



## Powhatan County

### INVITATION FOR BIDS

Issue Date: May 8, 2023

Title: Preventive Maintenance & Repair Services  
Emergency Generators

Issuing Entity: County of Powhatan, Virginia  
Public Works Department-Facility Maintenance

**SEALED BIDS SUBJECT TO THE TERMS, CONDITIONS, AND SPECIFICATIONS HEREIN WILL BE RECEIVED AT 2:00 PM, WEDNESDAY, MAY 31, 2023 LOCAL PREVAILING TIME AT WHICH TIME THEY WILL BE PUBLICLY OPENED AND MADE A PART OF THE PUBLIC RECORD FOR FURNISHING THE GOODS/SERVICES DESCRIBED HEREIN. BIDS SHALL BE SUBMITTED IN A SEALED CONTAINER. THE FACE OF THE CONTAINER SHALL BE CLEARLY MARKED IN THE LOWER LEFT CORNER AS FOLLOWS:**

**IFB# 2023-04: GENERATOR MAINTENANCE**

**For: Preventive Maintenance & Repair Services Emergency Generators**

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All inquiries for information should be directed to:

Charla Schubert, Director of Finance  
Email: [cschubert@powhatanva.gov](mailto:cschubert@powhatanva.gov)

Sealed bids shall be mailed, delivered by courier, or hand delivered to:

County of Powhatan  
Attention: Generator PM & Repair Bid  
3834 Old Buckingham Road, Suite A  
Powhatan, VA 23139

Bids must be submitted by the date and time stated above or they will remain unopened. No allowance will be made for postmark or error in delivery to incorrect address. It is the sole responsibility of the bidder to ensure timely and correct delivery of bid to the address above.

**PRE-BID CONFERENCE:** An optional pre-bid conference will be held for this procurement on May 18, 2023, at 10:00AM in the Village Building Conference Room, 3910 Old Buckingham Road, Powhatan, Virginia.

*This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.*

**Obligation of Bidder:** By submitting a bid, the bidder covenants and agrees that he has satisfied himself, from his own investigation of conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information.

Bidder further agrees that conditions herein have been carefully read and this proposal is submitted subject to all requirements stated herein. The undersigned hereby acknowledges and agrees, if this proposal is accepted, to furnish all services agreed upon in strict accordance with contract.

Name and Address of Firm: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

FEI/FIN NO. \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

State Corporation Commission (SCC) No. \_\_\_\_\_

Powhatan County Business License No. (if applicable) \_\_\_\_\_

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SECTION I – INVITATION FOR BID DETAIL

***A. SCOPE OF WORK/SERVICE***

GENERAL

The County of Powhatan, Virginia, hereinafter referred to as the County, is soliciting sealed bids from qualified firms to furnish labor, equipment, tools and materials necessary to provide preventive maintenance and repair services on multiple emergency generators for various County agencies.

INTENT

It is the intent of this Invitation for Bid to establish a Contract with a qualified vendor to provide the desired services in accordance with the enclosed general terms, conditions and specifications.

***B. BIDDER INSTRUCTIONS***

BID SUBMISSION AND ADDITIONAL INFORMATION

Submit bids, using forms furnished in this IFB and filling in all blank spaces, addressed to:

County of Powhatan  
Department of Finance  
Attn: Generator PM & Repair Bid  
3834 Old Buckingham Road, Suite B  
Powhatan, VA 23139

Bidders shall include the following with their bid submission:

- Completed Signature Page (Page 2)
- Completed Bid Pricing Form (Pages 14-18)
- Proof of Insurance
- Workman’s Compensation Certificate of Coverage
- Bidders shall submit with bid the name, address, telephone number and point-of-contact for a minimum of three (3) firms for which the bidder has provided generator maintenance services of similar size and scope within the preceding 24 months. Include company, contact name, address, phone number, email address (if available), and status of contract

BIDDERS REQUEST FOR INFORMATION & CLARIFICATION

Questions pertaining to the specifications of this IFB will be accepted from any and all bidders but must be in writing and directed to the individual identified on the cover page. Unauthorized contact with other Powhatan County staff may result in disqualification of the bidder. All questions need to be received a minimum of five (5) business days in advance of the bid acceptance date. It is the responsibility of the bidder to ensure they have received all addendums. Addendums can be found on the eVA solicitation page or on the Powhatan County webpage under “Bids Opportunities.”

### MANDATORY & OPTIONAL WORK

All items listed in the specifications are to be considered mandatory, except work and/or equipment listed in the Options section. Any person bidding on this project must agree to price and perform all work, and furnish all equipment listed in both the mandatory and optional sections of this specification. It is understood that the purchaser may select or delete items listed as options when evaluating the bid.

### **Bids received with a minimum charge stipulation will be considered non-responsive.**

### UNDERSTANDING OF REQUIREMENTS

It is the responsibility of each bidder to inquire about and clarify any requirements of this solicitation that are not understood. The County will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the individual identified on the cover page. Bidders must ensure that written inquiries reach this designated person at least five (5) days prior to the time set for receipt of bids. A copy of all queries and the respective responses will be provided in the form of an addendum to all bidders who have indicated an interest in responding to this solicitation. Your signature on your Bid certifies that you fully understand all facets of this solicitation.

### 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 public body, in its sole discretion, determines to be the equivalent 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 equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.

### AWARD

The County reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the County. The award or awards will be made to the lowest responsive, responsible bidder or bidders, as applicable.

### THE RIGHT TO REJECT BIDS/PROPOSALS

The County reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

### QUALIFICATIONS OF BIDDERS

The County reserves the right to conduct any tests it may deem advisable and to make all evaluations. The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect offer'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 of this IFB.

### LATE PROPOSALS AND MODIFICATION OF BIDS

It is the sole responsibility of the bidder to see that his bid is received by the specified time and date. Bids received by the issuing department after the due date and time will not be accepted and will be returned to the bidder, if possible, unopened. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be acceptable.

### BID ACCEPTANCE PERIOD

Any bid in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) 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.

### IDENTIFICATION OF BID/PROPOSAL ENVELOPE

The signed bid should be submitted in an envelope or package, sealed and identified as outlined in the Bidder Instructions on Page 3 of this document.

If a bid is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal 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.

### WITHDRAWAL OF BID AFTER OPENING

To withdraw a bid after bid opening, a bidder must satisfy the substantive requirements of § 2.2-4330 of the Code of Virginia. In addition, the following procedures shall apply:

- a. The 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.
- b. The mistake may be proved only from the original work papers, documents and materials used in preparation of the bid and delivered as required herein.

### ***C. GENERAL SPECIFICATIONS***

#### DEFINITIONS

“Preventive Maintenance” (PM) shall be defined as those services performed during quarterly or annual inspections to maintain equipment in operating condition.

“Repair” shall be defined as those services or repairs performed to correct defects discovered during PM; to eventually return malfunctioning equipment to operational condition. Repairs may be further defined as non-emergency or emergency in nature. This determination shall be made based on the best interest of Powhatan County.

“Billing Time” will be defined as productive time on site once the Contractor arrives to begin the work and shall stop when work is completed and/or the Contractor leaves the job site. **No travel time or tool and/or truck charges will be allowed.**

“Normal Business Hours” shall be 7:00 a.m. to 5:00 p.m., Monday through Friday. It will exclude holidays recognized by the County.

#### GENERAL REQUIREMENTS

The Contractor or his sub-contractor must be a registered contractor in the Commonwealth of Virginia in accordance with Title 54.1, Chapter 11 of the Code of Virginia, as amended and shall possess a valid Virginia Contractor’s License Classification B or better, ELE (Electrical Contractor). Provide Contractor License Number on the Bid Pricing Form as indicated.

The Contractor must hold or obtain a Powhatan County Business License prior to beginning any work.

All work shall be coordinated through the site supervisor or designated representative so that interference with normal business activities will be held to a minimum.

The Contractor must be available during normal business hours. Regular hourly rates shall apply and will be paid for productive time on the job. **The County will not pay for travel time, lunch and breaks.** Overtime hourly rates shall be paid for productive time on the job beyond normal work hours. Overtime and holiday hours must be authorized and coordinated with the County prior to performing service.

Employees assigned by the Contractor to provide services to the County shall be skilled mechanics and shall have a demonstrated minimum of five (5) years experience in the respective trade or service. Provide documentation showing compliance.

Provide regular, overtime and holiday hourly rates for technicians and helpers as requested on the Bid Pricing Form.

All material shall be new (unless approved in writing by the County) and bear the UL listed approval for its installed application, if required. The Contractor shall provide discount off list price for all parts and materials used to complete service or repairs.

The vendor shall properly dispose of all hazardous materials inclusive of but not limited to used/contaminated fuels, lubricants and filters, in accordance with Federal, State, and local laws and ordinances. The vendor shall provide the County, a copy of a standard form of transportation manifest showing that all used/contaminated fuels, lubricants and filters were properly handled and disposed of during each occurrence.

#### CONTRACT PERIOD

The contract period shall be from July 1, 2023 or the date of award (whichever is later) through June 30, 2024. The contract may be renewed for four (4) additional one-year periods upon notification from the Contractor to renew. Any change in rates at renewals must be agreed to by the County and no change shall exceed the increase in the Consumer Price Index for Urban Wage earners for this area or 3%, whichever is less. The Contractor must submit any proposed price changes to the County at least ninety (90) days prior to the contract renewal date.

The contract renewal date shall be July 1, 2024. Renewals are not automatic. This contract shall not exceed a maximum of five (5) years.

#### SERVICE REQUIREMENTS

The Contractor shall have an adequate amount of service vehicles to provide transportation to various County generator sites as needed. The vehicles shall be stocked with a sufficient inventory of materials and tools, including high usage parts, to ensure a one-trip visit to a site to the maximum extent possible.

No more than two workmen consisting of a technician and helper shall respond to a call for repair of equipment. The County may grant authorization for additional workmen, if requested, to complete repairs in a timely manner. The Contractor must present sufficient justification to request additional workmen. No additional compensation will be allowed for extra time or workmen without prior approval.

Response time under normal/non-emergency circumstances shall be within 24 hours from the time a service call has been requested. The Contractor shall respond to the site and be ready to initiate the required repairs. Work on non-critical equipment may be completed as time permits with the agreement of the County during normal business hours.

Response time for emergency repairs shall be within 4 hours of the request. Work on critical equipment must be completed as soon as possible. Emergency coverage will be 24/7 365 days per year.

#### PERFORMANCE WARRANTY

The vendor shall guarantee all work, equipment and materials included in the service against any defects in workmanship; and shall satisfactorily correct, at no cost to the County, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon date of acceptance, inspection and approval by County Representative only. If the vendor is notified in writing of a deficiency in the work provided, within one year from completion of the work, the vendor shall, at the County's option, re-perform the work in question at no additional cost to the County, or refund the original charges for the work in question to the County, including the difference in cost if any, to re-perform the work if completed by another vendor.



### MATERIAL WARRANTY

Parts furnished under the purchase order shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material; used, shopworn, demonstrator, prototype, reconditioned or discontinued models or materials are not acceptable. The warranty period for vendor provided materials shall be for a period of one year after completion of the installation or within the manufacturer's warranty, whichever is later. The warranty period shall commence upon date of acceptance by the County. Vendor shall provide the County Representative with all manufacturers' warranty documents.

### INVOICING & PAYMENT TERMS

The Contractor will be paid 45 calendar days after receipt of an invoice deemed complete by County staff.

Invoices must be itemized and separated for each unit; lump sum invoices will be rejected. An acceptable invoice shall include the following information either as part of the invoice or as an attachment of supporting documentation:

- Identify the location and date of service
- Copy of a PM, service or repair ticket or inspection report
- Time of arrival/time of completion
- Hours worked
- Invoice total

Invoices for repair work shall include the information below in addition to the items listed above:

- Written approval from County staff authorizing the repair
- Number of technicians/helpers and hourly labor rate for each category
- Subtotal of labor charges for the repair
- Packing slips showing supplied materials, part numbers, number of parts, manufacturer's list price and the contractor's discount off manufacturer's list price (if used)
- Subtotal of material charges (if used)
- Summary of all services provided the site of the service, and itemized costs incurred

Any invoice in question will be returned to the contractor for review and resubmission to the County with an explanation as to the reason for any non-authorized charges.

### ***D. TECHNICAL SPECIFICATIONS***

#### PREVENTIVE MAINTENANCE

The Contractor shall maintain the emergency generators identified in Attachment A and on the Bid Pricing Form at the highest level of reliability. There shall be four (4) quarterly inspections each, except where noted otherwise, performed over a 12-month period. For those generators that specify fewer than quarterly inspections, the County reserves the right to request additional inspections at the unit price bid by the Contractor for that equipment.

The costs of “parts” related to preventive maintenance, i.e., oil, filters, radiator coolant, lubricants etc., required to maintain emergency generators in good operating conditions shall be borne by the Contractor.

Preventive maintenance shall be performed during normal business hours. The Contractor shall notify the County regarding scheduled service and locations at least 24 hours prior to any PM work being performed. This test should include annually validating satisfactory performance of each generator unit under full load. **Maintenance for the Courthouse cannot occur when General District Court is in session.** The Contractor must coordinate PM services for this location with the appropriate agency contact or his designee.

The table below details the minimum PM tasks required of the Contractor during the course of this contract. Attachment A and the Bid Pricing Form provide the equipment covered and the frequency of PM tasks.

<i>System</i>	<i>PM Tasks</i>
1. Engine Lubrication/ Oil	<ul style="list-style-type: none"> <li>a. Change oil and oil filter annually in the 3<sup>rd</sup> calendar quarter.</li> <li>b. Take oil sample when changing oil; furnish sample reports to County</li> <li>c. Check and record oil level and oil consumption; refill as needed</li> <li>d. Check breather, service meter, oil pressure and gauge, signs of blow by, engine noise, tubes, connections and seals</li> <li>e. Inspect gaskets for leaks, cylinder heads, valve cover and valve cover base</li> </ul>
2. Cooling	<ul style="list-style-type: none"> <li>a. Check radiator core inside and out, clean if necessary</li> <li>b. Check level of coolant and refill as needed</li> <li>c. Check cooling system anti-freeze; record freeze temperature</li> <li>d. Check radiator cap and inspect seal</li> <li>e. Check radiator hoses for brittleness, cracking and weakness</li> <li>f. Check all hose clamps; tighten as needed</li> <li>g. Check fan and alternator belt for proper tension and condition; adjust as required.</li> <li>h. Lubricate fan bearing and water pumps</li> <li>i. Check operation of temperature gauges</li> <li>j. Check engine operation temperature during run time</li> <li>k. Check operation of engine block heater</li> </ul>
3. Fuel	<ul style="list-style-type: none"> <li>a. Change fuel filter annually in the 3<sup>rd</sup> calendar quarter</li> <li>b. Inspect day tank piping; drain off sediment and water</li> <li>c. Check condition of all fuel filters</li> <li>d. Inspect and repair leaks, loose nuts and bolts, and all fuel lines and connections</li> <li>e. Perform an operational check of governor and controls, pressure gauge, fuel pressure, high idle and low idle</li> </ul>

<i>System</i>	<i>PM Tasks</i>
4. Air Induction/ Exhaust	<ul style="list-style-type: none"> <li>a. Check exhaust smoke, inlet piping, seals, gaskets and connections, element service indicator, rain cap and exhaust manifold system for gasket leaks and connections; tighten per specifications</li> <li>b. Check condition of pre-cleaner; clean and replace according to factory specifications</li> <li>c. Check condition of element housing, all plastic tubing and exhaust pipes; tighten as needed</li> <li>d. Check condition of air cleaner elements; change according to factory requirements</li> <li>e. Inspect turbo charger for free rotation, rotor housing contact, endplay, excessive noise and turbo oil leaks</li> <li>f. Inspect complete air intake and exhaust system including louvers or shutters for correct operation when generators are running</li> <li>g. Open and drain condensation traps</li> <li>h. Perform check of exhaust system temperature after engine is warm; include check of crankcase pressure</li> </ul>
5. Electrical	<ul style="list-style-type: none"> <li>a. Battery change at all sites during the first PM visit following award of contract</li> <li>b. Check battery water level; fill low cells</li> <li>c. Check all battery connections; clean and tighten as needed</li> <li>d. Check and record specific gravity of all batteries</li> <li>e. Inspect tension and condition of alternator or generator belts; tighten and adjust as needed</li> <li>f. Check condition and operation of switches</li> <li>g. Check operation of glow plugs</li> <li>h. Check operation and condition of run hour meter and record</li> <li>i. Check operation of voltage regulator</li> <li>j. Check for proper operation of starter motor</li> <li>k. Check operation of all indicator lamps; replace as needed</li> <li>l. Check battery charger output voltage and current; adjust as necessary to maintain battery charge without excessive water evaporation.</li> <li>m. All batteries shall be replaced during the first PM visit of a new contract and routinely replaced after 2.5 years of use.</li> </ul>
6. Power Coupling	<ul style="list-style-type: none"> <li>a. Check operation of flywheel clutch</li> <li>b. Adjust flywheel clutch as required by factory specifications</li> <li>c. Lubricate flywheel clutch as required by factory specifications</li> <li>d. Check for any unusual clutch noise</li> </ul>

<i>System</i>	<i>PM Tasks</i>
7. Generator Sets	<ul style="list-style-type: none"> <li>a. Check generator exciter system for proper operation</li> <li>b. Check generator bearings</li> <li>c. Check operation of meter panels</li> <li>d. Check voltage, voltage gain and voltage drop of voltage regulator; adjust as required by factory specifications</li> <li>e. Check condition and tightness of all generator bolts; tighten as needed</li> <li>f. Check generator housing condition</li> <li>g. Check operation of automatic start and stop</li> <li>h. Check and record operation of all safety shut offs to include LOW OIL (LO), OVER CRANK, and HOT WATER THERMOSTAT (HWT)</li> <li>i. Check operation of all pre-alarms to include LO and HWT</li> <li>j. Check operation of transfer switch to ensure that it automatically starts the generator and is transferring properly; includes but is not limited to fuses, control panels, terminals, wiring; replace low voltage (DC) battery once a year</li> <li>k. Check voltage sensor</li> <li>l. Check settling and drop of governor response</li> <li>m. Lubricate generator bearings in accordance with factory specifications</li> <li>n. Check oil level on governor; replenish as needed</li> <li>o. Test all alarms associated with emergency generator</li> </ul>

REPAIRS

The Contractor shall advise the County regarding any malfunctions or potential problems with equipment as detected during a PM inspection or service. If repairs are deemed as non-emergency by County staff, the Contractor shall provide a written estimate within 24 hours. No work can commence without written authorization from the County and cannot exceed the amount of the original estimate without additional approval by the County.

Emergency repairs are defined as those repairs required for sustaining the safety, health and welfare of the public as determined by County personnel. If repairs are deemed as emergency, the Contractor shall verbally consult with the County during the course of the repair and discuss the status after any and all service work is completed. The Contractor shall provide a written report to the County following the completion of the emergency repair. The County must approve and sign all reports.

The County reserves the right to bid all major repair work and to award a separate contract for such work. The Contractor will receive a copy of the solicitation to bid major repair work.

***E. ADD OPTIONS***

**FUEL SAMPLE**

The Contractor will take a fuel sample once a year for each unit (diesel units only) to identify water contamination, excessive particles or issues with lubricity specifications that could affect the performance of the fuel system components and cause premature failure. Task must be completed in the 3<sup>rd</sup> calendar quarter.

The Contractor will provide a report annually that details the findings of fuel testing in the fourth (4<sup>th</sup>) calendar quarter. The report will include recommendations on taking corrective action to improve fuel quality that may result in decreased performance or failure.

**INFRARED TESTING OF SWITCHGEAR**

The Contractor will conduct infrared testing on the automatic transfer switch (ATS) once a year for each unit (where applicable) to check the electrical system for faulty wiring, defective components and damaged switchgear not generally found during a physical inspection. Task must be completed in the 3<sup>rd</sup> calendar quarter.

SECTION II – BID PRICING FORM

**THE FOLLOWING BID IS SUBMITTED FOR THE PREVENTIVE MAINTENANCE AND REPAIR SERVICES – EMERGENCY GENERATORS INVITATION FOR BID FOR THE COUNTY OF POWHATAN, VIRGINIA**

**\*PRICES QUOTED SHALL BE FOB DESTINATION.**

Part A – Virginia Contractor’s Registration Number

<i>Name</i>	<i>License Number</i>	<i>Class</i>

**PRINT** legibly or provide a copy of current license.

Part B – Preventive Maintenance Price:

<i>Unit</i>	<i>Make</i>	<i>PM checks per Year</i>	<i>Unit Price</i>	<i>Total Annual PM Price</i>
Fighting Creek WWTP 3900 Old Plantation Rd	Caterpillar	4	\$	\$
Dutoy Creek WWTP 2040 Anderson Hwy	Kohler	4	\$	\$
Frisby’s Pump 2140 Anderson Hwy	Kohler	4	\$	\$
Yates Pond Pump 3700 Anderson Hwy	Caterpillar	4	\$	\$
Booster Station 2075 Carter Gallier Blvd	Caterpillar	4	\$	\$
Flat Rock Pump 2411-A Anderson Hwy	Caterpillar	4	\$	\$
Co. #1 Fire 3971 Old Buckingham Rd	Kohler	4	\$	\$
Animal Shelter 4000 Old Plantation Rd	Generac Guardian Elite	4	\$	\$

<i>Unit</i>	<i>Make</i>	<i>PM checks per Year</i>	<i>Unit Price</i>	<i>Total Annual PM Price</i>
Huguenot PSB * 1959 Urbine Rd	Caterpillar	4	\$	\$
Administration Bldg/EOC 3834 Old Buckingham Rd	Cummins/ Onan	4	\$	\$
Courthouse #1 3880 Old Buckingham Rd	Kohler	4	\$	\$
Courthouse #2 3880 Old Buckingham Rd	Kohler	4	\$	\$
Mobile Command Trailer Parked @ 3920 Marion Harland Ln	Cummins/ Onan	1	\$	\$
Light Tower Trailer Parked @ 3920 Marion Harland Ln	Terex	1	\$	\$
Co. #3 Fire 6377 Old Buckingham Rd	Kohler	2	\$	\$
Co. #4 Fire 1825 Huguenot Trail	Kohler	2	\$	\$
Co. #5 Fire 5631 Anderson Hwy	Kohler	2	\$	\$
Powhatan Volunteer Rescue Squad (Main) 3920 Marion Harland Lane	Kohler	2	\$	\$
Powhatan Volunteer Rescue Squad (Ballsville) 5901 Old Buckingham Road	Kohler	2	\$	\$
Powhatan Volunteer Rescue Squad (Fine Creek) 1804 Huguenot Trail, Powhatan	Kohler	2	\$	\$

\*Unit may or may not be included. Provide requested pricing for comparison.

<b>TOTAL BASE BID ANNUAL PREVENTIVE MAINTENANCE AND NEW BATTERIES AT ALL SITES AT 2.5 YEARS</b>	<b>\$</b>
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Part C – Hourly Rates for Repair Services:

<i>Time Type</i>	<i>Mechanic or Equivalent</i>	<i>Helper or Equivalent</i>
Regular	\$ per hour	\$ per hour
Overtime	\$ per hour	\$ per hour
Holiday	\$ per hour	\$ per hour

Part D – Add Options

<i>Unit</i>	<i>Make</i>	<i>Add Option 1 (Fuel Sample)</i>	<i>Add Option 2 (Infrared Testing)</i>
Fighting Creek WWTP 3900 Old Plantation Rd	Caterpillar	\$	\$
Dutoy Creek WWTP 2040 Anderson Hwy	Kohler	\$	\$
Frisby’s Pump 2140 Anderson Hwy	Kohler	\$	\$
Yates Pond Pump 3700 Anderson Hwy	Caterpillar	\$	\$
Booster Station 2075 Carter Gallier Blvd	Caterpillar	\$	\$
Flat Rock Pump 2411-A Anderson Hwy	Caterpillar	\$	\$
Co. #1 Fire 3971 Old Buckingham Rd	Kohler	N/A	\$
Animal Shelter 4000 Old Plantation Rd	Generac Guardian Elite	N/A	\$
Huguenot PSB * 1959 Urbine Rd	Caterpillar	\$	\$
Administration Bldg/EOC 3834 Old Buckingham Rd	Cummins/Onan	\$	\$
Courthouse #1 3880 Old Buckingham Rd	Kohler	\$	\$



<i>Unit</i>	<i>Make</i>	<i>Add Option 1 (Fuel Sample)</i>	<i>Add Option 2 (Infrared Testing)</i>
Courthouse #2 3880 Old Buckingham Rd	Kohler	\$	\$
Mobile Command Trailer Parked @ 1959 Urbine Rd	Cummins/Onan	N/A	N/A
Light Tower Trailer Parked @ 3971 Old Buckingham Rd	Terex	\$	N/A
Co. #3 Fire 6377 Old Buckingham Rd	Kohler	N/A	\$
Co. #4 Fire 1825 Huguenot Trail	Kohler	N/A	\$
Co. #5 Fire 5631 Anderson Hwy	Kohler	N/A	\$
Powhatan Volunteer Rescue Squad (Main) 3920 Marion Harland Lane	Kohler	\$	\$
Powhatan Volunteer Rescue Squad (Ballsville) 5901 Old Buckingham Road	Kohler	\$	\$
Powhatan Volunteer Rescue Squad (Fine Creek) 1804 Huguenot Trail, Powhatan	Kohler	\$	\$

\*Unit may or may not be included. Provide requested pricing for comparison.

<b>TOTAL BASE BID ADD OPTIONS</b>	<i>Add Option 1 (Fuel Sample)</i>	<i>Add Option 2 (Infrared Testing)</i>
	\$	\$

SECTION III - GENERAL TERMS AND CONDITIONSLAWS AND REGULATIONS

- a) The Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of Powhatan County and the Commonwealth of Virginia bearing on the performance of the Work and shall give all notices required thereby. The Contractor shall assure that all Subcontractors and tradesmen who perform Work on the project are properly licensed by the Department of Professional and Occupational Regulation as required by Title 54.1, Chapter 11, Articles 1 and 3 and by applicable regulations.
- b) 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, who perform any Work related to the Project shall comply with all of the said provisions.
- c) IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
- d) The provisions of all rules and regulations governing safety, as adopted by the Safety Codes Commission of the Commonwealth of Virginia, and as 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. Inspectors from the Department of Labor and Industry shall be granted access to the Work for inspection without first obtaining a search or administrative warrant.
- e) All rules, regulations, and terms associated with building Permits issued by Powhatan County are hereby incorporated in full into this contract.
- f) CONTROLLING LAW; VENUE: This contract is made, entered into, and shall be performed in the County of Powhatan, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from the IFB, its interpretations, or its performance shall be litigated only in the Powhatan County General District Court or the Circuit Court of the County of Powhatan, Virginia.

CONTRACTUAL DISPUTES (§ 2.2-4363, Code of Virginia)

- a) Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the Work upon which the claim is based. The filing of a timely notice is a prerequisite to recovery under this Section. Although the Contractor may be required to submit certain classes of claims prior to final payment, and the Contractor is not prevented from filing claims during the pendency of the Work, the County shall not be obligated to render a final written decision on any claim until after final payment. All claims shall be submitted along with all practically available supporting evidence and documentation.

- b) No written decision denying a claim or addressing issues related to the claim, if rendered prior to final payment, shall be considered a denial pursuant to this Section unless the written decision makes express reference to this Section and is signed by the County Administrator or her designee. The Contractor may not institute legal action prior to receipt of the County's final written decision on the claim unless the County fails to render such a decision within ninety (90) days of submission of the claim or within ninety (90) days of final payment, whichever is later.
- c) The decision of the County Administrator or designee shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in § 2.2-4364 of the Code of Virginia. Failure of the County to render a decision within 90 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the County's failure to render a decision within 90 days shall be the Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to § 2.2-4365 of the Code of Virginia has been established for contractual claims under this Contract. Pursuant to § 2.2-4366, Alternative Dispute Resolution, of the Code of Virginia, the County may enter into an agreement with the Contractor to submit disputes arising from the performance of this Contract to arbitration and utilize mediation and other alternative dispute resolution procedures. **However**, such procedures entered into by the County, or any department, institution, division, commission, board or bureau thereof, shall be non-binding and subject to § 2.2-514, as applicable.

#### SUBCONTRACTS

- a) The bidder shall, notify the County in writing of the names of all Subcontractors proposed for the principal parts of the Work. Where the specifications establish qualifications or criteria for Subcontractors, manufacturers, or individuals performing Work on the Project, the Contractor shall be responsible for ascertaining that those proposed meet the criteria or qualifications. The Contractor shall not employ any Subcontractor that the Owner may, within a reasonable time, object to as unsuitable.
- b) The Owner may select a particular Subcontractor for a certain part of the Work and designate on the Invitation for Bids that the Subcontractor shall be used for the part of the Work indicated and that the Subcontractor has agreed to perform the Work for the subcontract amount stipulated on the bid form. The Contractor shall include the stipulated amount plus his Contractor markups in the bid. In such case, the Contractor shall be responsible for that Subcontractor and its work and the Subcontractor shall be responsible to the Contractor for its work just as if the Contractor had selected the Subcontractor.
- c) The Contractor shall be fully responsible to the County for all acts and omissions of his agents and employees and all succeeding tiers of Subcontractors and Suppliers performing or furnishing any of the Work. Nothing in the Contract Documents shall create any contractual relationship between the County and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the County or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization, except as may otherwise be required by law.

- d) The Contractor shall be fully responsible for his invitees at the Site and for those of his Subcontractors, Suppliers, and their employees, including any acts or omissions of such invitees.
- e) The Contractor agrees that he alone is responsible for all dealings with his Subcontractors and Suppliers, and their subcontractors, employees and invitees, including, but not limited to, the Subcontractors' or Suppliers' claims, demands, actions, disputes and similar matters unless specifically provided otherwise by the Contract or by statute.
- f) No portion of the work shall be subcontracted without prior written consent of the County. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the County the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

#### INSPECTION

- a) All material and workmanship shall be subject to inspection, examination and testing by the County, authorized inspectors and authorized independent testing entities at any and all times during manufacture and/or construction. The County shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the Contractor shall promptly segregate and remove the rejected material from the Site. If the Contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the County may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the Contractor, or may terminate the right of the Contractor to proceed, the Contractor and surety being liable for any damage to the same extent as provided in this IFB.
- b) The inspection shall include a demonstration by the Contractor that all equipment, systems and operable components of the project function properly and in accordance with the Contract Documents. The Contractor shall furnish access for the inspection and testing as provided in these General Conditions.
- c) Approval of Work at or as a result of any inspection required herein shall not release the Contractor or his surety from responsibility for complying with the Contract.

#### GENERAL WARRANTY STATEMENT

All warranties shall commence from the date of the County's formal acceptance of the completed work. The bidder guarantees and warrants that all articles of construction, including all parts thereof, comply in all respects, or are fully equal to the standards and specifications called for in the Invitation for Bid.

WORK SITE DAMAGES

- a) Any damage to existing buildings, appurtenances, 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.
- b) The Contractor shall not be liable for acts or circumstances beyond their control.

AUDIT

- a) The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County of Powhatan, whichever is sooner. The County, its authorized agents, and/or auditors shall have full access to and the right to examine any of said materials during said period.

PROTECTION OF PERSONS AND PROPERTY

- a) The Contractor expressly undertakes, both directly and through his Subcontractors, every reasonable precaution at all times for the protection of all persons and property which may come on the Contractor's Site or be affected by the Contractor's Work.
- b) The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Any violation of these requirements or duties or any potential safety hazard that is brought to the attention of the Contractor by County, or any other persons shall be immediately abated.

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

- a) Bidders must show that he has obtained all the insurance required hereunder from an insurer authorized to do business in Virginia and such insurance has been approved by the County; nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until the same types of insurance in an appropriate amount have been obtained by the Subcontractor and approved by the Contractor. Approval of insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- b) The Contractor shall take out, and shall maintain in force at all times during the performance of the Work, Workers' Compensation and Employers' Liability Insurance for all of his employees engaged in the Work in an amount not less than the minimum required by § 2.2-4332 and § 65.2-100 et seq. of the Code of Virginia. In case any of the Work is sublet, the Contractor shall require each Subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in the Work. Prior to award of the Contract, the Contractor shall submit on the form provided by the Owner, Certificate of Coverage verifying Workers' Compensation coverage. The Contractor shall likewise obtain a Certificate of Coverage for Workers' Compensation coverage from each subcontractor prior to awarding the subcontract and shall provide a copy to the Owner.

- c) During the performance of the Work under this Contract, the Contractor shall maintain commercial general liability insurance to include Premises / Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability, and Personal Injury Liability, which shall insure him against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of general liability insurance shall be not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate combined limit. The County of Powhatan, its officers, employees and agents, shall be named as an additional insured with respect to the Work being procured.
- d) During the performance of the Work under this Contract, the Contractor shall maintain automobile liability insurance which shall insure him against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of automobile insurance shall be not less than **\$1,000,000** combined limit for bodily injury and property damage per occurrence.

#### NONDISCRIMINATION

- a) § 2.2-4311 of the Code of Virginia shall be applicable. It provides as follows:
  - 1. "During the performance of this 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, or 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 the requirements of this section.
  - 2. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor."
    - a. Where applicable, the Virginians with Disabilities Act and the Federal Americans with Disabilities Act shall apply to the Contractor and all Subcontractors.
    - b. Powhatan County does not discriminate against faith-based organizations as that term is defined in § 2.2-4343.1 of the Code of Virginia.

PROHIBITION OF ALCOHOL AND OTHER DRUGS

- a) § 2.2-4312 of the Code of Virginia shall be applicable. It provides as follows:
  1. “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 in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.”
- b) The Contractor shall also establish, maintain and enforce policies which prohibit the following acts by all Contractor, Subcontractor and Supplier personnel at the Site:
  1. The manufacture, distribution, dispensation, possession, or use of alcohol, marijuana or other drugs, except possession and medically prescribed use of prescription drugs; and
  2. The impairment of judgment or physical abilities due to the use of alcohol, marijuana or other drugs, including impairment from prescription drugs.

STANDARDS FOR MATERIALS INSTALLATION & WORKMANSHIP

- a) Unless otherwise specifically provided in the Contract, all equipment, material, and accessories incorporated in the Work are to be new and in first class condition.
- b) All workmanship shall be of the highest quality found in the construction industry in every respect. All items of Work shall be done by craftsmen or tradesmen skilled in the particular task or activity to which they are assigned. In the acceptance or rejection of Work, no allowance will be made for lack of skill on the part of workmen. Poor or inferior workmanship (as determined by the County or other inspecting authorities) shall be removed and replaced at Contractor's expense such that the Work conforms to the highest quality standards of the trades concerned, or otherwise corrected to the satisfaction of the County, or other inspecting authority, as applicable.

- c) Under the various sections of the plans or specifications, where reference is made to specific codes or standards governing the installation of specified items, installation shall in all cases be in strict accordance with the referenced codes and standards. Where no reference is made to specific codes or standards, installation shall conform to the generally recognized applicable standards for first-class installation of the specific item to be installed. Contractors are expected to be proficient and skilled in their respective trades and knowledgeable of the Virginia Uniform Statewide Building Code, Occupational Safety and Health Act (OSHA) and other codes and standards applicable to installations and associated work by his trade.

PAYMENTS BY CONTRACTOR (§ 2.2-4354, Code of Virginia)

**The Contractor shall:**

- a) Within seven (7) days after receipt of amounts paid to the Contractor by the Owner for Work performed by the Subcontractor or Supplier under this Contract,
- i. Pay the Subcontractor or Supplier for the proportionate share of the total payment received from the Owner attributable to the Work performed by the Subcontractor or the materials furnished by the Supplier under this Contract; or
  - ii. Notify the Subcontractor or Supplier, in writing, of his intention to withhold all or a part of the Subcontractor or Supplier's payment with the reason for nonpayment;
- b) Pay interest to the Subcontractor or Supplier on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Owner for Work performed by the Subcontractor or materials furnished by the Supplier under this contract, except for amounts withheld as allowed under subsection (1) (b) of this Section.
- c) Include in each of his subcontracts a provision requiring each Subcontractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower tier subcontractor. Each Subcontractor shall include with its invoice to, or request for payment from, the Contractor, a certification that that Subcontractor has paid each of its suppliers and lower tier subcontractors their proportionate share of previous payments received from the Contractor attributable to the Work performed or the materials furnished by it under this Contract.
- d) The Contractor's obligation to pay interest to the Subcontractor or Supplier pursuant to subsection (b) of this Section is not an obligation of the County. A modification to this Contract shall not be made for the purpose of providing reimbursement for such interest charge. A Contractor's cost reimbursement claim shall not include any amount for reimbursement of such interest charge.



CHANGES IN THE WORK

- a) The County may at any time, by a Contract Modification without notice to the sureties, make changes in the Work which are within the general scope of the Contract, except that no change will be made which will increase the total Contract Price to an amount more than twenty-five percent (25%) in excess of the original Contract Price without notice to sureties. At the time of contract signature, the Contractor and the County shall advise each other in writing of their designees authorized to accept and/or approve changes to the Contract and Price therein and of any limits to each designee's authority. The Contractor agrees and understands that the authority of the County is limited by Virginia Code § 2.2-4309.
- b) The Contractor shall review any County requested or directed change and shall respond in writing within five (5) calendar days after receipt of the proposed change, stating the effect of the proposed change upon his Work, including any increase or decrease in the Contract time and Price. The Contractor shall furnish to the County an itemized breakdown of the quantities and prices used in computing the proposed change in Contract Price.
- c) Allowable costs for changes in the Work shall not include the following:
  - i. Costs due to the negligence of the Contractor, any Subcontractor, Supplier, their employees or other persons for whom the Contractor is responsible, including, but not limited to, costs for the correction of Defective Work, for improper disposal of material, for equipment wrongly supplied, for delay in performing the Work, or for delay in obtaining materials or equipment.
- d) If the Contractor claims that any instructions given to him by the County, by drawings or otherwise, involve extra Work which increases the scope of the Contract, then, except in emergencies endangering life or property, he shall give the County written notice thereof. Said notice shall be given promptly enough to avoid delaying the Work and in no instance later than two (2) days after the receipt of such instructions. Should it not be immediately clear to the Contractor that the change involves extra Work outside the scope of the Contract, written notice shall be sufficient if given as soon as possible after such realization, but in no event later than five (5) days after the start of such Work. If the Owner agrees, a Contract Modification shall be issued as provided in these General Conditions.

TERMINATION BY OWNER FOR CONVENIENCE

The County may terminate this Contract, in whole or in part, at any time without cause upon giving the Contractor written notice of such termination. Upon such termination, the Contractor shall immediately cease Work and remove from the Site all of its labor forces and such of its materials as the County elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as the 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 the County's satisfaction; the Contractor shall receive as full compensation for termination and assignment the following:

- a) All reasonable expenses incurred by the Contractor. Contractor shall itemize and justify all claimed expenses.

- b) 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 or damages for lost profits or for any other type of contractual compensation or damages other than those provided by the preceding sentence. Upon payment of the foregoing, the County shall have no further obligations to Contractor of any nature.

#### OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE

- a) Prior to termination of the Contract, the County shall give the Contractor ten (10) calendar days written notice, during which the Contractor may rectify the basis for the notice. If rectified to the sole satisfaction of the County within said ten (10) days, the County may rescind its notice of termination. If not, the termination for cause shall become effective at the end of the ten (10) day notice period. In the alternative, the County may, in writing, postpone the effective date of the termination for cause, at its sole discretion, if it should receive reassurances from the Contractor that the basis for the termination will be remedied in a time and manner which the County finds acceptable. If at any time after such postponement, the County determines that Contractor 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, without the necessity of further ten (10) day notice, by notifying the Contractor in writing of the termination.
- b) If it should be judicially determined that the County improperly terminated this Contract for cause, then the termination shall be deemed to be a termination for the convenience of the County.
- c) Termination of the Contract under this Section is without prejudice to any other right or remedy of the County.

#### STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

Pursuant to § 2.2-4311.2 (B) of the Code of Virginia, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). 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 is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

#### 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 chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

#### EXTRA CHARGES NOT ALLOWED

The bid price shall be for complete service ready for the County's use, and shall include all charges; extra charges will not be allowed. The contractor will be responsible for obtaining and paying for all necessary permits, licenses, taxes and regulatory fees; such fees should be figured into the bid price.

### CONTRACTOR'S PERFORMANCE

The Contractor agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the contract. Goods and services must be delivered and rendered strictly in accordance with this bid and shall not deviate in any way from the terms, conditions, prices, quality, quantity, delivery instructions, and specifications and drawings of this bid.

### TAXES

- a) The Contractor shall pay all county, city, state and federal taxes required by law enacted at the time bids are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the County and the Contractor, as the taxes shall be an obligation of the Contractor and not of the County, and the County shall be held harmless for same by the Contractor.
- b) The County of Powhatan is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

### COLLUSION

By submitting a proposal in response to this Invitation for Bids, the Bidder represents that in the preparation and submission of this proposal, said Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person, Bidder or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or §§ 59.1-9.1 through 59.1-9.17 or §§ 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

### INDEMNIFICATION

The successful Bidder agrees to indemnify, defend and hold harmless the County of Powhatan including Powhatan Public County Schools, its officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the successful Bidder, provided that such liability is not attributable to the County's sole negligence.

### SEVERABILITY

Any written contract resulting from this IFB shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

APPROPRIATION

The obligation of County to make payments hereunder is subject to availability of annual appropriation of funds for such purpose. Notwithstanding the foregoing, County hereby represents and warrants that sufficient funds have been appropriated to cover payments under this Agreement for the fiscal year. County further agrees promptly to affirmatively seek authorization and approval for funding, including, if necessary, on an emergency basis, to pay when billed for the Services. In the event that County cannot procure or obtain lawfully appropriated and available budget authority for the Services, and notified Contractor in writing of such non-availability of funding, this Agreement may be terminated by County without further liability, except that County shall pay Contractor for all services provided by Contractor and accepted by County up to and including the date of termination.

ASSIGNMENTS

Neither party to the Contract shall assign the Contract in whole or any part without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the prior written consent of the County. Consent to assignment shall not be unreasonably withheld. No assignment shall relieve any party from its obligations under the Contract.

COOPERATIVE PROCUREMENT

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions, and localities of the Commonwealth of Virginia with the consent of the contractor.

METHOD OF PAYMENT

The Contractor will be paid 45 calendar days after receipt of a complete and correct invoice.

All invoices shall be submitted to:

Mark Piper, Department of Facilities/ Grounds Director  
Public Works Department  
2322 Skaggs Rd  
Powhatan, VA 23139