



**County of Sussex**  
**20135 Princeton Road**  
**P. O. Box 1397**  
**Sussex, VA 23884**  
**(434) 246-1000 phone**  
**(434) 246-6013 fax**

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**Invitation for Bids – IFB #2015-03**

**HVAC MECHANICAL MAINTENANCE & REPAIR SERVICES**

**Prebid Meeting: December 3, 2014**

**Bid Opening Date: December 17, 2014**

This procurement is governed by the Virginia Public Procurement Act and the Sussex County Purchasing Policy 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.

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Contact Information:

Questions concerning sealed bids should be in writing addressed to:

Ms. Deborah A. Davis, County Administrator  
County of Sussex  
20135 Princeton Road  
P. O. Box 1397  
Sussex, VA 23884  
(434) 246-1000  
(434) 246-6013 fax  
E-mail: [ddavis@sussexcountyva.com](mailto:ddavis@sussexcountyva.com)

**TABLE OF CONTENTS**

<b>1. PURPOSE</b>	4-5
<b>2. GENERAL SPECIFICATIONS</b>	
2.1 Scope of Work	6
2.2 Labor/Materials	6
2.3 Requirements/Qualifications	6
<b>3. GENERAL TERMS AND CONDITIONS</b>	
3.1 Precedence of Terms	7
3.2 Laws, Regulations, Licenses, and Courts	7
3.3 Anti-Discrimination	7
3.4 Ethics in Public Contracting	8
3.5 Drug-Free Workplace	9
3.6 Immigration Reform and Control Act of 1986	9
3.7 Debarment Status	9
3.8 Antitrust	9
3.9 Authorization of Transact Business in the Commonwealth	9
3.10 Contractor Advertising	10
3.11 Default	10
3.12 Claims	10
3.13 Indemnification	10
3.14 Audit	10
3.15 Taxes	11
3.16 Patents	11
3.17 Use of Brand Names	11
3.18 Proprietary Information	12
3.19 Additional Users/Cooperative Procurement	12
<b>4. ADDITIONAL TERMS AND CONDITIONS</b>	
4.1 Definitions	12-14
4.2 Contractor(s) Responsibilities	14
4.3 Access to Work	14
4.4 Transportation and Packaging	14
4.5 Availability of Materials	15
4.6 Testing and Inspections	15
4.7 Insurance	15
4.8 Protection of Persons and Property	16
4.9 Assignment of Contract	17
4.10 Changes to Contract	17
4.11 Contractor's Right to Stop Work or Terminate the Contract	17
4.12 County's Right to Terminate the Contract for Cause	18
4.13 Termination by County for Convenience	19
<b>5. PREPARATION AND SUBMISSION OF BIDS</b>	
5.1 Bid Submission Must Include the Following	20
5.2 Identification of Bid Envelope	21
5.3 Clarification of Terms	21

<b>6. EVALUATION AND AWARD OF CONTRACTS</b>	
6.1 Bid Acceptance Period	22
6.2 Withdrawal or Modification of Bids	22
6.3 Receipt and Opening of Bids	23
6.4 Evaluation and Awards Criteria	23
6.5 Qualification of Bidders	24
6.6 Negotiation with the Lowest Bidder	24
6.7 Announcement of Award	25
6.8 Contract Documents	25
6.9 Continuity of Services	26
<b>7. PAYMENTS</b>	
7.1 Payment	26
7.2 Extra Charges Not Allowed	28
7.3 Availability of Funds	28
<b>8. BID CERTIFICATION, AND SIGNATURE SHEET</b>	
Bid Certification	29
Attachment A	32
Attachment B	34

## 1. PURPOSE

**Invitation for Bids Prepared By:**  
Anne Ellis, Accounting Department

**Invitation for Bids Number:**  
IFB# 2015-03

**Release Date: November 19, 2014**

Sealed bids, subject to qualified Bidders only, subject to the specifications and conditions contained herein and attached hereto, will be received at the Sussex County Administration Building, 20135 Princeton Road, Sussex, Virginia 23884, until, but no later than, December 17, 2014 at 2:00 P.M. Local Prevailing Time and then publicly read aloud for:

### **PURPOSE**

The purpose of this Invitation for Bids is to solicit sealed bids to establish a contract for HVAC Mechanical Maintenance and Repair Services by the County of Sussex and the Sussex County School Board for a term of three years with annual renewals for up to two additional years.

If you are an individual with a disability and require a reasonable accommodation, please notify Anne Ellis at **(434) 246-1006**, at least three working days prior to 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 and return bid documents to:

County of Sussex  
Attn: Deborah A. Davis, County Administrator  
20135 Princeton Road  
P O Box 1397  
Sussex, VA 23884

**Mark outside of your envelope with Invitation for Bid IFB# 2015-03 and opening date of December 17, 2014. Bids, to include addenda or changes to a response, shall not be accepted via Fax machine, or by Internet Email, 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 reflected. The time of receipt shall be determined solely by the County of Sussex.

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.

## **EXAMINATION OF FACILITIES**

**A mandatory pre-bid meeting will be held on December 3, 2014 at 10:00 A.M. at the Sussex County Administration Building followed by an inspection of the sites.**

**It shall be the full responsibility of all bidders to conduct a thorough and complete examination of the facilities at this designated time prior to submitting their bid.**

Prospective bidders are requested to contact the following staff if they plan to attend:

Anne Ellis, Accounting Department  
Phone: 434-246-1006  
Email: [apclerk@sussexcountyva.com](mailto:apclerk@sussexcountyva.com)

Failure of the bidders to completely familiarize themselves with the conditions and contract requirements prior to submission of the bid shall in no way relieve the contractor of the responsibility of performing in such a manner as to meet or exceed the intent of the specifications. The Contractor is warned that no officer of Sussex County and/or Sussex County School Board other than the County Administrator through a properly issued Addendum to Specifications is able to change the requirements of these specifications and contract documents either verbally or in writing.

Your bid to be considered must be submitted on copy of this Invitation for Bid in the places provided. Bidders shall sign this form without detaching form from rest of bid and must return bid in its entirety.  
The Bidder shall submit three (3) references for work performed similar to that of this contract. References shall include a contact person's name and telephone number. Any bid received after the announced time and date of opening, whether by mail, or otherwise, will not be considered and will be returned unopened.

The right is reserved to reject any or all bids and also to award the contract where it appears it will be to the best interest of the County of Sussex and/or Sussex County School Board. The right is reserved to award in part or the whole of the items listed, or group of items. The County of Sussex and/or Sussex County School Board reserves the right to award in whole or part and to negotiate with the low bidder.

If you desire not to quote on this Invitation, please forward your acknowledgement of NO BID SUBMITTED to the above address.

All quoted prices shall include the furnishing of all labor, materials, equipment, permits, fees, and insurance coverage to complete the project as outlined.

It is the intent of these specifications and any reference to a manufacturer is used to provide a guide to prospective bidders as to the quality of products to be furnished. It is the desire and expectation what all bidders will adhere as closely as possible to these specifications. Any deviation must not produce a product which would be of lesser quality that described.

If bidding other than specified, complete specifications on each item quoted upon must be submitted with bid. Failure to comply with this requirement will be cause for rejection of bid.

No bid may be withdrawn after the scheduled closing time for receipt of the bid for sixty (60) calendar days except as provided in Section 2.2-4330, Procedure 1, Code of Virginia, which states the bidder shall give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

The successful contractor must comply with the requirements set forth in Section 2.2-4311 of the Code of Virginia (1950 as amended).

The County of Sussex and/or the Sussex County School Board does not discriminate against faith-based organizations.

## **2. GENERAL SPECIFICATIONS**

### **2.1 BACKGROUND**

Sussex County is a rural jurisdiction located in the south central region of Virginia.

### **2.2 SCOPE OF SERVICES**

It is the intent of this bid to procure a contract to provide HVAC Mechanical Maintenance for all service maintenance and repairs of mechanical equipment.

It is the intent of any resulting contract to repair work done on an “On Call” basis and to have preventative maintenance service calls that are performed four times yearly.

Preventative Maintenance Inspections are to be performed as scheduled during regular working hours 8:00 A.M. to 3:00 P.M., Monday through Friday. The County’s and/or School Board representative must be notified at least twenty four (24) hours prior to inspection.

### **2.3 PERFORMANCE**

If services provided are not, in the opinion of the County of Sussex and/or Sussex County School Board, satisfactory with respect to the intent of the Contract, the County may at its opinion, hire an outside contractor to correct the deficiencies found and deduct as liquidated damages all costs incurred from any unpaid amount due the contractor. The contractor shall provide all the services and materials specifically called for in the specifications.

### **2.4 QUALIFICATION OF BIDDERS**

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. A list of three (3) references is required with the bid submittal. The Owner reserves the right to reject any bid if evidence submitted by or investigation of such bidder fails to satisfy the Owner that contemplated therein. Conditional bids will not be accepted.

### 3. GENERAL TERMS AND CONDITIONS

#### 3.1 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.

#### 3.2 LAWS, REGULATIONS, LICENSES, & COURTS

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.

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 work related to a project shall comply with all of the said provisions. All bids submitted shall have included in their prices the cost of any business and professional licenses, or fees required by the County of Sussex, the Commonwealth of Virginia, and/or federal government. Permits for County projects are provided at not costs to the Contractor.

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 Sussex, Virginia. The Contractor shall comply with all applicable federal, state, and local laws, rules and regulations.

#### 3.3 ANTIDISCRIMINATION

A Bidder or Contractor shall not be unlawfully discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, or any other basis prohibited by state law relating to discrimination in employment or because the Bidder employs ex-offenders unless that state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or received goods, services, or disbursements provided pursuant to this contract objects to the religious character of 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 discriminated against any receipt 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 rule 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 unlawfully discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as 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 for the provisions of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by on or 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 finding upon each subcontractor or vendor.

#### 3.4 ETHNICS 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.

3.5 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 manufacturer, 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 provision of the foregoing clauses in every subcontract or purchase order 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 who are prohibited from engaging in the unlawful manufacturer, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the contract.

3.6 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.

3.7 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.

3.8 ANTI-TRUST

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.

3.9 AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

In order to contract with Sussex County, contractors organized as a stock or non-stock 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 in 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 that 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 2.2-4311.1 of the Code of Virginia shall not allow its existence to lapse or its certification of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Sussex County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

### 3.10 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 Sussex or any agency or institution of the County has purchased or uses its products or services, without written consent of the County.

### 3.11 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 contracted terms and conditions, the County 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 with the County may have.

### 3.12 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.

### 3.13 INDEMNIFICATION

Indemnification Contractor agrees to indemnify, defend and hold harmless the County of Sussex, 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.

### 3.14 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 award pursuant to this Invitation for Bids.

### 3.15 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.

### 3.16 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.

### 3.17 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.

**3.18 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 material, (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.

**3.19 ADDITIONAL USERS/COOPERATIVE PROCUREMENT**

This procurement is being conducted on behalf of Sussex County and Sussex County Public School Board. Furthermore, this procurement is being conducted under the provision 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 Bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies.

**4. ADDITIONAL TERMS AND CONDITIONS**

**4.1 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:

4.1.1 Bidder: One who submits a response to the Invitation for Bids (IFB).

4.1.2 County: The term “County” shall mean the County which is the County of Sussex, Virginia and the Sussex County School Board, as applicable through the governing body, the Board, or other agent with authority to execute the contract for the County involved. The County’s agent is the official with the authority to sing the contract on the behalf of the County. The County of Sussex, Virginia and the Sussex County School Board are each entities with whom the Contractor has entered into a contract and for whom the work or services is to be provided.

4.1.3 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.

4.1.4 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.

4.1.5 Emergency: An unforeseen combination of circumstances or a resulting state that poses imminent danger to health, life, or property.

4.1.6 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 order or adjustment thereto.

4.1.7 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 its authorized agent, representative or officer, or when enclosed in a postage prepaid envelope addressed to such last know business address and deposited in the United States mailbox.

4.1.8 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.

4.1.9 Provide: Shall mean furnish and install ready for its intended use.

4.1.10 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.

4.1.11 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 on who provides on-site labor but does not include one who only furnishes or supplies materials for the project.

4.1.12 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 an 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.

4.1.13 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 the performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

#### 4.2 CONTRACTOR RESPONSIBILITIES

4.2.1 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 act and omissions of his own employees.

4.2.2 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.

4.2.3 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.

4.2.4 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.

#### 4.3 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.

#### 4.4 TRANSPORTATION AND PACKAGING

By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes on the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packaging, and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with

purchase order number, commodity, description, and quantity.

**4.5 AVAILABILITY OF MATERIALS**

If materials specified in the Contract Documents are 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.

**4.6 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.

**4.7 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 §2.2-4.332 and 65.2-800 et se. 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 LIMITED REQUIRED:**

1. Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employees 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' compensations 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 Sussex, it's 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 on the 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.**

#### **4.8 PROTECTION OF PERSONS AND PROPERTY**

4.8.1. 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.

4.8.2. The Contractor shall be solely responsible for initiating, maintaining, and supervision all safety precautions and programs in connection with the work.

4.8.3. The provisions of all rules 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.

4.8.4. 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 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 used 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.

4.8.5. In an emergency affecting the safety or life of persons or of the work or of the adjoining property, the contractor without special instructions 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 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 an emergency work shall be determined by the County as deemed just at its sole discretion.

4.8.6. Any damage to existing utilities, equipment, or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the Contractor's expense.

4.9 ASSIGNMENT OF CONTRACT

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

4.10 CHANGES IN 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 packaging 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 a 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 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 a result of savings realized. The Contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County has 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 Section 5.11(2) must be asserted by written notice to the other party within thirty days (30) from the date of receipt of the written order from the County. Neither the existence of a claim or 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.

4.11 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 the Contractor within thirty (30) days of a required payment dated when no dispute exists as the sum, then the Contractor may, upon ten (10) calendar days provide 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 a 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 terminations of the contract by the Contractor terminate the obligations of the Contractor's surety on its payment and performance bonds.

#### 4.12 COUNTY'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE

4.12.1. 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.

4.12.2. Prior to termination of the contract, the County shall give the Contractor and his surety ten (10) calendar day's 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 just cause terminate the obligations of the Contractor's surety on its payment and performance bonds.

4.12.3. 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.

4.12.4 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.

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

#### 4.13 TERMINATION BY COUNTY FOR CONVENIENCE

4.13.1. 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 elect not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as County may require assigning to the County the Contractor's interest in all subcontracts and purchase orders designated by the County. After all such steps have been taken to the 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 forgoing, the County shall have no further obligations to the Contractor of any nature.

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

## 5. PREPARATION AND SUBMISSION OF BIDS

### 5.1 BID SUBMISSION MUST INCLUDE THE FOLLOWING

- a. Bid, Certification, and Signature Sheet (section 8). 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 words "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 the behalf of the corporation shall be furnished.
- b. References – pursuant to Section 2.4 and 8.2.
- c. Signed Addenda, if applicable. Addenda, if any, shall be posted on the County's website at <http://www.sussexcountyva.gov> pursuant to Section 5.3.

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

## 5.2 IDENTIFICATION OF BID ENVELOPE

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

- a. Name and Address of Bidder
- b. Contractor's License Number
- c. Due Date – December 17, 2014
- d. IFB Number – IFB 2015-03
- e. IFB Title – HVAC Mechanical Maintenance & Repair

Services The envelope should be addressed to:

County of Sussex  
County Administration  
Attn: Ms. Deborah A. Davis, County Administrator  
20135 Princeton Road  
P. O. Box 1397  
Sussex, VA 23884

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, omission, erasures, alternation, or items not called for in the bid, may be rejected by the County as being incomplete or nonresponsive.

## 5.3 CLARIFICATION OF TERMS

If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the County Administrator whose name appears on the face of the solicitation by email 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 County Administrator which shall be posted on the County's website at <http://www.sussexcountyva.gov>.

## 6. EVALUATION AND AWARD OF CONTRACTS

### 6.1 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.

### 6.2 WITHDRAWAL AND 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, provided such Bidder is qualified responsible and responsive bidder.

### 6.3 RECEIPT AND OPENING OF BIDS

6.4.1 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.

6.4.2 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.

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

6.4.4 In the event that the County of Sussex 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.

### 6.4 EVALUATION AND AWARD CRITERIA

The right is reserved to make a separate award for each item, 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 differential prices as provided on the Bid, Certification and Signature Sheet. Unit prices, extensions and grand totals must be shown. 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.

Award of this contract will be based on two (2) factors:

1. Total Annual Preventative Maintenance Costs
2. Emergency Repair Costs

\* **SEE ATTACHMENT A (Preventative Maintenance List)**

\* **SEE ATTACHMENT B (Equipment List and Location)**

\* **SEE ATTACHMENT C (Certification and Signature Sheet)**

**The following procedure will be used to determine the low bidder:**

Six (6) typical eight (8) hour (all day) emergency service calls to be performed during the period of this contract. Cost to perform these repairs using eight (8) hours worked and flat fee truck charge cost based upon prices quoted in this invitation will be calculated for each of these service calls. These costs will be combined with annual preventative maintenance contract costs to provide total contract cost.

#### 6.5 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.

#### 6.6 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/Speciation's 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.

#### 6.7 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.sussexcountyva.gov>. 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 Ms. Deborah A. Davis, County Administrator, P O Box 1397, Sussex, VA 23884, [ddavis@sussexcountyva.com](mailto:ddavis@sussexcountyva.com) 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 4.7.

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

#### 6.8 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.

## 6.9 CONTINUITY OF SERVICES

- A. The Contractor recognizes that the services under this contract are vital to the County and must be continued without interruption and that, upon contract expiration, a successor, either the County or another contractor, may continue them. The Contractor agrees:
- (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
  - (ii) To make all County owned facilities, equipment, and data available to any successor at an appropriated time prior to the expirations of the contract to facilitate transition to successor; and
  - (iii) That the county shall have final authority to resolve disputes related to the transition of the contract from the Contractor to successor.
- B. The Contractor shall, upon written notice from the County, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to County approval.
- C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., cost incurred within the agreed period after contract expirations that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the County in writing prior to commencement of said work.

## 7. PAYMENTS

### 7.1 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 for Sussex County Public Schools shall be sent to: Accounts Payable, Sussex County School Board, P.O. Box 1368, Sussex, VA 23884.**

**All invoices for Sussex County shall be sent to: Accounts Payable, County of Sussex, P. O. Box 1397, Sussex, VA 23884.**

No payments will be made by the County to subcontractors, if any. The

Contractor shall be fully responsible for payments to subcontractors, if any, and for all invoicing to the County.

7.1.1 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 8.1.

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.

7.1.2. 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 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 (1%) 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 (b) above. The date of mailing of any payment by United States Mail is deemed to be payment to the addressee. These provisions apply to each subcontractor 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.

7.2 EXTRA CHARGES NOT ALLOWED

The Unit Price 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.

7.3 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 Sussex County and the Sussex County School Board. Failure of the Board of Supervisors or School Board 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.

## BID CERTIFICATION, & SIGNATURE SHEET

### CONTRACT FOR HVAC MECHANICAL MAINTENANCE and REPAIR SERVICES

Proposal

- Furnish all labor, materials, equipment, tools, parts and supplies (including appropriate filters and compressor oil) necessary to supply the County of Sussex and/or Sussex School Board with a Contract for Preventative Maintenance Mechanical Equipment which shall include four yearly preventative maintenance inspections as required and outlined in specifications as follows:

Sussex County Public Schools	Quarterly \$ _____	Annually \$ _____
Sussex County	Quarterly \$ _____	Annually \$ _____

- All other work done on an “ON CALL” basis is to be done on a time and material basis as indicated below.

**Time rates shall be behind upon arrival at job site.**

**Bidders shall include their hourly rates, all overhead, profit, estimates, administrative costs, insurance, travel time, union pension fund, worker’s compensation, unemployment insurance, social security, etc. in the labor rate.**

**NO ADDITIONAL COST WILL BE ALLOWED.**

**The Contractor agrees to provide parts and materials equal to those of the original equipment manufacturer for repair of all HVAC equipment. Parts and Supplies shall be provided at the Contractor’s Actual Invoiced Costs. NO MARK UP ALLOWED. A copy of all paid invoices for parts, components, materials, and supplies shall be attached to the invoice and copy of the work ticket submitted to the County and/or Sussex School Board.**

**THERE WILL BE NO ALLOWANCE OR PAYMENT FOR SUCH CHARGES AS “SUPPLIES”, “MISCELLANEOUS”, “DISPOSAL”, ETC.**

- A. Mechanic \$ \_\_\_\_\_ per hour x 8 hours = \$ \_\_\_\_\_ per day
- B. Truck Fee \$ \_\_\_\_\_ per trip(flat fee)

Total typical one (1) day service call

- C. Helper \$ \_\_\_\_\_ per hour x 8 hours = \$ \_\_\_\_\_ per day

**OVERTIME AND HOLIDAY LABOR ONLY WILL BE PAID AT A RATE EQUAL TO 1.5 TIMES THE REGULAR HOURLY RATE LISTED ABOVE. TRUCK FEE WILL REMAIN AT THE FLAT FEE PER TRIP CHARGE.**

**NOTE: IF A SERVICE CALL HAS BEEN PLACED BY THE COUNTY AND/OR SCHOOL BOARD AND ADDITIONAL CALL(S) IS MADE FOR SERVICE WHILE YOUR COMPANY IS HERE, WILL YOUR COMPANY WAIVE THE SECOND TRUCK FLAT RATE FEE FOR THIS CALL(S)?**

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

Distance in miles from your place of business to the following locations:

1. Sussex County Government Complex. \_\_\_\_\_
2. Sussex County Public Schools Complex. \_\_\_\_\_

Regular Time is: \_\_\_\_\_ hours per day or \_\_\_\_\_ hours per week.

Overtime is over: \_\_\_\_\_ hours per day or \_\_\_\_\_ hours per week.

Hours of Operation for personnel will be the same as the County's hours of 8:00- 5:00 P.M., unless an emergency exists which creates an overtime situation. Service technicians should report to the Buildings and Grounds Department prior to going to the site unless prior arrangements have been made.

A minimum crew will consist of a mechanic and shall be used unless additional mechanic or helper is authorized by the County of Sussex Buildings and Grounds Department and/or the Sussex County Public Schools Maintenance Department.

**Please furnish the following information:**

Company Representative/Contact Person \_\_\_\_\_

Telephone Number/ Daytime \_\_\_\_\_ Nighttime \_\_\_\_\_

Pager Number \_\_\_\_\_ Cellular Number \_\_\_\_\_

Contact Person for Service Calls \_\_\_\_\_

Telephone Number \_\_\_\_\_

If a discount is offered, it is required that a minimum of twenty (20) days be allowed for payment in order for the discount to be considered.

Please return bids to:

**Deborah A. Davis, Acting County Administrator**  
**County of Sussex**  
**20135 Princeton Road**  
**P. O. Box 1397**  
**Sussex, VA 23884**

**Mark the outside of the envelope with IFB 2015-03 and closing date and time of bid.**

**IF SIGNATURE IS OTHER THAN THE PRESIDENT, PLEASE FURNISH THIS OFFICE A LETTER OF EXPLANATION FOR AUTHORITY TO SIGN FOR THE PRESIDENT.**

NAME OF BIDDER \_\_\_\_\_

TAXPAYER IDENTIFICATION # \_\_\_\_\_

REGISTERED CONTRACTOR CLASS \_\_\_\_\_ NUMBER \_\_\_\_\_

ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME (TYPE OR PRINT) \_\_\_\_\_

OFFICIAL TITLE \_\_\_\_\_

DATE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

In compliance with Invitation for Bids #2015-03 and subject to all conditions thereof and attached thereto, the undersigned offers and agrees, if this Bid be accepted within sixty calendar days from the date of opening, to furnish any and all of the items upon which the prices are quoted, at the price set opposite each item, delivered at the points as specified and as scheduled.

My signature certifies that that the accompanying bid is not a result of or affected by any act of collusion with any person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12 Article 1.1 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Fraud Acts, the Virginia Governmental Bid Rigging Act, and Virginia Antitrust Act and Federal Law and can result in fines, prison sentences and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

BY: \_\_\_\_\_

SIGNATURE OF BIDDER/TITLE

## ATTACHMENT A

### PREVENTATIVE MAINTENANCE LIST

THE QUARTLERY PREVENTATIVE MAINTENANCE INSPECTIONS SHALL INCLUDE BUT NTO BE LIMITED TO THE FOLLOWING:

1. Lubricated all motors and bearings.
2. Check oil level in compressor and add as needed.
3. Check oil pressure in compressor and adjust as needed.
4. Check head and suction pressures and adjust as needed.
5. Check control settings and operation and adjust as needed.
6. Check pneumatic control compressor, drain water and adjust as needed.
7. Check oil in air compressor and add as needed.
8. Align and adjust air unit belts if necessary. Replacement of belts shall be performed only after approval from the Buildings and Grounds Department. Labor shall be included in base bid price. County and/or School Board will pay additional cost of the belt(s).
9. Clean air compressor intake filters and properly clean the reusable ones.
10. Change all disposable filters and properly clean the reusable ones.
11. Clean fans and coils (inside units and outside units) as necessary.
12. Clean outside air intake screen.
13. Check for refrigerant leaks and advise if in need of repair.
14. Check for water leaks and advise if in need of repair.
15. Check burner for proper operation adjust/repair/clean as necessary for proper burn.
16. Make smoke tests.
17. Check draft and make necessary adjustments.
18. Check CO2 and make necessary adjustments.
19. Check electrodes and adjust for proper ignition.
20. Check fuel strainer, both line and pump and replace or clean when necessary.
21. Check oil pressure and adjust for proper combustion.
22. Check combustion and adjust for best efficiency.
23. Check for fuel leaks and advise if in need of repair.
24. Check and lubricated drive motor bearings and replace as necessary. Replacement of bearings at additional costs to the County and/or School Board.
25. Check safety switch for proper operation and adjust as necessary.
26. Clean nozzle and electrodes and adjust as necessary.
27. Check flame detector, both photo-electric and conventional and adjust if necessary.
28. Check relief valves for proper operation and adjust if necessary.
29. Check water valves for proper operation and adjust if necessary.
30. Check thermostats and calibrate if necessary.
31. Check and adjust water level as necessary.

32. Check stack and breeching and notify the County and/or School Board personnel of any abnormal conditions.
33. Check boiler tubes and notify the owner of any abnormal conditions.
34. Check condition of fire box and advise if in need of repair.
35. Clean all boilers and burners- September Inspection.
36. Start Air Conditioning – After March 15 and before May 15.

Note: Successful bidder shall supply necessary compressor oil at no extra expense to the County and/or School Board.

The Building and Grounds Department of the County and/or School Board shall be notified twenty four (24) hours prior to each inspection. The inspections will be performed the first week of the month in which they are scheduled. In addition to regular inspections and services as indicated, it will be necessary for the successful bidder to perform such emergency repairs and services as may be required and authorized by the County and/or School Board and to supply necessary replacement parts, materials, and labor.

Emergency repair and service work done on an “ON CALL” basis shall follow this schedule:

1. If called before noon, men will be available after noon on the same day.
2. If called after noon, men will be available before noon on the following day.
3. Emergency Service – heating or air conditioning off – SAME DAY SERVICE.

**FAILURE TO COMPLY WITH THIS SCHEDULE MAY BE CAUSED FOR CANCELLATION OF CONTRACT.**

## ATTACHEMENT B

### EQUIPMENT LIST AND LOCATION

#### SUSSEX COUNTY PUBLIC SCHOOLS

<u>Qty.</u>	<u>Location</u>	<u>Equipment</u>	<u>Manufacturer</u>	<u>Model Number</u>
1	High School	VAVRTU1	Trane	TCD360A40G2BEC400000F0H00000
1	High School	VAVRTU2	Trane	SLHFC70CW56C8AD60D100D00000L00RTO18050
1	High School	VAVRTU6	Trane	TCD36A40G2B6EC4100000FOX00000
1	High School	VAVRTEW2	Trane	SXHFc#040W5ACDCD400100D00000L00RT018050
1	High School	VAVRTU4	Trane	TCD480A40G287NCA00000FCH00000
1	High School	RTU-EW-1	Trane	SCHFC3040WSAC50400100D00000LDORT016000000
1	High School	VAV-RTU-3	Trane	SLHGC904DR78CE90600100D00G0L00RTO05
1	High School	VAV-RTU-5	Trane	SLHFC754CW67C9BD60000D00G00L00RT078050

<u>Qty.</u>	<u>Location</u>	<u>Equipment</u>	<u>Manufacturer</u>	<u>Model Number</u>
1	Transportation	Split System	York	E2RA048S25G
2	Transportation	REZNOR MAKE UP AIR UNITS		DFC827AL01772CAMV7
3	Transportation	REZNOR PROPANE HEATERS		
4	Transportation	REZNOR PROPANE HEATERS		

<u>Qty.</u>	<u>Location</u>	<u>Equipment</u>	<u>Manufacturer</u>	<u>Model Number</u>
1	Middle School	AC-2 SPLIT SYSTEM	York	H4DB0800000508A
1	Middle School	RTU-3	York	NO PLATE
1	Middle School	OAU-2	Aaon	55122RM01530AB0212A
1	Middle School	RTU-4	York	8Q240E548484AAA1B
1	Middle School	RTU-5	York	BP090C0084AAA3C
1	Middle School	VAV-RTU-1	Aaon	RN06030AB04EJH
1	Middle School	VAV-RTU-2	Aaon	RH06030AB04EJN
1	Middle School	OAU-1	Aaon	RM02030AB02-12A
1	Middle School	RTU-1	York	DM240C00B4AAA1B
1	Middle School	H&V HOT WATER HEAT	JACKSON&CHURCH	
1	Middle School	AC-1SPLIT SYSTEM	York	H5DB048508A
1	Middle School	RTUEW-1	Aaon	RM02530AA02000
1	Middle School	RTU-2	York	DM090C00B4AAA3C
47	Middle School	47 NON-FAN POWERED VAV BOX	Trane	INDUCTION BOXES

<u>Qty.</u>	<u>Location</u>	<u>Equipment</u>	<u>Manufacturer</u>	<u>Model Number</u>
2	School Board	YORK 4 TON ROOF TOP UNITS		
2	School Board	YORK 2 TON ROOF TOP UNITS		
2	School Board	YORK 3 TON ROOF TOP UNITS		
5	School Board	YORK 2.5 TON ROOF TOP UNITS		
1	School Board	YORK 5 TON ROOF TOP UNIT		

<u>Qty.</u>	<u>Location</u>	<u>Equipment</u>	<u>Manufacturer</u>	<u>Model Number</u>
1	Elementary School	RTU-1	Trane	SFHFL25
1	Elementary School	RTU-2	Trane	SFHFL30
1	Elementary School	RTU-3	Trane	SFHFL50
1	Elementary School	RTU-4	Trane	SFHFL50
1	Elementary School	RTU-5	Trane	SFHFL30
1	Elementary School	RTU-6	Trane	YSC036
1	Elementary School	RTU-7	Trane	YCD480
1	Elementary School	RTU-8	Trane	YHC092
1	Elementary School	RTU-9	Trane	YCH360

**SUSSEX COUNTY**

<u>Qty.</u>	<u>Location</u>	<u>Equipment</u>	<u>Manufacturer</u>	<u>Model Number</u>
1	Housing Department		Carrier	38TKB036310
1	Housing Department		Carrier	38TKB042300
1	Housing Department		Carrier	38TKB036310
1	Housing Department		Carrier	38TKB042300
1	Animal Shelter	Heat Pump	Good	GSH130361CD
1	Animal Shelter	Heat Pump		
1	Jarratt Senior Cit. Bldg	Heat Pump	Trane	TWR042C100B2
1	Jarratt Senior Cit. Bldg	A/C	Trane	TTR042C100A3
1	Registrar	A/C	Trane	TTB727A100A0
1	Old Courthouse Bldg		Carrier	38YCC060320
1	Old Courthouse Bldg		Trane	4TWR3060A10000AA
1	Circuit Court Clerk Office		Carrier	38YCB024310

1	Treasurer/Commissioner Bldg		York	YTHJR60S41S4A
1	Treasurer/Commissioner Bldg		York	YTHJR60S41S4A
1	Commonwealth Attorney		York	YHJR60S4156A
1	Commonwealth Attorney		York	YHJR18S4153A
1	Commonwealth Attorney		York	YHJR18S4153A
1	Newsome Bldg	Heat Pump	Trane	TWA180E30RAA
1	Newsome Bldg	Heat Pump	Trane	TWA180E30RAA
4	Administration Bldg		Bard Manufacturing Co.	A10XX4XXXX