



## **REQUEST FOR QUALIFICATIONS**

### **Building Demolition Clifton Forge Rail Yard**

#### **1. General**

The Town of Clifton Forge, Virginia (hereafter referred to as the TOWN) is seeking the services of a professional contractor (hereafter referred to as the CONTRACTOR) lawfully engaged in the practice of these services in Virginia for the demolitions of the facilities in the Clifton Forge Rail Yard, Clifton Forge VA. Interested firms should respond to this request on or before the time due for submission.

#### **2. Submission**

All questions regarding the scope of the work for this job should be directed to the Town of Clifton Forge Director of Public Works.

In order to be considered responsive, Submittals must be delivered to the Department of Public Works, 520 Howard Street, Clifton Forge, Virginia, 24422, and telephone (540) 863-2517.

Submittals must be received no later than February 22, 2017 at 2 PM to be eligible for consideration by the Town. Each submittal shall be in a sealed envelope, which is clearly marked "Request for Qualifications – Building Demolitions – Clifton Forge Rail Yard, Clifton Forge VA."

There will be a Pre-submittal meeting to be held on site on the 13<sup>th</sup> of February, 2017 at 10:00 A.M.

### **3. Guidelines to Perspective Firms**

It is the policy of the TOWN that contracts are awarded only to responsible offerers. In order to qualify as responsible, a prospective CONTRACTOR must meet the following standards as they relate to this request:

- a. Have the adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- b. Have the necessary experience, organization, technical and professional skills and facilities;
- c. Be able to comply with the proposed or required time of completion or performance schedule;
- d. Have a satisfactory record of performance.

### **4. Timetable:**

Pre-Submittal Meeting	February 13, 2017
RFQ Due	February 22, 2017 at 2 PM
Selection by	February 27, 2017

### **5. Limitations:**

This Request for Qualifications does not commit the TOWN to award a contract, to pay any costs incurred in the preparation of a response

to this request, or to procure or contract for services or supplies.

**The TOWN reserves the right to accept or reject any or all Submittals received as a result of this request, or to cancel in part or in its entirety this Request for Qualifications, if in the best interest of the TOWN to do so.**

**6. Revisions to Request for Qualifications:**

Any questions or inquiries must be submitted in writing and must be received by the Public Works Department no later than seven (7) calendar days before the RFQ date in order to be considered. Any changes to the RFQ will be provided to all offerers of record.

**7. Technical Evaluation:**

In the evaluation of the Submittal the TOWN, at its discretion, may obtain technical support from outside sources.

**8. Insurance:**

Per the attached sheet (please refer to page 9).

**9. Contract Award:**

Any contract entered into by the TOWN shall be in response to the submittal and subsequent discussions. The award shall be based on adequate financial resources for performance, or ability to obtain such resources, possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, ability to comply with proposed or required time of completion or performance, possession of a satisfactory record of performance and cost.

***The contract shall be a firm fixed price.***

**10. Modifications after Award:**

The TOWN reserves the right to incorporate minor modifications which may be required by it. The CONTRACTOR will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if he can prove that the timing or extent of the modification implies a major effort on his part.

**11. Payment Schedule:**

Invoices are due in duplicate and payable monthly by the third Friday of the following month. Invoices are to be for the actual dollar value of the services provided, less a ten percent (10%) retainage until final payment is made, at which time the balance of the contract will be made upon acceptance by the TOWN. Retainage is to be held in a non-interest bearing account.

**12. Ownership of Reports:**

All data, materials and documentation pursuant to this contract shall belong exclusively to the TOWN.

**13. Disagreements and Disputes:**

All disagreements and disputes, if any, arising under the terms of the agreement, either at law, in equity, or by arbitrations, shall be resolved pursuant to the laws and procedures of the Commonwealth of Virginia in which State this agreement shall be deemed to have been executed. No action at law, in equity or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of this agreement, in any jurisdiction whatsoever other than the Commonwealth of Virginia.

**14. Termination of Contract for Cause:**

If, through any cause the CONTRACTOR shall fail to furnish in a timely and proper manner its obligation under this CONTRACT, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this CONTRACT, the TOWN shall thereupon have the right to terminate this CONTRACT by giving written notice to the CONTRACTOR of such termination and specifying the effective date

thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data programs and reports prepared by the CONTRACTOR under this CONTRACT shall, at the option of the TOWN become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

**15. Termination for the Convenience of the Town:**

The TOWN may terminate the CONTRACT at any time by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and materials as described in Paragraph 14 above shall, at the option of the TOWN become its property. If the CONTRACT is terminated by the TOWN as provided herein, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services covered by this CONTRACT, less payments of compensation previously made.

**16. Indemnification:**

The Contractor agrees to protect, defend, indemnify and hold the Town of Clifton Forge harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negli-

gence of the Town, or its employees.

**17. Contract:**

The contract between the Town of Clifton Forge and the CONTRACTOR shall consist of (1) the Request for Qualifications (RFQ) and any amendments thereto, and (2) the CONTRACTOR's offer submitted in response to the RFQ. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and referenced in the Request for Qualifications shall govern. However, the Town of Clifton Forge reserves the right to clarify any contractual relationship in writing with the concurrence of the CONTRACTOR, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFQ or the CONTRACTOR'S offer. In all other matters not affected by the written clarification, if any, the request for qualifications shall govern. The offerer is cautioned that his offer shall be subject to acceptance without further clarification.

**18. Submittal Preparation:**

In order to facilitate evaluation of the Submittal and experience, the CONTRACTOR is instructed to follow the outline below in responding. Qualifications that do not follow the outline, or do not contain the required information may be considered as unresponsive Submittal. Additional and more detailed information may be annexed to the main body of the reply.

A. Company Background Materials

Information concerning the background, experience, and reputation of the CONTRACTOR which is felt to be pertinent.

B. Ability to Perform

Previous work on similar projects - the CONTRACTOR will demonstrate his/her understanding of a familiarity with projects of this type or existing similar contracts developed. Firms shall list all building design projects of comparable type and/or size which they have designed within the last five (5) years.

C. Backup Capability

Include the names of individuals who would be assigned to the project in the event of an unexpected problem in manpower assignment.

D. Staff Project Manager – Contact Person

Will identify the staff project manager along with the person's resume and the number of hours that person will actually be involved.

E. Firm's Experience

The CONTRACTOR shall provide a list of previous and current contracts which are considered identical or similar to the scope of services discussed herein.

The CONTRACTOR must submit a list described above which shall include the following:

1. Contract duration, including dates.
2. Services performed and fees for services.
3. Name, address and telephone number of customers which may be contacted for verification of all data submitted.
4. Contractor must state whether project was completed on time and within budget.

F. Technical Project Approach

Each respondent will provide a brief technical submittal indicating their project approach and a preliminary project timetable.

**19. Project Background:**

The Town is seeking the services of a contractor to coordinate and execute requested services for Clifton Forge Rail Yard Building Demolition. Demolition shall include the following:

## Buildings within the Clifton Forge Rail Yard as identified in the drawing



Optional Request would be a bid option for the removal of the Round Table Facility. This would be considered Bid Option 1 and would need to be listed separately from the other facilities.

- 20. Project Objectives / Goals remove** all of the abandon rail buildings within the Clifton Forge Rail Yard. Excess brick not recycled, will be stockpiled on site for possible reuse as fill material for the pits within the buildings that are demolished or made available to the town for resale. We would like the proposer to consider use of re-cycling of reclaimed materials to offset the overall cost of this project.

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

Producer: COMPANIES AFFORDING COVERAGE

- (A)
- (B)
- (C)
- (D)
- (E)

Insured:

COVERAGES:

CO LTR	TYPE OF INSURANCE	POLICY NUMBER  (MM/DD/YY)	POLICY EFFECTIVE LIMITS (MM/DD/YY)	POLICY EXPIRATION
Commercial General Liability				\$500,000 each person \$2,000,000 aggregate \$1,000,000 Project aggregate
Comprehensive Automobile Liability				\$500,000 each person \$500,000 each occurrence
Umbrella or Excess Liability				\$1,000,000 Aggregate
Workers' Compensation and				Statutory
<b>Employers Liability</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

CERTIFICATE HOLDER NAMED AS A NAMED  
INSURED:

Town of Clifton Forge  
547 Main Street  
Clifton Forge, VA 24422

CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.

AUTHORIZED REPRESENTATIVE:

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**Note: The expiration date of the policy should be after the completion of the project or event, as applicable. Note: Thirty (30) day cancellation notice required**

