



SHENANDOAH UNIVERSITY
1460 University Drive
Winchester, VA 22601

REQUEST
FOR
PROPOSAL #090802
Date of Issue July, 2009

COOLING TOWER REPLACEMENT

All questions regarding this proposal should be directed to:

Shenandoah University Contact: Jeff Davis
Project Manager
540/678-4485 office
540/665-5599 fax
jdavis2@su.edu

1. Scope of Services

Shenandoah University hereinafter referred to as "SU" is seeking a Vendor who will provide Equipment, Sundries, and Services as identified herein. "Vendor" or "Contractor" or "Offerer" hereinafter shall have the same meaning and shall be construed to mean the same.

The Solicitation identifies the requirements for the Contractor to furnish all labor, tools, materials, equipment, supplies, sundries, quality control, and supervision necessary to completely replace the existing cooling tower at the SU owned property, the Creamery Building, Kent Street, Winchester VA. This RFP 090802 represents a "COMPLETE" installation as is further defined herein.

2. Administrative

- a. Proposed award is projected to be in the month of August, 2009
- b. SU does not discriminate against a Vendor because of race, religion, color, sex national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
- c. Proposals must be signed by an official authorized to bind the Contractor to its provisions for the period identified herein
- d. Prices identified herein shall be good for 90 days after this RFP closes and extending through the Contract installation.
- e. Vendor / Contractor is responsible for obtaining all necessary permits prior to beginning any work. Vendor /Contractor shall operate within all governing laws at all times.

3. Evaluation criteria / Award

- a. Any award made as a result of this RFP 090802 will be made to one (1) Prime Contractor
- b. A Prime Contractor may utilize any sub-contractor at his (Prime Contractor's) discretion
- c. Prime Contractor is solely responsible for all aspects of performance of services under this RFP 090802 and Contract to include but not limited to quality of work and correct insurance coverages.
- d. SU will complete the evaluation of all responses to this RFP 090802 and contact the winning Vendor via telephone and issue a written Purchase Order.

- e. Evaluation of the responses to this RFP is based on:
 - 1. 60% - Price
 - 2. 30% - Contractor's ability to perform the Services and expressed agreement to meet RFP 090802 requirements
 - 3. 30% - Value Added – Vendor will identify the following but not limited to the following:
 - Warranties
 - Proposed installation time frame
 - Noise reduction
 - Heating / Cooling BTU replacement
 - Final Green color
- f. Any award of this RFP constitutes a Contract.
- g. this RFP will close July 29, 2009 at 10:00 a.m. Responses will not be accepted after 10:00 a.m. on July 29, 2009
- h. All responses to this RFP will be delivered to the Physical Plant Office, Shingleton Building, Shenandoah University to the attention of Jeff Davis. FOR ANY INSTANCE WHEREBY THE VENDOR RELYS ON US MAIL, UPS, OR OTHER, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE REQUIREMENT OF ANY RESPONSE TO THE RFP 090802 TO BE DELIVERED TO JEFF DAVIS AT THE PHYSICAL PLANT OFFICE IN SHINGLETON BUILDING REMAINS WITH THE VENDOR AND NOT WITH THE US POSTAL SERVICE, OR SHENANDOAH UNIVERSITY'S MAIL ROOM PERSONEL OR ANY OTHER.
- i. SU reserves the right to reject any and or all proposals, to further negotiate with the successful proposer and to waive informalities and minor irregularities in proposals received, and to accept any portion of the proposal if deemed to be in the best interest of SU to do so.
- j. AWARD OF THIS RFP IS NOT BASED SOLELY ON LOW PRICE.
- k. The Vendor's response to this RFP will be constructed and submitted as per instructions identified herein.
- l. **ALL INFORMATION SUBMITTED BY THE VENDOR IN RESPONSE TO THIS RFP IS CONSIDERED PUBLIC INFORMATION. ANY MARKINGS, STATEMENTS OR OTHER AS DELINEATED ON THE VENDOR'S RESPONSE TO THIS RFP TO OTHERWISE IDENTIFY ANY INFORMATION AS ANYTHING BUT PUBLIC INFORMATION WILL BE DEEMED BY SU AS ERROUNOUS MARKINGS AND NOT ADHERED TO IN ANY INSTANCE.**

4. Location of Services / Definition of Services

1. Location of Services
Shenandoah University
The Creamery Building
21-25 Kent Street
Winchester VA 22601

2. Definition of Services
Complete Cooling Tower Replacement
COMPLETE will be defined as Contractor providing but not limited to, all pieces, parts, paint, sundries, labor, supervision, permitting, demolition of old cooling tower, hauling away debris, providing new cooling tower, all utility connections, etc. for the effective 100% replacement and installation of a new Cooling Tower at the above referenced site. Noise insulation and the outside color of green on the finished cooling tower shall both be a requirement of this procurement. The Vendor shall identify how the noise insulation and the final green color will be addressed. New Cooling Tower must be successfully tested according to Manufacturer's specifications and be in working order as a condition of final payment.

5. General Contract Terms and Conditions

- a. RFP 090802, and the Vendors response to RFP 090802 and any negotiations reduced to a writing, and the Purchase Order that identifies the Award of RFP 090802, and any written Change Orders or other written documents that have been agreed to and signed by both parties shall constitute the Contract Documents. These Contract Documents shall represent the "Contract" equally binding between the successful Offerer and SU and shall henceforth be referred to as "Contract 090802 –XXX " where the "X" will represent the Vendor of Award.
- b. This Contract shall be governed and construed according to the laws of the Commonwealth of Virginia.
- c. All portions contents and materials that make up this Contract are considered as public information and shall not be considered to have or contain or represent confidential information, and copies may be released by SU to anyone at any time, at the sole discretion of SU.
- d. The Contractor will protect SU from claims involving infringement of patent and or copyright.
- e. SU reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of SU in the event of breach or default by the Contractor.

f. Payment under this Contract shall be in two events. The first event shall be when the Contractor invoices for the new equipment; the new equipment must be at the Contractors' staging area in the vicinity of the Site or at the SU owned property and be under the complete control of the Contractor, and the invoice will only identify the cost of the equipment. SU will have 30 days to pay that specific invoice if it is acceptable to SU. The second event allows the Contractor to provide a final invoice after completing and successfully testing and successfully bringing the new equipment on-line. Having an acceptable invoice and having accepted the work / services, SU will have 30 days to pay that specific invoice.

g. SU will not sign any additional terms and conditions and any additional terms and conditions subsequently and erroneously incorporated into any award shall hereby have no effect when not expressly incorporated therein. **NO ADDITIONAL TERMS AND CONDITIONS ARE HEREBY ACCEPTED UNLESS REDUCED TO A WRITING AND SIGNED BY BOTH PARTIES AND AFFIXED TO THE CONTRACT IN THE FORM OF A CONTRACT MODIFICATION.**

h. The Contractor shall maintain a Comprehensive General Liability Insurance policy during the life of this Contract. Such Comprehensive General Liability insurance shall provide protection from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract whether such operation be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

i. Where required to do so by any entity authorized to do so, the Contractor shall maintain workers compensation insurance with statutory coverage, including Employer's Liability coverage for all of their employees during the life of the Contract.

j. The Contractor shall maintain during the life of the Contract, Comprehensive Automobile Liability Insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles and trucks, hired automobiles and trucks and both on and off the site of the work.

k. The Vendor / Contractor will indemnify SU, its officers, agents, and employees from any and all liabilities, claims, liens, fines, demands, and costs, including legal fees of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of SU in connection with or in any way incident to or arising out of the occupancy, use, service, operation, performance or non-performance of work in connection with this Contract resulting in whole or in part from negligent acts or omissions of Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.

l. Contractor and Contractor's employees are subject to and required to participate in any background check that SU requests. In any instance whereby the Contractor does not produce SU's requested documentation or aid in participation in any way for a background check, then the Contractor and or any specific employee is subject to being immediately removed from SU property. SU RETAINS THE RIGHT TO REMOVE THE CONTRACTOR OR CONTRACTOR'S EMPLOYEES FROM SU PROPERTY FOR ANY REASON AT ANY TIME.

m. The initial Term of the contract shall be from date of award and continue through demolition, installation and warranties offered and accepted.

n. Access to the Site in the performance of this Contract shall be 24 x 7 by the Contractor.

6. Vendor's RFP 090802 Bid Response

The Vendor / Contractor shall organize the Bid Response according to the following guide:

Tab 1 – Cover page identifying the Vendor / Contractor, address of the Contractor, the Bid number (RFP Number) and Title. Any License or Contractor License # shall also be identified on this page. Vendor will express their ability to provide the Equipment and Services and the Vendor will also express their understanding and agreement to meet the requirements of this RFP. Evaluation = 30%

Tab 2- Vendor shall provide pricing as requested in the RFP. This pricing is COMPLETE pricing. Vendor shall identify the exact equipment that is currently in place by specifications and identify the exact proposed replacement equipment with complete specifications. Vendor will identify the Heating /Cooling BTU rating of the existing unit and the Heating / Cooling BTU rating of the new replacement unit. Evaluation = 60%

Tab 3 – Vendor shall express in full detail an installation period to include the projected start date and ending date so that SU may contact the tenants of the Site for interruption of service and Site activity. Vendor shall express in full detail and describe any Value Added issues to include but not limited to: the energy efficiency as the existing unit compares against the new proposed unit, and any technology upgrades with the same comparison and how any noise reduction will be added, and the process for the final product to be green in color as the existing unit is now. Evaluation = 30%

Tab 4 – Vendor to provide a complete copy of the RFP, signed and dated by the appropriate Vendor contact . Evaluation = information and Contract Documents

NOTE: the Contractor is reminded that the most advantageous bid evaluation can only occur when the Vendor /Contractor provides the correct and adequate information to the above. Missing information and incorrect information may result in a lower evaluated score. The Contractor may add any information to the bid response where the Contractor believes that the information is necessary for a complete evaluation

7. PRICING FOR COMPLETE INSTALLATION

- | | | |
|----|-----------------------------|----------|
| 1. | demo and removal | \$ _____ |
| 2. | new equipment | \$ _____ |
| 3. | labor | \$ _____ |
| 4. | Value Added features | \$ _____ |
| 5. | Other | \$ _____ |
| 6. | crane, permitting, sundries | \$ _____ |
| 7. | TOTAL TURNKEY PRICING | \$ _____ |

8. VENDOR'S AUTHORIZED SIGNATURE

The undersigned, having carefully read and considered the terms and conditions of the Request for Proposal (RFP 090802) for "Cooling Tower Replacement" does hereby offer to provide such items and perform services on behalf of the SU, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the RFP 090802 at the rates hereinafter set forth.

ALL VENDORS ARE HEREBY REMINDED THAT THIS RFP WILL BE EVALUATED AND AWARDED AS IDENTIFIED HEREIN AND NOT BASED SOLELY ON LOW PRICE AND ALL INFORMATION SUBMITTED BY THE VENDOR IN RESPONSE TO THIS RFP IS CONSIDERED PUBLIC INFORMATION. ANY MARKINGS, STATEMENTS OR OTHER AS DELINEATED ON THE VENDOR'S RESPONSE TO THIS RFP TO OTHERWISE IDENTIFY ANY INFORMATION AS ANYTHING BUT PUBLIC INFORMATION WILL BE DEEMED BY SU AS ERROUNOUS MARKINGS AND NOT ADHERED TO IN ANY INSTANCE.

Signature of Vendor: _____

Printed Name _____

Company Name: _____

Date: _____