



**CITY OF MARTINSVILLE
SEALED PROPOSAL
MAY 22, 2017
DIESEL GENERATOR/ENCLOSURE & TRANSFER SWITCH**

Sealed proposals will be received until 2:00 p.m. on Monday, June 12, 2017, by the City of Martinsville Water Resources Department to contract with a firm for the purchase and installation of one Industrial 810kW Diesel Generator, Enclosure and Automatic Transfer Switch. Installation will take place at the City's Wastewater Treatment Plant, located at 802 Wind Dancer Lane, Ridgeway, Va. 24148.

The successful bidder will perform start-up testing of the generator after installation.

There will be a Pre-Proposal meeting on Tuesday, May 30, 2017, at 10:00 a.m. at the Wastewater Treatment Plant, 801 Wind Dancer Lane, Ridgeway, Va. 24148. All vendors are encouraged to attend this meeting.

SCOPE OF SERVICES

Project consists of furnishing and installing a new Diesel 810kW Generator, Enclosure & Automatic Transfer Switch. This generator should be capable of running all the primary pumps, return pumps and aerator in the lagoon, etc. at the WWTP, as described below:

1. The Generator voltage should be 277/480; ratings range 810 kW/1013 kVA; 3 phase, 1218 amps, 60hz. This is a Tier 2 EPA-Certified for Stationary Emergency Application, UL2200 listing; Kohler Model 800REOZMD or approved equal.
2. The Enclosure is an Aluminum Sound Enclosure (includes the weather enclosure) with a Subbase Fuel Tank. BEP Distribution Panel/Load Center, 3-way Switch with GFCI receptacles. The Enclosure is a Kohler Model #750-1000REOZMD or approved equal.
3. Service Entrance Rated Automatic Transfer Switch; 1600 amps, 480 volts/60hz; 3-pole, 4 wire, solid neutral; NEMA 3R; Programmed; anti-condensation heater. The Switch is a Kohler KEP-DMTC-1600S-TQ or approved equal.

Unless otherwise provided in this bid, the name of a certain brand, make or manufacturer shall not restrict bidders to the specific brand, make or manufacturer name and shall be deemed to convey the general style, type, character, and quality of the item desired.

Proposals will be received in the office of the Purchasing Manager, Karen Mays, Central Warehouse, 990 Fishel Street, Martinsville, Va. 24112. Bids may be mailed, hand delivered, sent by FedEx or UPS to 990 Fishel Street, or mailed to the City of Martinsville Purchasing Department, P O Box 1112, Martinsville, Va. 24114-1112. Please mark your envelope, "Emergency Generator" and the date of the bid opening in the lower left hand corner of the envelope. The City of Martinsville, Virginia, reserves the right to accept or reject any and all proposals, to waive any informalities, and to award this project as determined to be the most advantageous to the City of Martinsville. There will not be a formal bid opening.

The successful bidder will be required to affect such liability insurance as will be necessary to save the City of Martinsville harmless and will be required to furnish a certificate of insurance. Awarding of this project will require a City of Martinsville Business License. For requirements, please contact the Commissioner of Revenue Office at 276-403-5129.

Questions must be submitted in writing to the Purchasing Office no fewer than seven (7) working days prior to the specified closing date. An email may be submitted to kmays@ci.martinsville.va.us or rlegus@ci.martinsville.va.us. If necessary, an addendum will be issued and sent to each bidder and posted on the City's website <http://www.martinsville-va.gov>.

Quote F.O.B Destination, Freight charges Prepaid and Allowed. The City will not take possession of this generator set until these items are delivered to the City's site.

The City will use the following Selection Criteria to Evaluate the award of this project:

1. Contractor experience with similar installations.
2. Quality and warranty of the specific generator set/enclosure/switch being proposed. Include detailed brochures and copies of warranties.
3. Costs for generator set/enclosure; switch; labor. Include all costs to get this generator/enclosure and switch installed and running. Include testing.
4. Installation Schedule. Detailed description of when installation can take place.
5. References. Give 3.
6. Qualifications/Experience of personnel and subcontractors.
7. Payment Terms.
8. Turn-around time for emergency service. Provide location of parts and service department.

Installation: complete installation of the ATS and generator. Installation of the SE ATS to be located between the transformer and building and the generator located in the front of the building near the transformer. Cooper wire should be included. All work by code,

include drawings. Building permits to be pulled by successful bidder. The successful vendor is responsible for the rental of the crane and all electrical work involved.

The concrete pad for this generator/enclosure will be poured by the successful vendor. The pad will be moved to the other side of the electrical building. The existing generator is to remain on the current concrete pad. The City will keep and dispose of the generator.

WARRANTY

- A. Base Warranty: Manufacturer shall provide base warranty coverage on the material and workmanship of the generator set and prime/continuous product from registered commissioning and start-up. Get details.**
- B. Extended Warranty: Manufacturer shall offer extended coverage from date of registered commissioning and start-up. Price separately. Give details.**

MANUFACTURERS

Manufacturers: The basis for this specification is Kohler Power Systems equipment; approved equals may be considered if equipment performance is shown to meet the requirements herein. Unless otherwise provided in this bid, the name of a certain brand, make or manufacturer shall not restrict bidders to the specific brand, make or manufacturer name and shall be deemed to convey the general style, type, character, and quality of the generator.

INSTALLATION

- C. Comply with packaged engine-generator manufacturers' written installation, application, and alignment instructions and with NFPA 110.**
- D. Equipment shall be installed by the contractor in accordance with final submittals and contract documents. Installation shall comply with applicable state and local codes as required by the authority having jurisdiction. Install equipment in accordance with manufacturer's instructions and instructions included in the listing or labeling of UL listed products.**
- E. Installation of equipment shall include furnishing and installing all interconnecting wiring between all major equipment provided for the on-site power system. The contractor shall also perform interconnecting wiring between equipment sections (when required), under the supervision of the equipment supplier.**

- F. Equipment shall be installed on concrete housekeeping pads. Equipment shall be permanently fastened to the pad in accordance with manufacturer's instructions and seismic requirements of the site.**
- G. Equipment shall be initially started and operated by representatives of the manufacturer. All protective settings shall be adjusted as instructed by the consulting engineer.**
- H. All equipment shall be physically inspected for damage. Scratches and other installation damage shall be repaired prior to final system testing. Equipment shall be thoroughly cleaned to remove all dirt and construction debris prior to initial operation and final testing of the system.**
- I. On completion of the installation by the electrical contractor, the generator set supplier shall conduct a site evaluation to verify that the equipment is installed per manufacturer's recommended practice.**

ON-SITE ACCEPTANCE TEST

- J. The complete installation shall be tested to verify compliance with the performance requirements of this specification following completion of all site work. Testing shall be conducted by representatives of the manufacturer. The Engineer shall be notified in advance and shall have the option to witness the tests. The generator set manufacturer shall provide a site test specification covering the entire system. Tests shall include:**
- K. Prior to start of active testing, all field connections for wiring, power conductors, and bus bar connections shall be checked for proper tightening torque.**
- L. Installation acceptance tests to be conducted on site shall include a "cold start" test, a full load (resistive) test, and a one-step rated load pickup test in accordance with NFPA 110. Provide a resistive load bank and make temporary connections for full load test, if necessary.**
- M. Perform a power failure test on the entire installed system. This test shall be conducted by opening the power supply from the utility service, and observing proper operation of the system. Coordinate timing and obtain approval for start of test with site personnel.**

TRAINING

- N. The equipment supplier shall provide training for the facility operating personnel covering operation and maintenance of the equipment provided.**

FIELD QUALITY CONTROL

- O. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.**

SERVICE AND SUPPORT

- P. The generator set supplier shall maintain service parts inventory for the entire power system at a central location which is accessible to the service location. The manufacturer of the generator set shall maintain a central parts inventory to support the supplier, covering all the major components of the power system, including engines, alternators, control systems, paralleling electronics, and power transfer equipment.**
- Q. The generator set may be serviced by a local service organization that is trained and factory certified in generator set service. The supplier shall maintain an inventory of critical power system replacement parts in the local service location. The service organization shall be physically located within 100 miles of the site.**

SERVICE AGREEMENT

- R. The supplier shall include in the base price, a one-year service agreement. The maintenance shall be performed by factory authorized service technicians capable of servicing both the engine generator set and the transfer switch (es). This agreement shall include the following:**
- 1. All engine maintenance as recommended by the service manual.**
 - 2. All electrical controls maintenance and calibrations as recommended by the manufacturer.**
 - 3. All auxiliary equipment as a part of the emergency systems.**
 - 4. The supplier shall guarantee emergency service.**
 - 5. All expendable maintenance items are to be included in this agreement.**
 - 6. A copy of this agreement and a schedule shall be given to the Owner at the time of his acceptance, showing what work is to be accomplished and when.**

INCURRING COSTS

The City of Martinsville is not liable for any costs incurred by contractors prior to issuance of a contract.

A. IMMIGRANT REFORM AND CONTROL ACT OF 1986

By signing its SOQ, the offeror certifies that it does not and will not during the performance of this contract violate the provisions of Federal Immigration Reform and Control Act of 1986, which prohibits the employment of illegal aliens.

PROPOSAL PREPARATION & SUBMISSION

B. SUBMITTAL

Local, minority – owned, and female – owned firms are encouraged to respond. The City of Martinsville is an Equal Opportunity Employer. Proposals from minority, female, and local firms are invited. All responding firms / individuals shall comply with Executive Order 11246.

Respondents should submit two (2) copies of the proposals titled “Emergency Generator”, to Karen Mays, Purchasing Manager, P. O. Box 1112, Martinsville, Virginia 24114 by June 12, 2017 at 2:00 p. m. Proposals may also be sent by postal mail, FedEx or UPS to the City of Martinsville Central Warehouse, 990 Fishel Street, Martinsville, Va. 24112-3248. Equal Opportunity Employer. COMPLETE & RETURN PAGES 7, 16, 17, 18.

It is the responsibility of the offeror to ensure that their proposals reach the appropriate office prior to the close time on the proposal. Responses received after the date and time of closing will be considered non-responsive. Proposals will not be accepted via fax machine or internet e-mail.

The offeror shall be fully responsible for all costs incurred in the development and submission of the proposal.

If you desire not to respond to this proposal, please forward your acknowledgement of NO PROPOSAL SUBMITTED to the above address.

The City of Martinsville may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359D, Code of Virginia).

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

ORGANIZATION/ADDRESS/ CONTACT PERSON/EMAIL ADDRESS/ TELEPHONE

1. _____

2. _____

3. _____

Signature Sheet

Generator/Enclosure/Switch RFP

My signature certifies that the proposal as submitted complies with the Specifications as set forth in this Request for Proposal.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to this proposal by all conditions of the proposal and certify that I am authorizing to sign this proposal.

To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet, please indicate which ones on an attached page.

Company Name: _____

Address: _____

Signature: _____

Name (type or print) _____

Official Title: _____

Federal Tax ID Number: _____

Date: _____ **Telephone Number:** _____

Email Address _____

GENERAL TERMS/ CONDITIONS

C. EQUAL OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

- 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this non-discrimination clause.**
- 2. The Contractor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional non-discrimination clause.**
- 3. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.**
- 4. 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.**
- 5. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.**
- 6. The Contractor will otherwise comply with all other applicable provisions of local, State, and Federal law.**

D. DRUG FREE WORK PLACE

During the performance of this contract, the contractor agrees to:

- 1. Provide a drug-free workplace for the contractor's employees**
- 2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.**
- 3. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.**

4. **Include the provisions of the foregoing clauses in every subcontract or purchase order of or over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.**

“Drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

E. INSURANCE

The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the City of Martinsville; nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case of such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

Comprehensive General Liability Insurance: The Contractor shall maintain during the life of this Contract comprehensive general liability insurance as shall protect him, the City of Martinsville and its offices, agents and employees, and any Subcontractors performing work covered by this Contract from claims for damage for personal injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall not be less than a combination single limit of \$1,000,000 per occurrence on bodily injury and property damage and \$1,000,000 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:

**Comprehensive
Premises – Operation
Products/Completed Operations Hazard
Contractual Insurance**

**Underground Hazard
Explosion & Collapse Hazard
Independent Contractor and Subcontractor
Broad Form Property Damage
Personal Injury
Builders Risk**

Automobile liability insurance minimum combined single limits of \$1,000,000 for any one person and subject to the same limit for each person, \$1,000,000 on account of any one accident. This insurance shall include bodily injury and property damage for the following vehicles:

**Owned Vehicles
Non-owned Vehicles
Hired Vehicles**

Umbrella Policy. At the option of the Contractor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage's herein required. However, any such umbrella policy must have minimum coverage limits of \$3,000,000.00.

All policies shall name the City of Martinsville, its officers, agents, and employees, as additional insured. This coverage shall be reflected on the Certificates of Insurance (including any endorsements or riders thereto), which will be provided to the City. Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation or material change in the policies to the Director of Purchasing.

Written evidence of the insurance required herein shall be filed with the City not later than thirty (30) days following the date of the award of the Contract. A copy of the evidence of insurance shall be filed with the Director of Purchasing.

F. OBSERVANCE OF LAWS

The Contractor at all times shall observe and comply with all Federal, State and City laws, bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work materials, employees or contract.

G. PERFORMANCE

In case of default by the Contractor, the City of Martinsville may procure the services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.

H. PERMITS

The Contractor shall, at his own expense, secure any business or professional licenses, permits or fees required by the City of Martinsville, Commonwealth of Virginia or any other requesting agency having jurisdiction. Contact the Commissioner of Revenue's Office at 276-403-5131 for details and instructions.

I. SUBCONTRACTS

No proposed subcontractor shall be disapproved by the City of Martinsville except for cause.

The Contractor shall be as fully responsible to the City of Martinsville for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced in this Contract.

Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

J. WORK CHANGES

The City of Martinsville without invalidating the contract, and without notice to any surety, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, providing the total amount added or eliminated does not exceed twenty-five percent (25%) of the total contract price, or \$10,000, whichever is greater. All such changes in the work shall be authorized by change order, and shall be executed under the applicable conditions of the contract documents.

The cost or credit to the City resulting from a change in the work shall be determined by unit prices subsequently agreed upon or by mutual acceptance of a lump sum properly itemized, or on the basis of cost of Work plus a Contractors Fee for overhead and profit as determined below.

Should concealed conditions encountered in the performance of the work below the surface of the ground or hidden in existing structures be at variance with the conditions indicated by the contract documents, the contract price may be equitably adjusted by change order upon claim by either party and approval of the other party, made within either party and approval of the other party, made within twenty (20) days after the first observance of the conditions.

The Contractor shall promptly, and before such conditions are disturbed, notify the Project Manager in writing of: (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The Project Manager shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the contractor's cost of, or the time required for, performance of this contract, and equitable adjustment shall be made and the contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; or unless the Project Manager grants a further period of time before the date of final payment under the contract.

K. ETHICS IN PUBLIC CONTRACTING

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by this City. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

L. HOLD HARMLESS CLAUSE

The Contractor shall, during the term of the contract, indemnify, defend, and hold harmless the City, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

M. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

City of Martinsville government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, City of Martinsville, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from

discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

N. TERMINATION

Subject to the provisions below, the contract may be terminated by the City upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the City until said work or services are completed and accepted.

- 1. Termination for Convenience - In the event that this contract is terminated or canceled upon request and for the convenience of the City, without the required thirty- (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.**
- 2. Termination for Cause - Termination by the City for cause, default or negligence on the part of the firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty- (30) days advance notice requirement is waived in the event of Termination for Cause.**
- 3. Termination Due to Non-Appropriation of Funds in Succeeding Fiscal Years - When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.**

O. RECORD RETENTION; AUDITS

The contractor shall retain, during the performance of the contract and from the completion of the contract, all records, including computerized records, pertaining to the contractor's proposal and any contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers; other reimbursement supported by invoices; ledgers; canceled checks; deposit slips; bank statements; journals; contract amendments; insurance documents; memoranda; and correspondence. Such records shall be available on demand and without advance notice during normal working hours.

The City may perform in-progress and post-contract audits of the contractor's records as a result of a contract awarded pursuant to this RFP. Such records shall be available on demand and without notice during normal working hours.

P. ASSIGNMENT OF CONTRACT

The successful offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.

Q. ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Martinsville all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the City of Martinsville, relating to the particular goods or services purchased or acquired by the City of Martinsville under said contract.

R. QUALIFICATIONS OF OFFERORS

The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The City further reserves the right to reject any proposal) if the evidence submitted by, or investigations of, such offeror fails to satisfy the City that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

S. NONDISCRIMINATION OF CONTRACTORS

A proposal, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the proposal or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

T. PROPOSAL ACCEPTANCE PERIOD

Any proposal in response to this solicitation shall be valid for (30) days. At the end of the (30) days, the proposal may be withdrawn at the written request of the proposer. If the

proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

U. PIGGY BACK CLAUSE

According to the State of Virginia Public Procurement Act, any other state, local or government agency may use this bid as a basis for procuring such items.

V. CLEANUP

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all his waste materials and rubbish from and about the project as well as all his tools, construction equipment, machinery, and surplus materials.

If the Contractor fails to clean up at the completion of the work, the City of Martinsville may do so and the cost thereof shall be charged to the Contractor.



**CITY OF MARTINSVILLE
REQUEST FOR SEALED PROPOSAL
FURNISH & INSTALL 1 GENERATOR/ENCLOSURE/SWITCH**

In compliance with this Request for Proposal and subject to all conditions thereof, the undersigned offers and agrees to provide all equipment, labor and materials necessary to furnish and install 1 Generator/Enclosure/Switch at the location specified in this Request for Proposal, for a complete turn-key installation. Unit Price

Furnish & install one 810kW Generator Set, with Aluminum Sound Enclosure, & 1600 Amp Automatic Transfer Switch; include Start-Up Testing & Warranties:

Total Price for Generator/Enclosure, & Switch \$ _____
Complete turn-key installation & testing, warranties.

Extended Warranty Cost for Generator/Enclosure \$ _____

Extended Warranty Cost for Switch \$ _____

Generator Brand _____

Generator Model _____

1600 amp Switch Gear & Disconnect, Brand & Model _____

Basic Warranty Information for:

Generator _____

Enclosure _____

Switch Gear _____

TERMS: Terms will be _____, (if this blank is not filled in, it is understood that a discount of 2% is allowed for payment within 15 days). The time allowed for cash discount will be figured from the date of receipt of the property.

DELIVERY: The commodity will be delivered and the work completed within _____ calendar days after receipt of the order or notice to proceed.

F.O.B.: Wastewater Treatment Plant, 801 Wind Dancer Lane, Ridgeway, Va. 24148

Addenda:

Bidder hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Request for Sealed bid:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Respectfully submitted,
Company Name: _____

Address _____

Signature: _____ Date _____

Printed Name: _____

Title: _____

_____ Telephone _____ Fax _____ Email

***Bidder shall include with their Bid submittal a copy of their current Business License and Contractor's License. ***

CONTRACTOR REGISTRATION:

I certify that the firm signing this bid and registered under that name is legally qualified to perform all work include in the scope of the Contract as determined by the Commonwealth of Virginia, Department of Commerce, State Board for Contractors, in granting the registration.

Licensed Class A Virginia Contractor No. _____

Licensed Class B Virginia Contractor No. _____

Licensed Class C Virginia Contractor No. _____

Submitted by _____

(For individual trading in his individual name) _____

(For use by an individual trading under a trade name _____

Trading as _____

(For use by Partnership) _____
(Partnership Name)

By: _____
(Partner)

(For use by Corporation) _____
(Corporate Name)

By: _____
(Indicate Office Position)

Address: _____

Telephone#: _____

***Bidder shall include with their Bid submittal a copy of the Contractor's Registration.**