so as not to interfere with the day-to-day business operations. Work stoppage may occur at any time and no additional compensation shall be asked for nor granted to the Contractor for such stoppages. If work is not completed in the agreed time, the Contractor shall pay the City **liquidated damages of \$300.00** for each calendar day after the expired date of work completion.

#### 1.1 **OWNER'S OCCUPANCY REQUIREMENTS:**

This facility is an operational aquatics center and recreation center and, as such, will be occupied during the entire project period. Cooperate with the building occupants and staff during the work

to minimize conflicts and facilitate normal usage of premises. Perform all work so as not to interfere with the day-to-day operations. The Aquatics Supervisor will, with 72-hours notice from the Contractor, close the swimming pool for a total of five (5) consecutive days for the installation of the UV disinfection equipment.

### 1.3 **Submittals:**

A. **Within 7 calendar days after Notice to Proceed**, provide the following submittals for the Aquatics Supervisor to review and approve:

- 1) Dimensioned plan, required clearances and location of all field connections and existing piping.
- 2) Product data and specifications for UV Disinfection System and UV Control Panel System.
- 3) Single-line schematic drawing of the power field hookup requirements, indicating all items that are furnished.
- 4) Drawings that fully delineate new piping, by-pass valves and shut-off valves for the UV Chamber System.

B. **Within 15 calendar days after Notice to Proceed**, provide the following:

- 1) Manufacturer's Start-Up Checklist
- 2) Operations and Maintenance manuals for equipment and controls.

### 2.1 **Medium Pressure UV System :**

A. Provide a complete medium pressure ultraviolet disinfection system capable of an effective 99% kill rate for bacteria, virus, spores, algae, cryptosporidium, giardia, legionella, and shigella. Describe to us the methodology/approach that you will take to accomplish this at BMAC pool to improve the water and air quality.

B. Contractor is to install UV Chamber to existing Filtration System Return Piping, using the same (SPEARS) brand or comparable piping. Indicate how this approach will be accomplished and what equipment will be used to connect the UV Chamber installation.

### 2.2 **Control System:**

A. Provide control system with three (3) levels of operation:

- 1) Simple Control B start, stop and reset
- 2) Full parameter display
- 3) Customized operator configuration

B. Operation shall be password protected.

C. Indicate all display features that UV System and Control Panel are able to offer in writing or through attached documentation.

D. Describe any additional features available to the brand of UV Control system you propose s the best solution for BMAC, this may include: Interface control, Data Monitoring, Maintenance

notices, trend curves, etc. Indicated why these features would be beneficial to BMAC, attach all relevant documentation.

- E. Describe in detail if your system can be integrated in any additional ways to the current “Siemens IMPACT Aquatic Management System” currently in use at BMAC to control water chemistry. Describe any additional equipment and their cost, to include how would be beneficial within current Control System.

**3.1 WORK PERFORMED SHOULD INCLUDE, BUT IS NOT LIMITED TO:**

- A. The Contractor shall furnish all necessary management, supervision, labor, materials, equipment, incidental tools, insurance and vehicles required to install UV Disinfection System and Control Panel as described in scope of work.
- B. Provide all required SPEARS or comparable piping and supports to connect the UV chamber to the existing return piping. Include all required by-pass valves, shut-off valves and connections.
- C. The contractor shall coordinate with the Aquatics Supervisor to conduct start-up of UV System with a manufacturer’s qualified technician. The Aquatics Supervisor will witness and verify the following: proper power start-up to unit, proper connection of all new piping to existing return piping, no leaks from any new or existing connection points, by-pass valves are in complete working condition with no leaks, UV chamber is secure to piping with no leaks, new and existing piping is supported securely. Provide testing and starting of equipment, testing of sequence of operation of UV Chamber, proper working of by-pass valves for the UV Chamber for future maintenance (bulb changing, repairs, etc), alarms and settings in the Control Panel Unit.
- D. With the UV disinfection system installed and operating, Aquatics Supervisor shall call for the Health Department inspection. Contractor shall be responsible to making any adjustments required to pass Health Department inspection.
- E. Aquatics Supervisor shall have a third party test water samples monthly for the first three (3) months after project completion, and once quarterly after, for a total of six tests in the warranty year.
- F. Contractor shall provide on-site training to the aquatics staff. Training shall include but is not limited to daily operations and simple maintenance instructions.

**PERFORMANCE BOND**

At the request of the City, the contractor shall be requested to furnish (within ten (10) calendar days of notice of intent to award for any individual project or purchase order issued as a result of this RFP) a performance bond in the amount of the contract price as security for faithful performance of the work in strict conformity with the contract. The surety on such bonds shall be duly authorized to do business in the Commonwealth of Virginia and satisfactory to the owner, and shall remain in force throughout the contract period. The cost of each bond requested shall be submitted to the owner prior to commencement of work and upon approval be reimbursed as a separate pay/line item under the purchase.

## **SUBMITTALS**

Submit complete paper or electronic copies (including any/all special attachments, certifications, etc.) of the proposal package as instructed on the cover of this document. Include all information requested and any other information thought to be relevant to completely address the solicitation requirements. Should the Offeror fail to address all requirements, or fail to provide adequate or complete documentation, as determined by the evaluation committee, the Offeror's proposal may be eliminated from further consideration. Each proposal shall be organized and bound separately, and shall include at a minimum, the following to be considered *responsive* to the solicitation:

1. The RFP Solicitation document with any addenda acknowledgements filled out and signed as required. The person that signs the offer shall have the authority to negotiate the full scope of the offered services and provisions on behalf of the organization and shall be authorized to bind the contract to the terms and conditions of this solicitation.
2. For the project site as outlined under Scope of Work provide the following:
  - a. Project Costs to include a fully operational system and all associated costs including installation, testing, overhead and profits.
  - b. Cost of replacement parts and description, including general availability of system lamps, sensors, control card, etc.
  - c. Cost for Performance Bond if required. (Prior page).
  - d. Peripheral contributing factors including additional services such as: additional equipment that will allow the UV system to be integrated into the current "Siemens IMPACT Aquatic Management System," extended warranties, etc.
3. Submit **Qualifications** including relevant experience, qualifications, and track record in providing products and services as outlined in the solicitation.
4. Provide **(2) or more client** <sup>\*</sup> **references** for installation of a UV Disinfection System or which best demonstrate your firm's ability to complete the proposed project successfully. Include a brief description of the project, client, and the team effort.

---

\* *The city reserves the right to ask for additional information.*

**Reference 1**

Name of Business, City,	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
<b>Description of Work Performed:</b>		<b>Contract Amount: \$</b>	

**Reference 2**

Name of Business, City,	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
<b>Description of Work Performed:</b>		<b>Contract Amount: \$</b>	

**Reference 3**

Name of Business, City,	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
<b>Description of Work Performed:</b>		<b>Contract Amount: \$</b>	

Years in Business supplying like services as outlined in these specifications: \_\_\_\_\_years  
\_\_\_\_\_months.

Business Location: proximity to the job-site; \_\_\_\_\_ miles.

Offeror maintains that he/she is able to provide qualified personnel, working equipment, specified materials, storage of materials/equipment, etc within a reasonable period of time to the job-site in order to complete the described work in an effective and efficient manner.

Briefly describe your company’s size and organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Alternative Contacts for Firm: Please print clearly the data for the following alternative contacts:

**Email Address:** \_\_\_\_\_

**Cell Phone(s):** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

Upon contract award the firm shall provide, as available, the above alternative contacts for key personnel and supervisors assigned to the project.

- 2. **Methodology and approach:** A written approach on how installation, insulation, continuance of service, and disruption of normal activities may be minimized.

**EVALUATION CRITERIA (Listed in Order of Importance)**

Each proposal will be evaluated for full compliance with the instructions to the offeror and the mandatory terms and conditions set forth within this document. The proposal will be evaluated on the following criteria in order of importance:

- 1. **ORIGINALITY:** Offeror shall not be merely limited to items as shown in scope of work, but rather encouraged to recommend other services, products, methods, etc. as he/she feels would enhance the overall quality of the project both with respect to effectiveness and efficiency. Offeror’s overall proposed solution to improve the water quality/air quality at Brittingham Midtown Aquatics Center, through the installation of your brand of a UV Disinfection System and Control Panel.
- 2. **METHODOLOGY/APPROACH:** Offeror’s written approach on how installation of the UV Disinfection System and Control Panel, continuance of service, and disruption of normal activities may be minimized. Peripheral contributing factors including addition equipment/technology available to enhance the control features and overall operations of the proposed UV Disinfection System/Control Panel.

3. **QUALIFICATIONS and EXPERIENCE**: The offeror's professional qualifications and experience providing like services that are similar in size and scope as this project.
4. **RESPONSIVENESS**: The degree to which the offeror has responded to the purpose and scope of these specifications to include but not limited to services to be provided as detailed under scope of work above, flexibility of offeror to meet the City of Newport News' needs, and conformance in all material respects to this RFP. **The thoroughness of the vendor's RFP submittals will be key in determining the degree of responsiveness.**
5. **COST**: Offeror's overall fees shown in pricing for the project as outlined under scope of work and meeting budgetary restraints.
6. **CAPABILITY**: The offeror who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability, which will assure good faith performance as required by these specifications.

### **Instruction for Preparing and Submitting Proposals**

Proposals shall include information pertaining to this section.

Describe the level of knowledge and expertise with regard to the systems and equipment noted within this document.

Provide complete product data and specifications for UV Disinfection System and UV Control Panel.

Provide (2) or more client references that involved installation of a UV Disinfection System comparable to what is needed at BMAC.

Provide information and cost on additional equipment that could be used to better integrate the suggested UV Disinfection System to our current Aquatic Management Control System.

### **EVALUATION PROCEDURES AND SELECTION METHOD**

Proposals will be evaluated by the City, which may at its own discretion, may schedule interviews to clarify questions. The City reserves the right to negotiate with either or all of the respondents of this solicitation.

### **AWARD**

Award shall be made to the responsible offeror whose proposal is determined in writing to be the more advantageous to the city, taking into consideration price and the evaluation factors set forth in the request for proposals. The contract file will contain the basis on which the award is made.

The award of a contract shall be the sole discretion of the City. The award(s) shall be based on the evaluation of all information as the City may request. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality. Further, the City reserves the right to enter into a contract deemed to be in its best interest.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of Award may also appear on the purchasing website: [www.nngov.com/purchasing](http://www.nngov.com/purchasing)

### **CANCELLATION**

The City may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor a thirty (30) day written notice, or may cancel the contract immediately for violations of safety or rules of ethics. Upon such cancellation, the Contractor shall immediately cease services. Cancellation shall not release the OFFEROR from legal remedies available to the City.

### **QUESTIONS**

Questions regarding this solicitation shall be directed in writing, either as an email, or fax, to Shari D. Colvin, CPPB, VCO, Deputy Director, [scolvin@nngov.com](mailto:scolvin@nngov.com) and copy Brenda Vines, Assistant Buyer, [bvines@nngov.com](mailto:bvines@nngov.com) or fax: 757-926-8038, *by close of business November 11, 2010*. All questions must be submitted *in writing* by email, fax, or US Mail. Telephonic inquiries will not be considered.

### **DIRECT CONTACT**

**Direct contact with any City employee, including the Department of Parks, Recreation, and Tourism, without the expressed permission of the Director of Purchasing or her designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.**

### **DEBRIEFING**

In this process all information as to persons or firms making offers or the contents of any offers is kept confidential. This information can only be given out after an award or decision to award has been made.

After an award is made, or the decision to make an award is made, the file is available in the purchasing department for public review. Request a review time during normal business hours, 8 -5, Mon-Fri.

**TRADE SECRETS / PROPRIETARY INFORMATION**

Trade Secrets or Proprietary information submitted by an, 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, offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not Aproprietary@ or Aconfidential@.* They are considered public information. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

Please mark one:

- No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.
- Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled **APROPRIETARY INFORMATION@** on each page. **Do Not Mark the Whole Proposal Proprietary.**

---

---

---

---

---

**ANTI-COLLUSION CERTIFICATION**

The offeror certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same product and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The bidder understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The bidder also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

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

Name of Company: \_\_\_\_\_

## **INSURANCE ENDORSEMENTS**

**Insurance** The contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. The contractor shall furnish proof of said insurance prior to commencement of services. Separate forms, which name the City as additional insured and as alternate employer must be included with the Certificate of Insurance.

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain worker's compensation insurance while performing work on behalf for the City. Evidence of coverage needs to be provided prior to commencement of work.

Sample forms CG 20-10 (naming the City as additional insured for liability claims) and WC 00-03-01 (naming the City as an alternate employer for Worker's Compensation claims, pursuant to Section 65.2-302(A) of the Code of Virginia, 1950, as amended); and the Commonwealth's form for Worker's Compensation Certificate of Coverage are attached.

Contractor shall have ten (10) days from notice of intent to award to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the City to award a contract to the next responsive bidder, and hold the original contractor liable for excess costs.

<u><b>TYPE INSURANCE COVERAGE</b></u>	<u><b>LIMITS</b></u>
1. Workman's Compensation Employer's Liability	Statutory \$100,000.00
2. Comprehensive General Liability with XCU & Contractual included	\$1,000,000.00each \$1,000,000.00 each Occurrence
3. Property Damage Liability	\$100,000.00 each Occurrence

**THE FOLLOWING INSURANCE DOCUMENTS ARE ONLY REQUIRED FROM THE SELECTED OFFEROR AFTER AWARD IS MADE.**

**Do not return completed insurance forms with your submittal.**

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED B OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name of person or organization:

**City of Newport News  
C/o Purchasing Department  
2400 Washington Avenue  
Newport News, VA 23607-4301**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

CG 20 10 10 93



---

---

**WORKER'S COMPENSATION  
CERTIFICATE OF COVERAGE**

---

---

Section 11-46.3, Code of Virginia, requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the Commonwealth of Virginia departments, institutions or agencies. This same requirement applies for work being performed on behalf of local governments.

Evidence of coverage needs to be provided prior to commencement of work.

This form is to be returned to the organization contracting the work.

The undersigned organization stipulates that it either:

A. Has worker's compensation insurance \_\_\_\_\_ Yes

Insurance Company: \_\_\_\_\_

Policy Expiration Date: \_\_\_\_\_

B. Is self-insured for workers' compensation \_\_\_\_\_ Yes

**Title of Contract:** Medium Pressure Ultra-Violet Disinfection System and Control Panel

**Contract Number:** \_\_\_\_\_

**Signed By:** \_\_\_\_\_

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

**Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_



**Bond #** \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned \_\_\_\_\_  
\_\_\_\_\_, as Principal,  
and \_\_\_\_\_, as  
Surety, acknowledge ourselves held and firmly bound unto the City of Newport News, Virginia  
as Obligee, in the amount of \_\_\_\_\_  
dollars, (\_\_\_\_\_) for the payment of which, well and truly to be made, we hereby  
jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said \_\_\_\_\_  
did, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter into a contract with the  
City of Newport News, Virginia for a **Medium Pressure Ultra-Violet Disinfection System and  
Control Panel, RFP#2011-2835-2005**, which said contract is by reference made a part hereof, is  
hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all  
respects promptly and faithfully comply with and fulfill all the terms and conditions of said  
contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any change, alteration or addition to the terms of the  
Contract or extension of time made by the Owner.

Whenever principal shall be, and declared by Obligee to be in default under the Contract, the  
Surety may promptly remedy the default, or shall promptly:

Complete the Contract in accordance with its terms and conditions, or

Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Oblige elects, upon determination by the Oblige and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Oblige, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Oblige to principal under the Contract and any amendments thereto, less the amount properly paid by Oblige to principal.

It is hereby expressly further understood and agreed that this Bond is also given and made against defective material and workmanship in the said work covered by the said Contract, provided, however, that no suit, action or proceeding, by reason of any defect whatever, shall be brought upon this Bond after one (1) year following (i) completion of the contract, including the expiration of all warranties and guarantees, or (ii) discovery of the defect or breach of warranty, if the action be for such.

Medium Pressure Ultra-Violet Disinfection System and Control Panel

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of Obligee.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

BY \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
SURETY

BY \_\_\_\_\_

ATTORNEY-IN-FACT

COUNTERSIGNED:

\_\_\_\_\_  
Resident Virginia Agent of Surety  
(if original Agent is non-resident)

Submit with Power of Attorney