



**County of Dinwiddie
P.O. Drawer 70
Dinwiddie, VA 23841
(804) 469-4500 ph
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Invitation For Bids – IFB-12-111812

**HEATING VENTILATION & AIR CONDITIONING (HVAC) SYSTEMS
MAINTENANCE AND REPAIRS
ANNUAL CONTRACT**

This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by references as a part of this notice.

Contact Information:

Questions concerning sealed bids should be in writing addressed to

Anne Howerton
County of Dinwiddie

14016 Boydton Plank Road
P O Drawer 70
Dinwiddie VA 23841

(804) 469-4500 Fax (804) 469-4503

or

E-Mail: ahowerton@dinwiddieva.us

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1. PURPOSE

Invitation For Bids Prepared By:

Invitation For Bids Number:

Anne Howerton
Division Chief, Finance and General Services

IFB-12-111812

Release date: November 18, 2012

Sealed bids from qualified Bidders only, subject to the specifications and conditions contained herein and attached hereto, shall be received at the Dinwiddie County Pamplin Administration Building, 14016 Boydton Plank Road, Dinwiddie, Virginia 23841 until, but no later than Thursday, December 6, 2012, at 3:00 p.m. Local Time Prevailing and then publicly opened and read aloud for:

PURPOSE

The purpose of this Invitation For Bids is to solicit sealed bids to establish a service agreement/contract with one or more fully qualified Contractors to provide maintenance and repairs of heating ventilation and air conditioning systems in Dinwiddie County buildings, for a term of one (1) year with optional annual renewals by the County for up to four (4) additional years.

If you are an individual with a disability and require a reasonable accommodation, please notify Anne Howerton at (804) 469-4500, at least three working days prior to the date due.

To be considered, your bid must be submitted on a copy of this Invitation For Bids. Bidders shall sign the form in the space provided on the Bid, Certification, and Signature Sheet (Section 9) and return bid documents to: County of Dinwiddie, Virginia, Attn: Anne Howerton, Division Chief of Finance and General Services, 14016 Boydton Plank Road, P O Drawer 70, Dinwiddie VA 23841. **Mark outside of your envelope with Invitation For Bids IFB 12-111812 and opening date of bid (December 6, 2012).**

Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail, orally, or by telephone.

TIME IS OF THE ESSENCE and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined solely by the County of Dinwiddie.

Nothing herein is intended to exclude any qualified responsible vendor, his/her product or service, or in any way restrain, or restrict competition. On the contrary, all responsible qualified vendors are encouraged to bid and their bids are solicited.

Bid prices shall be F.O.B. to destination, unless otherwise noted.

Unless otherwise agreed to at the time of award, payment terms are Net 30.

2. MANDATORY PRE-BID CONFERENCE AND BID PACKAGE

2.1. Mandatory Pre-Bid Conference/Inspection

Bidders shall attend a mandatory pre-bid conference/site visit to begin at **10:00 am on Tuesday, November 27, 2012** at the Dinwiddie County, Pamplin Administration Building Conference Room, 14016 Boydton Plank Road, Dinwiddie, VA 23841. The purpose of this conference is to acquaint the Bidders with conditions associated with the work required in this IFB, to allow potential Bidders an opportunity to present questions or comments, obtain clarification relative to any facet of this solicitation and ensure Bidders have a clear understanding of the specifications/scope of work and requirements of this solicitation. Bidders will be escorted on site visits to inspect the Dinwiddie County Buildings and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance. Bidders will not be relieved from taking all responsibility for properly estimating the work to be performed and the cost of performing the required work and services because of failure to become acquainted with the services required to be performed. **Note: This will be the only time Bidders will be able to visit the sites prior to the due date for bids.**

Dinwiddie County assumes no responsibility for any conclusions or interpretations made by the Bidders based on the information made available. Dinwiddie County does not assume responsibility for any understandings reached or representations made by any of its officers or agents concerning conditions, which can affect the work done before the execution of a contract, unless that understanding or representation is expressly stated in the contract.

Non-attendance shall preclude any individual or firm from submitting a bid for this project. Any firm submitting a bid without attending this conference shall be deemed non-responsive.

Bring a copy of the solicitation with you. Copies of the solicitation including the specifications will not be available at this meeting. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

3. GENERAL SPECIFICATIONS

3.1. Background

Dinwiddie County is a rural jurisdiction located in south central Virginia.

3.2. Scope of Work

The successful Bidder, hereinafter the "Contractor", shall furnish all parts, materials, labor, test equipment, tools, programming material, goods, equipment, services, resources, supervision, and all related items required to provide for the effective and economical operation of HVAC systems including but not limited to (1) preventive maintenance and repair, (2) emergency services, and (3) air filter service (4 changes per year for all filters). More details on the services required for this IFB are included in Appendix A.

See **Appendix A** for Detailed Scope of Work

See **Appendix B** for Location and Equipment List

3.3. Labor/Materials

Bidders shall include in their prices, all materials, labor, delivery, overhead, profit, administrative costs, insurance, vehicle mileage, union pension funds, workmen's compensation, unemployment insurance, social security, etc., in their per unit price bid. NO ADDITIONAL COSTS WILL BE ALLOWED.

3.4. Requirements/Qualifications

3.4.1. Required Skills and Licenses

The resulting contract will require that the Contractor maintain the following licensure:

- Class A Contractors License in a sub-classifications in HVAC by the Virginia Department of Professional and Occupational Regulations
- Dinwiddie County Business License

3.4.2. Qualifications

Evidence of satisfactory performance on projects of similar size and complexity and evidence of ability to perform within the scheduled contract time will be a pre-requisite for award of contract.

Contractor shall provide a Project List of at least three (3) similar projects completed fully by the Contractor in which such services were provided. Provide such list with your bid, giving details for each, which your organization has completed in the last five years. Bidders are strongly encouraged to provide details including the size and dollar value for each project – but at a minimum are required to provide summary details for each project, as well as the name, address, and phone number, for the Owner's contact or representative as a reference (See Section 10.4).

Maintenance Technician Qualifications: The Contractor shall employ sufficiently qualified technicians. The technicians shall be qualified to service the equipment type under contract. Resumes of proposed technicians shall be included with the bid response. Resumes shall clearly indicate the technician's length of experience and appropriate factory certification (for equipment associates with this contract).

4. TERM OF CONTRACT

The term of this contract shall be from date of award through December 31, 2013. The County reserves the right to renew the contract for up to four (4) additional one-year periods under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Written notice of the County's intention to renew or not shall be given approximately ninety (90) days prior to the expiration date of each contract period.

5. GENERAL TERMS AND CONDITIONS

5.1. Precedence of Terms

The General Terms and Conditions, APPLICABLE LAWS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, ANTITRUST, CLARIFICATION OF TERMS, and PAYMENT shall apply in all

instances. In the event there is a conflict between any of the General Terms and Conditions, Special Terms and Conditions, and any Additional Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

5.2. Laws, Regulations, Licenses and Courts

- 5.2.1. The Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
- 5.2.2. This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, *Code of Virginia*, relating to labor unions and the “right to work.” The Contractor and its subcontractors, whether residents or nonresidents of the Commonwealth of Virginia, who perform any work related to the project shall comply with all of the said provisions.
- 5.2.3. All bids submitted shall have included in their prices the cost of any business and professional licenses, or fees required by the County of Dinwiddie, the Commonwealth of Virginia, and/or the federal government. Permits for County projects are provided at no cost to the Contractor.
- 5.2.4. This solicitation and any resulting contract(s) shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the County of Dinwiddie, Virginia. The County and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

5.3. Anti-Discrimination

A Bidder 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 Bidder 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.

The County does not discriminate against faith-based organizations. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that

contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

By submitting their bids, Bidders certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act* (VPPA).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of the contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there 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 of this nondiscrimination clause.
 - b. 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.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

5.4. Ethics in Public Contracting

By submitting their bids, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

5.5. Drug-Free Workplace

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

5.6. Immigration Reform and Control Act of 1986

By submitting their bids, Bidders certify that they do not and will not during the performance of this contract knowingly employ unauthorized workers as defined in or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

5.7. Debarment Status

By submitting its bid, the Bidder certifies that it is not currently debarred from submitting proposals or bids on contracts by any agency of the Commonwealth of Virginia, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia.

5.8. Antitrust

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the County 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 County, relating to the particular goods or services purchased or acquired by the County under said contract.

5.9. Authorization to Transact Business in the Commonwealth

In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal 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 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. Any Bidder or Offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to chapter 2.2-4311.2 of the Code of Virginia shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

5.10. Contractor Advertising

In the event a contract is awarded for supplies, equipment, or services resulting from this Invitation For Bid, no indication of such sales or services to the County will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the County of Dinwiddie or any agency or institution of the County has purchased or uses its products or services, without written consent of the County.

5.11. Default

It shall be the Contractor's responsibility to make sure that all work is adequately completed as required. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after five (5) days have passed from the date of delivery of written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

5.12. Claims

Disputes and claims arising under this agreement shall be processed pursuant to Virginia Code Section 2.2-4363(C). The County shall give its final decision on any claim of the Contractor within ninety (90) days of the date the claim is submitted to the County's chief administrative officer or his designee.

5.13. Indemnification

Contractor agrees to indemnify, defend and hold harmless the County of Dinwiddie, Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the County or to failure of the County to use the materials, goods, infrastructure or equipment in the manner already and permanently described by the Contractor on the materials, goods, infrastructure or equipment delivered.

5.14. Audit

The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment from the County, or until audited by the County, whichever is sooner. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including successful bidder's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit

slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Contractor's working hours. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

County personnel may perform in-progress and post-audits of the Contractor's records as a result of a contract awarded pursuant to this Invitation For Bids.

5.15. Taxes

Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Contractor shall, without additional expense to the County, pay all applicable federal, state, and local taxes, fees, and assessments except the taxes, fees, and assessments on the real property comprising the site of the project.

5.16. Patents

The Contractor shall obtain all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees. The Contractor shall hold and save the County, its officers, agents, and employees, harmless from any loss or liability for or on account of the infringement of any patent or intellectual property rights in connection with any invention, process, technique, article or appliance manufactured or used in the performance of the contract, including its use by the County, unless such invention, process, technique, article, or appliance is specifically named in the specifications or drawings as acceptable for use in carrying out the work. If, before using any invention, process, technique, article, or appliance specifically named in the specifications or drawings as acceptable for use in carrying out the work, the Contractor has or acquires information that the same is covered by letters of patent making it necessary to secure the permission of the patentee, or other, for the use of the same, he shall promptly advise the County. The County may direct that some other invention, process, technique, article, or appliance be used. Should the Contractor have reason to believe that the invention, process, technique, article, or appliance so specified is an infringement of a patent, and fail to inform the County, he shall be responsible for any loss due to the infringement.

5.17. Use of Brand Names

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive.

Unless the bidder clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation. The County's decision of approval or disapproval of a proposed substitution shall be final.

5.18. Proprietary Information

Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted by a Bidder, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (FOIA) (2.2-3700 et seq.); however, the Bidder or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Failure to comply with these steps shall result in loss of the Bidder's or Contractor's FOIA exemption.

5.19. Additional Users/Cooperative Procurement

This procurement is being conducted under the provisions of Section 2.2-4304 of the Virginia Public Procurement Act (VPPA), "Cooperative Procurement". As stated, a public body may purchase from another public body's contract even if it did not participate in the Request For Proposals (RFP) or Invitation for Bids (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies.

6. **ADDITIONAL TERMS AND CONDITIONS**

6.1. Definitions

Whenever used in this solicitation or in the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof:

6.1.1. **Bidder:** One who submits a response to this Invitation For Bids (IFB).

6.1.2. **County:** The term "County" shall mean the County which is the County of Dinwiddie, Virginia through the governing Body, the Board, the Building Committee or other agent with authority to execute the contract for the County involved. The County's agent is the official with the authority to sign the contract on behalf of the County. The County of Dinwiddie, Virginia, i.e., an agency, institution, or department, with whom the Contractor has entered into a contract and for whom the work or services is to be provided.

6.1.3. **Construction:** As used in these documents shall include new construction, reconstruction, renovation, restoration, major repair, demolition and all similar work upon buildings, ancillary facilities, and equipment owned or to be acquired by the County and any site work, draining, dredging, excavation, grading, infrastructure, or similar work upon real property.

6.1.4. **Contractor:** The person, firm or corporation with whom the County has entered into a contractual agreement and includes the plural number and the feminine gender when such are named in the contract as the Contractor.

- 6.1.5. **Defective:** An adjective which when modifying the word work, refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspections, standard, test, or approval referred to in the Contract Documents, or has been damaged prior to final payment.
- 6.1.6. **Emergency:** Any unforeseen combination of circumstances or a resulting state that poses imminent danger to health, life, or property.
- 6.1.7. **Final Acceptance:** The County's acceptance of the project from the Contractor upon confirmation from the Contractor that the project is totally complete in accordance with the contract requirements and that all defects have been eliminated. Final acceptance is confirmed by the making of final payment of the contract amount including any change orders or adjustment thereto.
- 6.1.8. **Notice:** All written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with the contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm or corporation constituting the party to the contract, or to his, their or its authorized agent, representative or officer, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mailbox
- 6.1.9. **Notice to Proceed:** A written notice given by the County to the Contractor fixing the date on which the contract time will commence for the Contractor to begin the prosecution of the work in accordance with the requirements of the Contract Documents.
- 6.1.10. **Provide:** Shall mean furnish and install ready for its intended use.
- 6.1.11. **Project Inspector:** One or more individuals employed by the owner to inspect the work and/or to act as clerk of the works to the extent required by the owner. The owner shall notify the contractor in writing of the appointment of such project inspector(s).
- 6.1.12. **Subcontractor:** An individual, partnership or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of the work. It includes one who provides on-site labor but does not include one who only furnishes or supplies materials for the project.
- 6.1.13. **Supplier:** A manufacturer, fabricator, distributor, materialman, or vendor who provides material for the project but does not provide on-site labor.
- 6.1.14. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which are or have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products,

telephone, or other communications, cable television, sewage and drainage removal, traffic, or other control systems or water.

6.1.15. **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

6.2. Prime Contractor(s) Responsibilities

6.2.1. The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

6.2.2. The Contractor shall have a competent foreman or superintendent, satisfactory to the County, on the job site at all times during the progress of the work. The Contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures for coordinating all portions of the work under the contract except where otherwise specified in the Contract Documents, and for all safety and worker health programs and practices. The Contractor shall notify the County, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.

6.2.3. The Contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, the subcontractors, the County or the County's separate contractors and their subcontractors.

6.2.4. The County may, in writing, require the Contractor to remove from the work any employee the County deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.

6.3. Access to Work

The County, project managers/administrators, inspectors, and other testing personnel, and inspectors from any other appropriate agency as necessary shall have access to all of the work at all times. The Contractor shall facilitate such access and inspection.

6.4. Availability of Materials

If material specified in the Contract Documents is not available on the present market, alternate materials may be proposed by the Contractor for approval of the County. The County must issue a written authorization, signed by both parties, for the use of such alternate materials.

6.5. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The Contractor warrants that he has clear title to all materials and supplies which he uses in the work or for which he accepts payment in whole or in part.

The goods and/or services delivered as a result of this bid shall remain the property of the seller until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice in writing to the seller and return goods to seller at the seller's expense. If the seller refuses the return of the goods and/or services, the Contractor shall reimburse the County for the entire price of the goods and/or services.

6.6. Delivery and Storage

It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving, storing and security of materials during construction/installation. The County will not assume any responsibility for receiving these shipments. Contractor shall check with the County regarding storage location and make necessary arrangements for storage space and security during construction/completion of work.

6.7. Testing and Inspection

The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. All products and services provided shall be in compliance/ accordance with all applicable federal, state and local laws, rules and regulations. If seasonal limitations prevent performance of any required testing of the product, the warranty period for such equipment shall begin after the tests have been successfully performed.

6.8. Guarantee of Work - Warranty of Materials and Workmanship

6.8.1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, installation or workmanship for one (1) year from the date of final acceptance. . Should any defect be noted by the County, the County will notify the Contractor of such defect or non-conformance. Notification will state either (1) that the Contractor shall replace or correct the deficiency, or (2) the County does not require replacement or correction, but an equitable adjustment to the contract price will be determined by the County and shall be binding upon the Contractor. If the Contractor is required to correct or replace the deficiency, it shall be at no cost to the County and shall be subject to all provisions of this clause to the same extent as materials/work initially delivered/completed. If the Contractor fails or refuses to replace or correct the deficiency, the County may have the materials/work corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price as determined by the County.

6.8.2. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in

accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with Contract Documents and shall be performed by persons qualified at their respective trades.

- 6.8.3. Work not conforming to these warranties shall be considered defective.
- 6.8.4. This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations in this contract.
- 6.8.5. If, within the guarantee period, defects are noticed by the County which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of the County rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms of the contract, then the Contractor shall, promptly upon receipt of notice from the County, such notice being given not more than two weeks after the guarantee period expires, and without expense to the County:
- (1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein;
 - (2) Make good all damage to the structure, site, equipment, or contents thereof, which is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contracts; and
 - (3) Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.
- 6.8.6. In any case, where in fulfilling the requirements of the contract or any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under contract, he shall restore such work to a condition satisfactory to the County and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- 6.8.7. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the County may have the defects corrected and the Contractor and his surety shall be liable for all expense incurred.
- 6.8.8. All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the contract shall be subject to the term of this section during the first year of the life of such special guarantee.
- 6.8.9. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including but not limited to, liability for defective work under this Warranty of Materials and Workmanship section of these Additional Terms and Conditions. This paragraph relates only to the specific obligation of the Contractor contained in this
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section to correct the work and does not limit the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor of the time within which proceedings may be commenced to establish the Contractor's liability with respect to his other obligations under this contract.

6.8.10. In the event the work of the Contractor is to be modified by another contractor, either before or after the final inspection, the first Contractor shall remain responsible in all respects under the guarantee of work and under any other warranties provided in the contract or by law. However, the Contractor shall not be responsible for any defects in material or workmanship introduced by the contractor modifying its work. Both the first Contractor and the contractor making the modifications shall each be responsible solely for the work done by each. The contractor modifying the earlier work shall be responsible for any damage to or defect introduced into the work which he is modifying. If any contractor shall claim that another contractor has introduced defects of materials and/or workmanship into the work of the first, it shall be the burden of the contractor making the claim to clearly demonstrate the nature and extent of such introduced defects and the responsibility of the other contractor. Any contractor modifying the work of another shall have the same burden if he asserts defects to have been caused by the contractor whose work he is modifying.

6.9. Insurance

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Bidder further certifies that the Contractor and any subcontractors will maintain their insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "County of Dinwiddie, VA, its Officers, agents, and employees" shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by

County's insurers. The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.

4. Automobile Liability - \$1,000,000 per occurrence.
5. Umbrella Liability - \$1,000,000 per occurrence.

FAILURE TO COMPLY WITH THE ABOVE INSURANCE REQUIREMENTS WILL BE CONSIDERED GROUNDS FOR CANCELLATION OF CONTRACT.

6.10. Protection of Persons and Property

- 6.10.1. The contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.
- 6.10.2. The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- 6.10.3. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.
- 6.10.4. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.
- 6.10.5. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the contractor on account of any such emergency work shall be determined by the County.

6.11. Assignment of Contract

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.

6.12. Changes to the Contract

Changes can be made to the contract in any of the following ways:

1. The contract can be modified with the written consent of both parties. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by both parties as a part of their written agreement to modify the scope of the contract.
2. The County may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the County's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this Section 5.11(2) must be asserted by written notice to the other party within thirty (30) days from the date of receipt of the written order from the County. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

6.13. Contractor's Right to Stop Work or Terminate the Contract

If the work should be stopped under any order of any court or other public authority for a period of ninety (90) days through no fault of the Contractor or of anyone employed by him, or if the County should fail to pay to the Contractor within thirty (30) days of a required payment date when no dispute exists as to the sum, then the Contractor may, upon ten (10) calendar days

written notice to the County, stop work or terminate the contract and recover from the County payment for the cost of the work actually performed, together with overhead and profit thereon, but profit shall be recovered only to the extent that the Contractor can demonstrate that he would have had profit on the entire contract if he had completed the work. The Contractor may not receive profit or any other type of compensation for parts of the work not performed. The Contractor may recover the cost of physically closing down the job site, but no other costs of termination. The County may offset any claims it may have against the Contractor against the amounts due to the Contractor. In no event shall termination of the contract by the Contractor terminate the obligations of the Contractor's surety on its payment and performance bonds.

6.14. County's Right to Terminate the Contract for Cause

6.14.1. If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the County may terminate the contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the County, or otherwise be guilty of a substantial violation of any provision of the contract, then the County may terminate the contract. The County retains the sole discretion to determine any violation of this section.

6.14.2. Prior to termination of the contract, the County shall give the Contractor and his surety ten (10) calendar days written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the County within said ten (10) days, the County may rescind his notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the County may postpone the effective date of the termination notice, at his sole discretion, if he should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner which the County finds acceptable. If at any time more than ten (10) days after the notice of termination, the County determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the County may immediately terminate the contract for cause by giving written notice to the Contractor and its surety. This decision shall be final and not subject to an appeal to any court of law or equity. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.

6.14.3. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

6.14.4. Upon termination of the contract, the County may take possession of the work and finish the work by whatever method the County may deem expedient. In such case the Contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the County, together with any other expenses of terminating the contract and having it completed by others.

6.14.5. Termination of the contract under this section is without prejudice to any other right or remedy of the County.

6.15. Termination by County for Convenience

6.15.1. County may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as County elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as County may require to assign to the County the Contractor's interest in all subcontracts and purchase orders designated by County. After all such steps have been taken to County's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:

- (1) All amounts then otherwise due under the terms of this contract as of the latest Request for Payment,
- (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination, and
- (3) Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the foregoing, County shall have no further obligations to the Contractor of any nature.

6.15.2. In no event shall termination for the convenience of the County terminate the obligations of the Contractor's surety on its payment and performance bonds.

7. PREPARATION AND SUBMISSION OF BIDS

7.1. Bid Submissions Must Include the Following:

- Bid, Certification and Signature Sheet (Section 10). Bids must give the full business address of the Bidder and be signed by him/her with his/her usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the

signature and designation of the president, vice president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to the signature the word "President", "Vice President", "Secretary", "Agent" or other designation without disclosing the principal, may be held to be the bid of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

- References - pursuant to Section 3.4.2. and 10.4.
- Resumes – pursuant to Section 3.4.2.
- Signed Addenda, if applicable. Addenda, if any, shall be posted on the County's website at <http://www.dinwiddieva.us/purchasing> pursuant to Section 7.3.

FAILURE BY BIDDER TO PROVIDE THE ABOVE INFORMATION WITH THEIR BIDS SHALL RENDER THE BID NON-RESPONSIVE.

7.2. Identification of Bid Envelope

The signed bid must be returned in a separate envelope or package, sealed and identified as follows:

- Name and Address of Bidder
- Contractor's License Number
- Due Date - December 6, 2012, 3 p.m.
- IFB Number – IFB-12-111812
- IFB Title – Heating Ventilation & Air Conditioning (HVAC) Systems Maintenance and Repairs

The envelope should be addressed to:

Attn: Anne Howerton, Division Chief
Finance and General Services
County of Dinwiddie
14016 Boydton Plank Road
P.O. Drawer 70
Dinwiddie, VA 23841.

If a bid is not marked with the above information, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

All erasures, insertions, additions, and other changes made by the Bidder to the Bid Form shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in the bid, may be rejected by the County as being incomplete or nonresponsive.

7.3. Clarification of Terms

If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the Division Chief, Finance and General Services whose

name appears on the face of the solicitation **by e-mail no later than three working days before the due date.** Any revisions to the solicitation will be made only by written addendum issued by the Division Chief, Finance and General Services which shall be posted on the County's website at <http://www.dinwiddieva.us/purchasing>.

8. EVALUATION AND AWARD OF CONTRACTS

8.1. Bid Acceptance Period

Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

8.2. Bid Prices

Bids shall be in the form of unit prices and hourly rates. Bidder shall incorporate all overhead into their prices pursuant to Section 3.3.

8.3. Withdrawal or Modification of Bids

Prior to bid opening, bids may be withdrawn or modified by written notice received from Bidders prior to the deadline fixed for bid receipt. The withdrawal or modification may be made by the person signing the bid or by an individual(s) who is authorized by him/her on the face of the bid. Written modifications may be made on a separate document. Written modifications must be signed by the person making the modification or withdrawal.

NO BID SHALL BE ALTERED OR AMENDED AFTER THE SPECIFIED TIME FOR OPENING.

After the deadline fixed for bid receipt, a Bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid and which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. A Bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. If a bid contains both clerical and judgment mistakes, a Bidder may request withdrawal of his bid from consideration if the price of the bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid and which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. In order for work papers, documents and materials submitted with the notice of withdrawal to be deemed trade secret or proprietary information pursuant to Code of Virginia, subdivision F of Section 2.2-4342, a Bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

If the County denies the withdrawal of a bid, it shall notify the Bidder in writing stating the reasons for its decision and award the contract to such Bidder at the bid price(s), provided such Bidder is a qualified responsible and responsive bidder.

8.4. Receipt and Opening of Bids

8.4.1. It is the responsibility of the Bidder to assure that his/her bid is delivered to the place designated for receipt of bids and prior to the time set for receipt of bids. Bids received after the time designated for receipt of bids will not be considered or opened.

8.4.2. Bids will be opened at the time and place stated in the advertisement, and their contents made public for the information of Bidders and others interested who may be present either in person or by representative. The officer or agent of the County, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified.

8.4.3. The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of bids received.

8.4.4. In the event that the County of Dinwiddie offices are closed due to inclement weather and/or emergency situations prior to or at the time set aside for the published bid opening, the bid opening date will default to the next open business day at the same time.

8.5. Evaluation and Award Criteria

The right is reserved to make a separate award for a group of items or all items, and to make an award either in whole or in part, which is deemed in the best interest of the County. The award(s) will be made to the lowest responsive, responsible qualified bidder(s). Evaluation will be based on the grand total prices and hourly rates as provided on the Bid, Certification and Signature Sheet. In case of arithmetic errors, the unit price will govern. Discounts for prompt payment will not be considered in making awards. The County solely reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

8.6. Qualifications of Bidders

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

8.7. Negotiation with the Lowest Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible qualified Bidder to obtain a contract price within the funds available to the County whenever such low bid exceeds

the County's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the County for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low qualified Bidder may include both modifications of the bid price and the Scope of Work/ Specifications to be performed. The County shall initiate such negotiations by written notice to the lowest responsive, responsible qualified Bidder that its bid exceeds the available funds and that the County wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the County and the lowest responsive, responsible qualified Bidder.

8.8. Announcement of Award

Following the award of a contract(s) or decision to award a contract(s), the County will announce such award of a contract or decision to award a contract on the County's website at <http://www.dinwiddieva.us/purchasing>. Subject to the provisions of *Code of Virginia Section 2.2-4360*, any bidder who desires to protest the award of a contract(s) or decision to award a contract(s) shall submit such protest in writing to the attention of Anne Howerton, Division Chief, Finance and General Services, 14016 Boydton Plank Road, P. O. Drawer 70, Dinwiddie VA 23841 (ahowerton@dinwiddieva.us) no later than ten (10) days after the announcement of the award of a contract(s) or the decision to award a contract(s), whichever occurs first. Such protest shall be clearly identified as a protest and shall include the basis for the protest and the relief sought.

UPON NOTICE OF CONTRACT AWARD OR INTENT TO AWARD, THE SUCCESSFUL BIDDER MUST PROVIDE THE FOLLOWING TO COUNTY WITHIN TEN (10) DAYS:

- Proof of insurance, as required in Section 6.9

FAILURE TO PROVIDE THESE ITEMS WITHIN TEN (10) DAYS WILL BE CONSIDERED GROUNDS FOR CANCELLATION OF CONTRACT

8.9. Contract Documents

The contract entered into by the parties shall consist of the Invitation for Bids, the bid submitted by the Contractor; General Terms and Conditions, the Additional Terms and Conditions; the specifications; the scope of work; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the Contract Documents.

All time limits stated in the Contract Documents, including but not limited to the time for completion of the work, are of the essence of the contract.

Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other Contract Documents shall have the intended effect.

8.10. Delivery/Performance Date

Work shall begin within ten (10) calendar days from the date on the Notice to Proceed. Annual Maintenance for all County Buildings shall be scheduled and remain for a consistent schedule each year of the contract. Repairs shall be on an as needed basis.

8.11. Final Inspection

After completion of the work but prior to acceptance by the County, the County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications, prior to acceptance of the work and prior to final payment for goods and services.

9. PAYMENTS

9.1. Payment

Payment will be made within thirty (30) days after receipt of accurate invoice or receipt of completed service(s), whichever occurs later, unless otherwise agreed to at the time of award. Invoices must reference the purchase order/contract number and detail list of services performed.

All invoices shall be sent to: Accounts Payable, County of Dinwiddie, P.O. Drawer 70, Dinwiddie, VA 23841 or emailed to accounting@dinwiddieva.us.

No payment will be made by County to subcontractors, if any. The Contractor shall be fully responsible for payments to subcontractors, if any, and for all invoicing to the County.

9.1.1. TO PRIME CONTRACTOR(S)

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Accounts Payable address shown on the purchase order/contract. All invoices shall show the County contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations) and shall include all documentation as required in Section 9.1.
 - b. Unless otherwise specified, any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after correct invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
1. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and

challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month (*Code of Virginia*, § 2.2-4354).

9.1.2. TO SUBCONTRACTORS

- a. Any Contractor awarded a contract under this solicitation is hereby obligated to take one of the two following actions within seven (7) days after Contractor's receipt of payment from the County for work performed by the subcontractor(s) under the contract:
 - (1) To pay the subcontractor(s) for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor(s) under that contract; or
 - (2) To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

9.2. Extra Charges Not Allowed

The Lump Sum Total Base Bid shall be for completion of requested services, ready for the County's and the public's use, and shall include all applicable labor, supervision, equipment, installation tools, materials, permits, inspection fees, freight, delivery, travel, mileage, insurance, bonds, expenses, overhead, profit, discount and all else necessary as specified herein; extra charges will not be allowed unless specifically approved in writing by County.

9.3. Availability of Funds

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement, and the agreement will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board of Supervisors to

appropriate adequate funds for the terms of this Contract shall result in the immediate cancellation of this Contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.

10. BID, CERTIFICATION AND SIGNATURE SHEET

10.1. UNIT PRICE

The successful Bidder, hereinafter the “Contractor”, shall furnish all parts, materials, labor, test equipment, tools, programming material, goods, equipment, services, resources, supervision, and all related items required to provide for the effective and economical operation of HVAC systems including but not limited to (1) preventive maintenance and repair, (2) emergency services, and (3) air filter service (4 changes per year for all filters), for the County of Dinwiddie, Virginia, as specified in the specifications and terms and conditions herein.

Item #	Building	Total
1	Courthouse	\$
2	Pamplin Administration Building	\$
3	Treasurer’s Office	\$
GRAND TOTAL (Items 1-3)		\$
4	Historic Courthouse	\$
GRAND TOTAL (Item 4 only)		\$
5	Social Services	\$
6	IT Trailer (behind Pamplin Building)	\$
7	Jail/Sheriff’s Office	\$
8	Library	\$
9	Eastside Enhancement Center	\$
10	Rohoic Gym	\$
11	Rohoic Trailers	\$
12	Sports Complex	\$
13	DEMS Building	\$
14	Dinwiddie Vol Fire Dept	\$
15	Ford Vol Fire Dept	\$

16	McKenney Vol Fire Dept	\$
17	Namozine Vol Fire Dept	\$
18	Old Hickory Vol Fire Dept	\$
19	Public Safety Tower Site – DeWitt	\$
20	Public Safety Tower Site – Dinwiddie	\$
21	Public Safety Tower Site - Wheeler’s Pond Road	\$
22	Public Safety Tower Site – Weakly Road	\$
GRAND TOTAL (Items 5-22)		\$
23	Hourly Rate for Repairs during business hours (Mon-Fri, 8:30 am – 5:00 pm)	\$
24	Hourly Rate for Repairs during weekends, holidays and after hours	\$

10.2. TERMS AND SIGNATURE

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same material, equipment or services, and is in all respects fair and without collusion or fraud. I understand collusive bidding 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 abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder.

Signature: _____

Date: _____

Name (type or print): _____

Official Title: _____

Company Name: _____

FIN or SSN: _____

Address: _____

Telephone: _____

E-Mail: _____

Fax: _____

10.3. KEY PERSONNEL

In the space provided below, Bidders shall identify the key person who will be assigned to provide contract administration. This individual shall be available during normal business hours.

Name: _____ Title: _____

List Qualifications and Experience: _____

Phone Numbers: Office _____ Mobile _____

Facsimile (FAX) Number: _____ E-mail Address: _____

10.4. REFERENCES

Bidders shall supply three (3) references that list a brief description of the same type of work and requirements for area(s) of similar size or larger, satisfactorily completed with dates of continuous service or contract period, location, names, addresses, and phone numbers of Owners. Bidders shall only indicate references they have worked within the past five (5) years.

Reference #1

Name of County, City, Agency or Firm: _____

Address: _____

Contact with Title: _____ Telephone: _____

Types of services provided: _____

Contract Dates: From _____ To _____

Reference #2

Name of County, City, Agency or Firm: _____

Address: _____

Contact with Title: _____ Telephone: _____

Types of services provided: _____

Contract Dates: From _____ To _____

Reference #3

Name of County, City, Agency or Firm: _____

Address: _____

Contact with Title: _____ Telephone: _____

Types of services provided: _____

Contract Dates: From _____ To _____

Virginia State Corporation Commission (SCC) registration information. The bidder:

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

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

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

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

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

APPENDIX A – Detail Scope of Work

1. **GENERAL REQUIREMENTS:**

The Contractor shall provide maintenance services on equipment relating to the heating, ventilation, and air conditioning within the facilities listed in Section 10.1 of the IFB.

- a. The Contractor shall perform all work in accordance with the scope of work and terms and conditions as outlined in this IFB.
- b. To ensure that the County receives the services required by this IFB, the Contractor shall implement a performance management system that provides the minimum service performance information as defined in Section 8 below, "Performance Management System".
- c. Contractor shall be licensed in the Commonwealth of Virginia and meet the requirements set forth in Section 3.4 of the IFB.
- d. Contractor shall meet all requirements under Section 2 "Service Qualifications" below.

Work Hours: The buildings shall remain occupied during normal business hours, which are 8:30AM to 5:00 PM. Monday thru Friday, except during County holidays. County shall allow the Contractor to perform their scheduled maintenance work during these normal business hours and anticipates some minor disruptions; however, major disruptive activities must be performed during off hours such as nights and/or weekend. The Contractor shall bear the cost of off hours work for any scheduled maintenance work.

The Contractor shall contact Dinwiddie Public Works 24 hours prior to commencing any work. County personnel must accompany the Contractor on all scheduled tasks.

The Contractor shall respond to all service requests regardless of weather conditions (snow, ice, etc.). The County will provide reasonable means of access to all equipment covered by the resulting contract. The Contractor shall be free to start and stop all primary equipment incidental to the operation of the systems as arranged with County representatives.

Inspection for damage: Prior to the commencement of work, County and Contractor shall perform a site walkthrough and make note of all preexisting damaged finishes and furnishings. At the conclusion of the contract period, a similar walkthrough shall be performed and the Contractor will be responsible for the repair or replacement of damaged finishes or furnishings as a result of work.

Contractor shall start-up, check out and demonstrate to the County's satisfaction that all work has been completed in accordance with the terms and conditions of the contract and that the system is fully operational and in compliance with all local, state, and federal codes and permits. Any deficiencies shall be promptly reported and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

2. SERVICE QUALIFICATIONS:

- a. Maintenance Technician's Qualifications: The Contractor shall employ sufficiently qualified technicians who can arrive on the site within the specified time period. The service technicians assigned to maintain the systems shall be qualified to service the equipment type under contract. Resumes of proposed technicians shall be included with the response to this IFB as required in Section 3.4.2. of the IFB. Resumes shall clearly indicate the technician's length of experience and appropriate factory certifications (for equipment associated with this contract).
- b. Preventive Maintenance Scheduling: The Contractor shall schedule preventive maintenance tasks and such schedule shall be approved by the County. **County personnel must accompany the Contractor on all scheduled tasks.** County approved work orders must be transmitted to service technicians to facilitate timely and accurate tasking. To ensure a uniform and detailed method of defining preventive maintenance tasks, all preventive maintenance tasks approved by the County shall be scheduled based on the manufacturers' maintenance recommendations and, if possible, based on no less than ten years of maintenance experience.
- c. Inventory and Test Equipment: To ensure timely availability in emergency situations, the Contractor shall maintain or have access to an adequate inventory of standard new replacement parts for common components in the County's systems under contract within 24 hours, and will demonstrate that they own the proper tools and test equipment to maintain all the systems and equipment under contract. For mechanical equipment, the Contractor must own and be able to document the use on other contracts the following tools and test equipment; combustion efficiency test equipment, infrared scanner, water treatment chemical drop test kit, conductivity tester, refrigeration oil test kit, electronic refrigeration leak detector, velometer, amprobe, refrigeration recovery equipment.
- d. Licensing: The Contractor shall be a fully licensed Contractor, licensed to do business in the Commonwealth of Virginia with a sub-classifications in HVAC, in accordance with Section 3.4.1. of the IFB. This license/these licenses must remain valid throughout the term of this agreement.
- e. Fault Detection & Diagnostic Technology Tool (FDDTT) **for the Pamplin Administration Building and Courthouse Only:** All mechanics shall be equipped with a tool, which they have been trained to use, for reducing electrical power demand and energy consumption on packaged and split system HVAC units as an effective and reliable way to achieve, maintain and assure design efficiencies-thus minimizing electrical usage by installed equipment. The FDDTT must instantly record and display the energy efficiency index and capacity efficiency index of HVAC units; identify additional energy savings opportunities and provide objective documentation of the benefits. The FDDTT must automatically analyze performance and provide integrated fault detection and equipment diagnostics to determine system faults and suggest corrective action. The results of such diagnostics must be documented in report format and shall be provided to the County. The FDDTT must automatically measure and record critical pressures and temperatures of the commercial HVAC air conditioning system, calculate critical performance parameters and advise if performance parameters are outside of desired limits. There must be streamlined process for electronic record and performance management. The FDDTT must retain data for

further analysis. The Contractor must be able to use the FDDTT at the beginning of the contract to show current status of equipment and repeat yearly to show progress.

3. MAINTENANCE OF EXISTING HVAC SYSTEMS):

Preventative maintenance, control equipment repair and replacement liability (where applicable), emergency service, and air filter service (4 changes per year for all filters) for buildings systems.

HVAC Equipment to be Covered:

- Heating Systems – Boilers, burners, furnaces, pumps, cleaning of heating coils, water strainers, duct heaters, heat exchangers, humidifiers etc.
- Cooling Systems – Air conditioning compressors, evaporative condensers, air cooled condensers, pumps, water chillers, cleaning of cooling coils etc.
- Air Handling Units – Fans, motors, air filters, dampers, induction units, mixing boxes.
- Miscellaneous Equipment – Exhaust fans, direct expansion valves, magnetic starters, manual motor starters, pump and fan motor drives, belts, and refrigerant.
- Temperature Control Systems and components
- All HVAC equipment, installed as part of the contract resulting from this IFB, or installed by other contractors resulting from separate contracts entered into by the County, or installed by the County.

Equipment Not Included:

Maintenance services, including repair labor and parts replacement, for portions of the system and equipment that are non-maintainable or non-moving are not included as part of this specification. This shall include: foundations, structural supports, domestic water lines, plumbing, oil lines, gas lines, piping, oil storage tanks, air handling duct work, boiler shell, and tubes, unit cabinets, boiler trim and reflector material, cooling tower structures, etc.

The Contractor shall provide the County with a report of any work that is outside the scope of this specification that is in need of attention, and that may include such equipment as outlined above. The Contractor shall only complete work that is outside the scope if approved by the County, in writing, prior to commencement of the work.

This specification covers only that equipment associated with each building listed in Appendix B, and in the event the system is altered, changed, or if any equipment is added, then that portion shall be added or deleted as required and will be in accordance with this specification.

A. Services Included:

The general services listed below shall apply to the systems and equipment as described above. This preventive maintenance work shall be provided no less than four times per year, including start-up and shut down if applicable:

- Examining each piece of equipment and device to see that it is functioning properly and is in good operating condition.
- Cleaning all components of dust, old lubricants, etc. to allow the equipment to function as designed.

-
- Lubricating all equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.
 - Adjusting all linkages, motors, drives, etc. that have drifted from the initial design settings and positions.
 - Calibrating all sensing, monitoring, output, safety, and readout devices for proper ranges, settings, and optimum efficiencies.
 - Install and regularly change all filter media at a frequency dictated by dirt conditions generally accepted. Air filter replacement to include pre-filters, frame filters, fan coil filters, automatic roll type filters, and bag filters (as required)
 - Filter media (frame or roll type systems) with an average AFI gravimetric rating of not less than 70% efficiency.
 - Filter media shall be standard polyester fiber and will be bonded together preventing fiber shredding and blow through for maximum efficiency and will be of the fire retardant type of at least a Class 2 rating.
 - Roll media in varying widths, and in dry and tackified polyester or roll type filters.
 - Tearing down major pieces of equipment such as refrigeration compressors, water chillers, boilers etc. and overhauling periodically based on accumulated operating hours, building requirements, and/or as required to prevent breakdowns and to improve operational conditions.
 - Testing and cycling all equipment as a system after it has been cleaned, lubricated, adjusted and calibrated to assure that it operates to original design specifications.
 - Performing periodic vibration analysis of the equipment to be maintained. This analysis will be made on all equipment in excess of 1 HP and documented in a written or electronic report.
 - Performing spectrochemical analysis of refrigeration compressor oil to determine chemical concentration levels inclusive of the following tests
 - a. Total Acid
 - b. Viscosity
 - c. Water Content
 - d. Total Solids
 - Performing boiler flue gas analysis during heating season switch over with an Electric Flue Gas Analyzer to determine the proper energy efficiency of the boiler burner system to maximize efficiency documenting same in written report form.
 - This mechanical maintenance includes the use of a Fault Detection & Diagnostic Technology Tool (Pamplin Administration Building and Courthouse Only) to show potential energy savings and validate proper maintenance.
 - Using an infrared scanner for a site inspection at least semi-annually to evaluate the condition of all portions of mechanical system to include motors, pumps, chillers, boilers, motor starters and electrical panels for proper predictive/preventive maintenance.
 - This mechanical maintenance includes, at no additional cost to the County, all parts, labor, and materials necessary to make the repairs, as approved by the County, including:
 - Water circulating pumps as pertain to HVAC systems
 - Supply Fans
-

- Electric Motors
- Belts
- Electric Starters (all)
- Heating Coils; (cleaning only)
- Cooling Coils; (cleaning only)
- Belt Drives
- All water Strainers
- Air Filters
- Capacity System and Safety devices which control the equipment
- Air handling Units
- Boilers and Controls
- Compressors
- Air Cooled Condensers
- Packaged roof top units

B. Service and Maintenance Records:

- Contractor shall maintain complete and detailed service and maintenance records for each piece of equipment in a secure central database. This comprehensive list shall include equipment covered including make, model, serial number, capacity, and vendor information, plus a structured month by month preventative maintenance (PM) schedule for each piece of equipment.
- Such records shall be made available to County at any time.
- Such records shall be available to County and Contractor through multiple sorting criteria including individual piece of equipment showing PM order number(s), date(s) for current and future PM's, date/time of arrival and completion for each scheduled task, tasks performed by technicians including measurements and notes.
- Such records shall be available to each and every technician servicing any piece of equipment at any time
- Such records shall be secure and available to only County or Contractor personnel.
- Contractor shall have the ability to provide status of any current work order at any time.
- Contractor shall have the ability to provide verification of completed work order or PM form to County within one (1) day of the completion of that service or maintenance action. A paperless version is preferred but not required.
- Contractor shall have the ability to receive service requests 24/7/365.
- Contractor shall provide work orders that are legible and contain sufficient information about the work performed.
- Contractor shall have certified quality processes that ensure:
 - a. Equipment is serviced and work actions recorded in a uniform manner every time, regardless of the assigned technician.
 - b. Service requests and preventive maintenance activities are tracked to completion in a timely manner.
 - c. Information and data is properly and securely controlled

Contractor shall check/test existing equipment listed in Attachment B annually to determine if HVAC systems are operating as designed by the manufacturer/vendor.

4. EMERGENCY SERVICE:

Emergency service shall be provided 24 hours a day to minimize downtime and inconvenience. All major systems must be back on line and operating within eight (8) hours of notification of systems failure. All equipment repairs shall be approved by the County, prior to Contractor beginning work. The Contractor shall provide emergency service as a part of this agreement including:

- Emergency service shall be provided as needed, on a 24 hour basis, weekends and legal County holidays included.
- Service personnel shall arrive on-site within two (2) hours after notification of an emergency situation.
- Contractor shall provide two (2) local or toll free phone numbers. These phones must be answered by a person under the direct employment or supervision of the Contractor and the person must be trained on HVAC systems and their operation. An answering service is not sufficient.

All labor provided for emergency services pursuant to this Section 4 shall be paid at the hourly rates set forth in Section 10.1 of the IFB. All parts and materials provided for emergency services pursuant to this Section 4 shall be paid at the cost to the Contractor.

5. PARTS:

The Contractor shall include in their bid the cost of any parts and supplies necessary to maintain the mechanical systems and equipment as listed in Section 3.A. (including but not limited to belts, valve packing, lubricants, tools, paints, refrigerant, test instruments, meters. etc).

Any parts and materials falling outside the scope of the requirements of Section 3.A. shall be provided by the Contractor at cost to the Contractor. All replacement parts shall be with new parts. All labor for installing parts and materials falling outside the scope of the requirements of Section 3.A. shall be billed at the hourly rate set forth in Section 9.1 of the IFB.

The Contractor will not be held responsible for repairs necessitated by reason of negligence or misuse of the equipment by other than the Contractor or by reason of any other cause beyond the control of the Contractor, except ordinary wear and tear.

6. AUTOMATION CONTROL SYSTEMS MAINTENANCE (For Pamplin Administration Building and Courthouse Only):

A. Equipment:

Equipment to be maintained by Contractor includes computers, printers, controllers, software, routers, modems, interface modules, and other equipment related to the automation control system(s) currently installed and installed during the performance of this contract.

B. Services:

The Contractor shall perform:

- Examining and functionally evaluating each piece of equipment and related components to verify proper operation and functionality. Included in this process is the analysis as to efficient operation of the controlled equipment in such a manner as to maximize the operating efficiencies of County facilities.

-
- Cleaning all components of dust, old lubricants, etc. to allow the equipment to function as designed.
 - Performing data and application back-ups and preventive restoration functions so as to allow for timely restoration in the event of a system or key component (hard drive/controller etc.) catastrophic failure or crash.
 - Verification and adjustment of operating parameters as necessary to ensure sensing, monitoring, output, safety, and readout operations for proper ranges, settings, and optimum efficiencies.
 - Replacing/repairing the components, as approved by the County, at no additional cost to the County, in the event of component failure.
 - Testing and cycling all equipment as a system after it has been cleaned, adjusted, and calibrated, to see that it is in good operational condition and at optimum efficiency.
 - The Contractor shall provide a personal computer (PC) and software capable of interrogating the Andover automation system in the new Courthouse building and this PC shall remain on-site for the duration of the contract.
 - The Contractor shall provide a means to remotely “dial-up” the automation systems in the Pamplin Administration and new Courthouse building. This requirement shall allow for timely service diagnostics prior to the actual dispatch of a service technician.

C. Parts/Component replacement:

The Contractor shall repair or replace any worn, defective, or doubtful components, as approved by the County, that are part of the maintained systems at no additional cost to the County.

7. TEMPERATURE CONTROL MAINTENANCE:

A. General:

The Contractor shall service and maintain all existing temperature control system components associated with the equipment listed in Appendix B. Additional components installed by Contractor under the resulting contract or installed by others under separate contract shall be serviced and maintained by the Contractor

Each preventive maintenance call will be scheduled by computer prepared service report detailing exactly what it takes to perform, time of performance, skill level required, and special tools and instrumentation needed to maintain the system at optimum comfort and efficiency levels.

Maintenance intervals will be determined by equipment run time, application, location, and the Contractor’s computer data bank of maintenance experience and manufacturer’s specifications.

After each service call is completed and the electronic report acknowledged electronically by the County, the report will be re-entered in the service management system database to ensure closed loop performance control and continuous program updating.

B. Predictive Maintenance:

System analysis will be performed on equipment covered under this agreement to detect early signs of deteriorating performance and to predict potential equipment failures. After identifying potential problem areas, corrective action, as outlined in this specification will be taken.

C. Component Replacement:

The Contractor shall repair or replace any worn, defective, or doubtful components that are part of the maintained systems at no additional cost to the County. In order to maintain the standardization and integrity of the existing temperature control system, all controls must be replaced with current major control manufacturer replacement parts, or equal parts as approved by the County.

8. PERFORMANCE MANAGEMENT SYSTEM:

A. General:

The Contractor shall have a performance management system deployed to provide evidence to the county that the service requirements of this IFB are being met. The performance data shall be captured electronically and stored in an electronic data repository for the term of any contract resulting from this IFB. The Contractor shall provide the data repository offsite in a secured and conditioned environment and the electronic records shall be maintained on redundant servers to ensure reliability.

B. Service Performance Data:

The minimum information required to be captured and stored shall consist of the following:

- An inventory of all equipment under coverage of the contract resulting from this IFB.
- Records of every service order issued during the term of the contract. These records shall include customer initiated service requests and preventive maintenance requests.
- Each service record shall include the description of the request, date and time of the service request, name of the service mechanic assigned, date and time that the mechanic arrived at the site, resolution of the request with a description of the work performed and the date and time that the work was completed.
- The service response data including time stamps for receipt of service requests and completion of service requests shall be captured and available for viewing by the County.

C. Viewing of Service Performance Information:

County shall have access to the service performance information at all times. The service history shall be retrievable by individual building or by the type of service request (preventive maintenance, emergency service, etc). The County shall be able to view the service performance information to review the status of service requests that are in progress.

9. REPAIRS OF EXISTING EQUIPMENT, AS NEEDED:

Contractor may be required to provide repairs to existing HVAC equipment, as needed and as approved by the County, at the hourly rate provided under Section 10 of the IFB. Parts and materials associated with repairs shall be charged per Section 5.

APPENDIX B – Location and Equipment List

Location/Address	Qty	Manufacturer/Model number	Description
Courthouse 14008 Boydton Plank Road Dinwiddie, VA 23841	1	Carrier 30GT190610KA	Air cooled water chiller, 190 ton nominal, 6-30 ton compressors, 12 condenser fans
	2	Bell & Gossett (B&G)	Chilled water pumps, base mount, 15 hp each
	2	Patterson-Kelly N900-C	Hot water boilers, LP gas fired, 900000 BTU/hr each
	2	B&G	Primary hot water pumps, inline, 5 hp each
	2	B&G	Boiler hot water pumps, inline
	1	Carrier	Air handling unit AHU-1, 30 hp SAF
	1	Carrier	Return air fan for AHU-1, 10 hp, inline
	1	Carrier	Air handling unit AHU-2, 25 hp SAF
	1	Carrier	Return air fan for AHU-2, 7.5 hp, inline
	1	Carrier	Air handling unit AHU-3, 3 hp SAF
	1	Carrier	Return air fan for AHU-3, 2 hp, inline
	1	Carrier	Air handling unit AHU-4, 5 hp SAF
	1	Carrier	Return air fan for AHU-4, 2 hp, inline
	1	Carrier	Air handling unit AHU-5, 5 hp SAF
	1	Carrier	Air handling unit AHU-6, 3 hp SAF
	1	Carrier	Return air fan for AHU-6, 1.5 hp, inline
	1	Carrier	Air handling unit AHU-7, 2 hp SAF
	1	Carrier	Return air fan for AHU-7, 1 hp, inline
	72		Terminal boxes, with HW reheat
	1		Exhaust fan, 0.75 hp
	1		Exhaust fan, 3 hp
	6	B&G	Preheat coil HW circulator pumps, fractional hp
	1	Andover	Infinity Building Automation System
	1	Andover	CX9000 DDC Controller
	9	Andover	SCX920 DDC Controller, connected sensors and actuators
	72	Andover	TCX865 VAV terminal DDC controller, connected sensors and actuators
	1	Radionics	Off-site monitoring panel
	1		Personal Computer (PC)
Social Services 14012 Boydton Plank Road Dinwiddie, VA 23841	2	Goodman	Air cooled condensing units, 4 ton
	2	Goodman	Furnaces with evaporator coils, LP gas fired, 150000 BTU/hr
	2	Rheem	Air cooled condensing units, 3 ton
	2	Rheem	Furnaces with evaporator coils, LP gas fired, 150000 BTU/hr
Treasurer's Office 14016 Boydton Plank Road Dinwiddie, VA 23841	2	Janitrol	Rooftop packaged heat pumps, 2 ton
Pamplin Admin 14016 Boydton Plank Road Dinwiddie, VA 23841	1	McQuay	Packaged rooftop unit, 46 ton nominal capacity (4 compressors, 2-10 ton & 2-13 ton), 15 hp SAF, 5 hp RAF, return air electric duct heater
	2	Armstrong	Split system heat pumps, 5 tons each
	2	Penn	Roof ventilators, 0.5 hp each
	1	Honeywell	Building Automation System
	1	Honeywell	XL-15 DDC plant controller, connected sensors and actuators
	62	Honeywell	XL-10 DDC VAV controllers, connected sensors and actuators

	1	Radionics	Off-site monitoring panel
IT Trailers 14016 Boydton Plank Road Dinwiddie, VA 23841	2	WHA10XX4XXX	Serial #: 125K072393389-02 Serial #: 125M072421958-02
Jail/Sheriff Office 14230 Sycamore Drive Dinwiddie, VA 23841	1 2 1 2 2 1 2	Goodman Goodman Trane Trane Trane Carrier Bard	Rooftop packaged unit, gas fired, 15 ton, 3 compressors Rooftop packaged unit, gas fired, 7.5 ton, 2 compressors Rooftop packaged unit, gas fired, 4 ton, 1 compressor Air cooled condensing units, 3 ton Furnaces with evaporator coils, LP gas fired, 90000 BTU/hr Rooftop package heat pump, 4 ton Packaged heat pump units
Library 14103 Boydton Plank Road Dinwiddie, VA 23841	1 1	Trane York	Trane York
Eastside Enhancement Ctr 7301 B. Boydton Plank Rd Petersburg, VA 23803	2 1 1 7	Carrier Carrier Carrier Carrier	Split system heat pump, 5 ton Split system 24 ton cooling w/electric heat Split system heat pump, 4 ton Split system heat pump, 3 ton
Historic Courthouse 14101 Boydton Plank Road Dinwiddie, VA 23841	1 1 2 2 1 1	Weil-McLain EG65 Climate Master GRH030 Climate Master GRH048 Climate Master GRH042 Climate Master GRH060	Steam boiler, cast iron, propane fired, 250000 BTU/hr Condensate receiver pump, 1/3 hp Water source heat pump, 2.5 ton, w/one circulation pump Water source heat pump, 4 ton, w/ two circulation pumps Water source heat pump, 3.5 ton, w/ two circulation pumps Water source heat pump, 5 ton, w/ two circulation pumps
Rohoic Gym 23312 Airport Drive Petersburg, VA 23803	1 2	28CX1424FB1071J 38AD012610	Serial #: 7712 Serial #: F695111 Serial #: C697110
Rohoic Trailers 23312 Airport Drive Petersburg, VA 23803	2	W36CF10B1F00A	Serial #: 96B-P50283H Serial #: 96B-P50276H
Sports Complex 5850 R. B. Pamplin Dr Sutherland, VA 23885	1 1 2	GSZ13064AA AQU36JAXCU AQU12NSDXKCU	Serial #: 1006711790 Serial #: FA26PAFZB00221Y Serial #: YOYSPA EZ800333N Serial #: YOYSPA EZ800287B
DEMS Building 10209 Boydton Plank Road Dinwiddie, VA 23841	1 1	2TWR3048A1000AA 2TWR1048A1000AB	Serial #: 6242T944F Serial #: 3284LPN1F
Dinwiddie Vol Fire Dept 13516 Boydton Plank Road Dinwiddie, VA 23841	2 1	HIRA060525A H2RA036S06D	Serial #: WHHP298230 Serial #: WHHP298229 Serial #: EMHM865520
Ford Vol Fire Dept 13402 Cox Road Church Road, VA 23833	2 1 1 1	XC16-024-230-02 XC16-048-230-02 XC16-060-230-02 MU-A09WA	Serial #: 5809H09774 Serial #: 5810B04550 Serial #: 5809H15109 Serial #: 5810A13145 Serial #: 0000093T
McKenney Vol Fire Dept 10507 Doyle Blvd McKenney, VA 23872	2 1	HIRA060S25A H2RA036S06D	Serial #: WGHP290468 Serial #: WLHP333953 Serial #: EMHM865538

Namozine Vol Fire Dept 3913 Pelham Ave Petersburg, VA 23803	6	2A7A2036A1000AA	Serial #: 4813NCS3F Serial #: 420256R3F Serial #: 4183NT93F Serial #: 3483L023F Serial #: 420257F3F Serial #: 41435XS3F
Old Hickory Vol Fire Dept 25813 Courthouse Road Stony Creek, VA 23882	1 1 1 1	GSH13030IAB AC018X1021A H23A563ABCA CH0971	Serial #: 0704088304 Serial #: WDJP096053 Serial #: 17094024784 Serial #: 006712
Public Safety Tower Site – DeWitt 18407 Boydton Plank Road Dinwiddie, VA 23841	2 1 1	H25B22QABCA WL242A05XWXXXJ WA242A05XWXXXJ	Serial #: 31693020378 Serial #: 00794022772 Serial #: 140N031864351-02 Serial #: 140K031835285-02
Public Safety Tower Site – Dinwiddie 13516 Boydton Plank Road Dinwiddie, VA 23841	1 1	WA423-A05XWXXXJ WL423-A05XWXXXJ	Serial #: 253A041878958-02 Serial #: 253A041878957-02
Public Safety Tower Site – Wheelers Pond Road 10936 Wheelers Pond Road Dinwiddie, VA 23841	1 1	WA242-A05XWXXXJ WL242A05XWXXXJ	Serial #: 140I031848041-02 Serial #: 140N031868196-02
Public Safety Tower Site – Weekly Road 25410 Weekly Road Petersburg, VA 23803		TBD	