

**KING WILLIAM COUNTY  
HVAC SERVICES**

**INVITATION FOR BIDS  
#IFB-2017-017**

King William County is now accepting competitive sealed bids to establish a term contract with a qualified contractor to provide maintenance and repairs of heating, ventilation, and air conditioning systems for all King William County buildings. Sealed bids will be received at the King William County Department of Financial Services until Tuesday, April 18, 2017 at 10 AM, at which time they will be publicly opened and read.

**I. SCOPE OF WORK**

The successful Bidder, hereinafter the “Contractor”, shall furnish all parts, materials, labor, supervision, test equipment, tools, programming material and all related items required to provide for effective and economical operation of HVAC systems including but not limited to (1) preventative maintenance, (2) repairs, and (3) emergency services and repairs and (4) water treatment services.

A. Work Hours: The buildings shall remain occupied during normal business hours, which are 8:30AM to 4:30 PM. Monday thru Friday, except during State holidays. County shall allow the Contractor to perform their scheduled maintenance work during these normal business hours and anticipates some minor disruptions.

B. The Contractor shall contact King William County Public Works upon arrival at any County Building.

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

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

E. Contractor shall start-up, check out and demonstrate to the County’s satisfaction that all work has been completed in accordance with the terms and conditions of the contract and that the system is fully operational and in compliance with all local, state, and federal codes and permits.

F. Preventive Maintenance Scheduling: The Contractor will be expected to adhere to the County's planned preventive maintenance schedule already in effect, and shall schedule preventive maintenance tasks with the approval of the County.

G. The Contractor shall provide a written report within ten (10) days of completion of each PM service identifying the sites, date(s) service was performed and equipment condition. This report shall also include recommendations for any major repairs or modifications which would enhance the operation of the equipment including an estimate of the number of man hours and cost to accomplish the recommended work.

H. Maintenance checklist items that require repair and/or replacement shall be repaired or replaced in accordance with the time and materials provisions of the contract.

I. **MAINTENANCE OF EXISTING HVAC SYSTEMS**

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

1. HVAC Equipment to be covered:

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

2. Equipment Not Included:

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

The Contractor shall provide the County with a report of any work that is outside the scope of this specification that is in need of attention, and that may include such equipment as outlined above. The Contractor shall only complete work that is outside the scope if approved by the County, in writing, prior to commencement of the work. This specification covers only that equipment associated with each building listed in Appendix A, and in the event the system is altered, changed, or if any equipment is added, then that portion shall be added or deleted as required and will be in accordance with this specification.

### 3. Services Included:

The general services listed below shall apply to all County HVAC systems and equipment. This preventative maintenance work shall be provided no less than four times per year, including start-up and shut down if applicable.

- Examining each piece of equipment and device to see that it is functioning properly and is in good operating condition, and is operating as designed by the manufacturer/vendor.
- Cleaning all components of dust, old lubricants, etc. to allow the equipment to function as designed.
- Lubricating all equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.
- Adjusting all linkages, motors, drives, etc. that have drifted from the initial design settings and positions.
- Calibrating all sensing, monitoring, output, safety, and readout devices for proper ranges, settings, and optimum efficiencies.
- Install and regularly change all filter media at a frequency dictated by dirt conditions generally accepted. Air filter replacement to include pre-filters, frame filters, fan coil filters, automatic roll type filters, and bag filters (as required)
  - Filter media (frame or roll type systems) with an average AFI gravimetric rating of not less than 70% efficiency.
  - Filter media shall be standard polyester fiber and will be bonded together preventing fiber shredding and blow through for maximum efficiency and will be of the fire retardant type of at least a Class 2 rating.
  - Roll media in varying widths, and in dry and tackified polyester or roll type filters.
- Testing and cycling all equipment as a system after it has been cleaned, lubricated, adjusted and calibrated to assure that it operates to original design specifications.
- Performing periodic vibration analysis of the equipment to be maintained. This analysis will be made on all equipment in excess of 1 HP and documented in a written or electronic report.
- Performing boiler flue gas analysis during heating season switch over with an Electric Flue Gas Analyzer to determine the proper energy efficiency of the boiler burner system to maximize efficiency documenting same in written report form.
- Using an infrared scanner for a site inspection at least semi-annually to evaluate the condition of all portions of mechanical system to include motors, pumps, chillers, boilers, motor starters and electrical panels for proper predictive/preventive maintenance. Reports not required.
- The mechanical preventative maintenance pricing in the Lump Sum bid, part A, page 16, shall include, at no additional cost to the County labor, and materials necessary to make the preventative repairs, as approved by the County, as well as the items listed below. All other parts needed during preventative maintenance will be charged at the parts rate on page 16, Lump Sum Bid, Part C.
  - Belts
  - Heating Coils; (cleaning only)
  - Cooling Coils; (cleaning only)
  - Air Filters

- Water Treatment Services
  - Supply and install water treatment equipment at the King William County Courthouse to include: silver bullet water treatment system, megaton SS automatic blowdown controller, LMI chemical feed pumps, and 20 gallon double wall spill containment tanks. The equipment will remain the property of the Contractor.
  - Maintain loaned water treatment equipment, providing repairs for normal wear on Silver Bullet System at no additional cost to County.
  - Inspect and calibrate loaned water treatment equipment during regular service calls. County agrees to inspect water treatment systems regularly and notify Contractor of problems or concerns.
  - Supply appropriate water treatment chemicals monthly to treat system installed.
  - Repair on-site water treatment equipment if possible.
  - Prepare water analyses and submit written report to County for each service visit.

#### 4. Service and Maintenance Records:

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

**J. REPAIRS OF EXISTING EQUIPMENT AS NEEDED:**

Contractor will be required to provide repairs to existing HVAC equipment, as needed and as approved by the County, at time and materials cost listed in Lump Sum Bid, Part B, page 16. Parts and materials associated with repairs shall be charged per bid documents. The County may request an estimated project cost prior to starting a particular work order. Work orders should not be performed by the contractor until approval has been given by King William County Director of Public Works.

**K. ON-CALL SERVICE:**

On-call service shall be provided 24 hours a day to minimize downtime and inconvenience.

Response Time: All service delivery must be performed within the time frames stated below:

- Standard Services – Contractor shall respond to all standard on-call service requests within 2 hours and have staff on-site within 4 hours. Completion time will be based on the nature of the work.
- Emergency Services – Contractor shall respond to all emergency service requests within 1 hour and have staff on-site within 2 hours of initial contact. Emergency Services are defined as work required to correct any problems that disrupt the County staff's normal operations. County will note at time of contact whether a services request is an emergency or not.

Contractor shall provide cost estimates for all major repairs needed. Work shall be approved by the County, prior to Contractor beginning work.

Contractor shall provide two (2) local or toll free phone numbers. These phones must be answered by a person under the direct employment or supervision of the Contractor and the person must be trained on HVAC systems and their operation. An answering service is not sufficient.

All labor provided for on-call services shall be paid at an hourly rate. Contractor shall try to complete work during the service call in order to prevent follow up work. If follow up work is required to correct recent work, including improper repairs, installation, or substandard parts, the County shall not be charged.

**L. PARTS:**

The Contractor shall include in their bid in Attachment A, Part A, Preventative Maintenance, the cost of any parts listed in I. 3. Services Provided and other supplies necessary to maintain the mechanical systems and equipment as listed in Appendix A.

Any parts and materials falling outside the scope of the requirements shall be provided by the Contractor at a discount off of list price, listed in Attachment A, Part C. All replacement parts shall be with new parts. All labor for installing parts and materials falling outside the scope of the requirements shall be billed at the hourly rate.

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

M. **TEMPERATURE CONTROL MAINTENANCE:**

**1. General:**

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

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

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

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

**2. Predictive Maintenance:**

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

**3. Component Replacement:**

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

II. **INSTRUCTIONS TO BIDDERS**

A. Sealed Bids must be delivered and addressed to the King William County Department of Financial Services, Attention: Beth Dandridge, 180 Horse Landing Road #4, King William, VA 23086 on or before the closing date and time of Tuesday, April 18, 2017 at 10 AM. Bids are to be submitted in sealed envelopes marked "**Sealed Bid – HVAC SERVICES, IFB 2017-017**". Bids not received by this date and time will be deemed undelivered and not accepted. Any Bidder who wishes his bid to be considered is responsible for making certain that his bid is received at the stated location by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. The receiving time in the Department of Financial Services will be the governing time for acceptability of bids. Bids must bear original signatures and figures. Bids must be submitted on preprinted Bid Forms supplied by the County and duly executed in accordance with the instructions on the Bid Form. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the

person who signs bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

B. Bids are opened publicly immediately after the stated deadline. Interested parties are invited to attend the bid opening. A tabulation of bids received will be available within a reasonable time after the bid opening. Bid results will be faxed or mailed to interested parties upon request.

C. Bidders' authorized representatives may withdraw bids only by written request received before the Bid Submittal Deadline. Unless otherwise stated in the published Invitation for Bids, Bidders may not withdraw their bids for a period of sixty calendar (60) days after the Bid Submittal Deadline.

D. By submitting a bid the bidder agrees and warrants that it has examined all the contract documents and if appropriate, the subject of the contract and where the specifications require a given result to be produced, that the specifications are adequate and the required results can be produced under the specifications in the contract. Omissions from the specifications shall not relieve the bidder from the responsibility of complying with the general terms of the contract as indicated by the specifications. Once the award has been made, failure to have read all the conditions, instructions and specifications of the contract will not be cause to alter the original contract or proposal or for the bidder to request additional compensation.

E. Bidders shall notify Beth Dandridge promptly of any error, omission, or inconsistency that may be discovered during examination of the solicitation. Requests for interpretation, correction, or clarification shall be made in writing either by mail to King William County Department of Financial Services c/o Beth Dandridge, 180 Horse Landing Road #4,, King William, VA 23086 or faxed to (804) 769-4964 or by email to bdandridge@kingwilliamcounty.us. All such notifications or questions shall arrive at least seven (7) working days before the Submittal Deadline. Any questions received after the deadline will not be addressed. Bidder's company name, address, phone and fax number, and contact person must be included with the questions or comments. Oral questions may be presented at any pre-bid conference held for this solicitation. All clarifications, corrections, or changes, to the solicitation documents will be made by Addendum *only*. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-bid conference. Interpretations, corrections, and changes shall not be binding on the County unless made by Addendum. All Addenda issued shall become part of the contract documents. Addenda will be provided to bidders by posting on the County's website. It is the Bidders sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum. For this solicitation comments or questions will be accepted in writing through the end of the business day Thursday, April 6, 2017. Written responses in the form of an addendum will be posted on the County's website, on or before Friday, April 7, 2017.

F. Potential bidders needing special assistance under the Americans with Disabilities Act shall contact Beth Dandridge at 804-769-4965 or bdandridge@kingwilliamcounty.us. Every reasonable effort will be made to allow every qualified bidder to participate in the competitive process.

G. King William County reserves the right to accept or reject any or all bids or portions of any bid and to reissue said bid. The County reserves the right to waive irregularities provided they do not affect the price, quality, quantity or delivery schedule of what is offered.

H. King William County may make such reasonable investigations as deemed proper and necessary to determine the ability of a bidder to perform. 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 the bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. Further, the County 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.

I. By submitting a bid, 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.

J. 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; it 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, may be accepted.

K. Bidders organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include the identification number issued to it by the State Corporation Commission. Any bidder 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 a statement describing why the bidder or offeror is not required to be so authorized. A form for this purpose is included in this solicitation as Attachment \_\_\_\_.

L. All bidders submitting a bid to the county are subject to the decision of the County as to the quality of what is offered, responsiveness of the bid or proposal and the responsibility of the bidder. The purchasing agent, administrator, or public body as the case may be, in their sole discretion, will evaluate bids and in all cases the decision made shall be final. Every bidder submitting a bid or proposal agrees to abide by the decisions of such officials and all the terms of the County purchasing policy as a condition precedent to the submission of the bid.

M. The following factors shall be considered in addition to price when determining the lowest responsible bidder and the responsiveness of the bid:

1. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;



3. The character, integrity, reputation, judgement, experience, and efficiency of the bidder;
4. The quality of performance of previous contracts or services;
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
6. The sufficiency of financial resources and ability of the bidder to perform the contract or provide the service;
7. The quality, availability and adaptability of the goods or services to the particular use required;
8. The ability of the bidder to perform future maintenance and service for use of the subject of the contract;
9. The number and scope of conditions attached to the bid; and
10. Any other condition or criteria included in the request for bids or the instructions to bidders.

N. The firm, corporation or individual name of the bidder must be signed in ink to any proposals or bids submitted. In the case of a corporation, the title of the officer signing must be stated and each officer must be thereunto duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner".

O. If the lowest acceptable bid exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds. The negotiations shall be confined to a reduction in the contract price and shall not deal with changes in the contract requirements.

P. The contract will be awarded or the bids rejected as soon as reasonably possible, but not later than sixty (60) days after the date of opening bids, unless the period for acceptance is otherwise extended at the request of the County and agreed to in writing by one or more bidders who wish to remain in consideration. Upon award of the contract to a bidder, such bidder shall enter into the contract by executing the contract and by furnishing any bonds for payment and performance specified herein and Certificate(s) of Insurance required to be procured by the contractor within ten (10) calendar days after the date of the award or within such further time as the County may allow. Failure by the successful bidder to enter into a written contract and furnish required bonds and certificates within the allotted time shall cause the successful bidder to forfeit the full amount of any required bid guarantee to the County. A notice to proceed will be issued by the County within five (5) days of execution of the contract and furnishing of required documentation by the successful bidder.

Q. A Certificate(s) of Insurance shall be required within ten (10) days of the date of the award or before start of work, whichever comes first, demonstrating insurance coverage as specified in the contract documents. The certificate(s) must contain a provision stating that the coverages will not be canceled unless a minimum of fifteen (15) days prior written notice has been given to the County and be accompanied by necessary endorsements of the referenced policies.

### III. SPECIFIC TERMS & CONDITIONS

- A. A **mandatory** pre-bid conference will be held on Tuesday, April 4, 2017 at 8:30 AM at 180 Horse Landing Road, King William, VA 23086 in the Board Room. This will be the only site tour provided. All contractors should attend.
- B. The proposed contract is enclosed and contains the terms and conditions that will be binding on the successful bidder. The final format must be approved as to form by the County Attorney.
- C. Insurance requirements are listed in Attachment C. The successful bidder/contractor certifies that the contractor and any subcontractors will maintain the insurance coverage required during the entire term of the contract and that all insurance will be provided by insurance companies authorized to sell insurance by the Virginia State Corporation Commission.
- D. Payment will be made as follows: Within thirty days of presentation of invoice for work completed or on monthly invoice for preventive maintenance.
- E. Work authorization: No work shall be performed under this contract until the Contractor has been issued a written Notice to Proceed and has been contacted by the Director of Public Works or such person or persons as authorized by the County. A list of authorized personnel will be provided to the successful Contractor.
- F. 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 construction site or be affected by the Contractor's operation in connection with the work.
- G. Maintenance Technician's Qualifications: The Contractor shall employ sufficiently qualified technicians who can arrive on the site within the specified time period. The service technicians assigned to maintain the systems shall be qualified to service the equipment type under contract.
- H. Inventory and Test Equipment: To ensure timely availability in emergency situations, the Contractor shall maintain or have access to an adequate inventory of standard new replacement parts for common components in the County's systems under contract within 24 hours, and will demonstrate that they own the proper tools and test equipment to maintain all the systems and equipment under contract. For mechanical equipment, the Contractor must own and be able to document the use on other contracts the following tools and test equipment; combustion efficiency test equipment, infrared scanner, water treatment chemical drop test kit, conductivity tester, refrigeration oil test kit, electronic refrigeration leak detector, velometer, amprobe, refrigeration recovery equipment.
- I. Additional qualifications of bidders will include:
- A minimum Class A Contractors License through DPOR with classification in Heating Ventilation and Air Conditioning.
  - Have been in business for at least the last five years providing services as described in this document.

- Maintain a shop or branch within 50 miles of the County Complex, located at 180 Horse Landing Road, King William, VA 23086, staffed with qualified personnel, tools and equipment required to perform services as specified, or the ability to secure parts or equipment within reasonable period of time.
- Have satisfactory work experience of similar size and complexity or larger in the past two years.
- Have the proper equipment, tools, knowledge and certification to work on brand products in Appendix A-Equipment List.

**IV. GENERAL TERMS & CONDITIONS**

A. In accord with Section 2.2 – 4343.1 of the Code of Virginia, King William County does not discriminate against faith-based organizations in procuring goods or services and both the County and any contracted faith-based organization will comply with the provisions of that section.

B. During the performance of any contract issued pursuant to this bid, the Contractor agrees as follows:

1. 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 related to 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.
2. 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.
3. 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.

The Contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. With the following exceptions, procurement documents are subject to the Virginia Freedom of Information Act:

1. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection.
2. Bid and proposal records shall be open to public inspection only after award of the contract. Any bidder or offeror may be allowed to inspect the bid or proposal records after bid

opening or after the evaluation and negotiation of proposals are completed, and prior to award unless the County decides not to accept any bids or not to accept any of the proposals and to reopen the contract.

3. Trade secrets or proprietary information submitted to the County are not subject to disclosure if requested by the person submitting such information prior to or upon submission of the data or other materials. Any such request must identify what is to be protected and state the reasons therefor.
4. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions imposed by the Purchasing Agent to insure security and integrity of the records.

D. By submitting a bid, bidders certify that they do not and will not, during the performance of an awarded contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

E. During the performance of and awarded 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 paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor pursuant to this bid, 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.

F. Any business entity including those described in Subparagraph K of the Instructions to Bidders that enters into a contract shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

G. King William County (Federal I.D. #54-6001376) is exempt from Federal, State and local taxes. Taxes included on invoices will be deducted from the payment amount. Tax-exempt forms will be completed for a vendor upon request.

H. The contractor agrees to indemnify, defend, and hold harmless King William County, its governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind or nature

resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Contractor's negligent acts, errors, omissions, related to the provision of services and/or products specified under the contract provided that such liability is not attributable to the County's sole negligence. The amount and type of insurance coverage requirements set forth herein, or lack thereof, will in no way be construed as limiting the scope of indemnity as stated in this paragraph.

V. **SPECIAL PROVISIONS FOR MATERIALS & EQUIPMENT**

A. Authorized Distributor: Successful Bidder must be an authorized distributor for the product he offers, or with his bid he must submit documentation from an authorized distributor that he has purchased the specified product/equipment from that distributor and that the distributor will honor all of the manufacturer's warranties.

B. Compliance with OSHA: Successful Bidder warrants that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the King William County harmless for any failure to so conform.

C. New and Unused: Unless specifically provided to the contrary in the solicitation, all materials and equipment shall be new and unused and of the current production year.

D. Warranty, Manufacturer: Manufacturer shall fully warrant all materials and equipment furnished under the terms of this contract against defects in material and workmanship for a period of not less than ***one (1) year*** from the date of final acceptance by the County. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of County operations.

E. Warranty, Successful Bidder: Successful Bidder shall fully warrant all materials and equipment furnished under the terms of this contract, against defects in material and workmanship for a period of not less than ***one (1) year*** from date of the final acceptance by King William County. While under warranty, successful Bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of County operations.

**KING WILLIAM COUNTY EQUIPMENT LIST  
APPENDIX A**

<b>Location/Address</b>	<b>Qty</b>	<b>Manufacturer/Equip Type</b>	<b>Model #</b>	<b>Description</b>
<b>Administration Building</b> 180 Horse Landing Road King William, VA 23086	3	Carrier	38AQ016-520	Split heat pump
	4	Carrier	50TCQD12D2A5-0F0A0	Package heat pump
	1	LG	LSU024HEV	Ductless split heat pump-communication room
<b>Colonial Courthouse, Museum, and Jail</b> 75 Horse Landing Rd. King William, VA 23086	1	Carrier	38AUQA08A05A0A0A0	Split heat pump-Colonial Courthouse
	1	Rheem	RPKB-048JAZ	Split heat pump-museum
	1	Rheem	RPKA-035JAZ	Split heat pump-museum
	2	Arcoaire	NXH518GKA100	Split heat pumps-Old Jail
<b>Parks &amp; Recreation</b> 330 Recreation Lane Aylett, VA 23009	1	Carrier	25HBB330A003	Split heat pump
	1	Rheem	RPPB-036JAZ	Split heat pump
<b>McAllister Building</b> 172 Courthouse Lane King William, VA 23086	1	American Standard	WCC018F100B	Package heat pump-exhaust fans (4)
	3	American Standard	WCD036C300B	Package heat pump-greenheck
	1	American Standard	WCDO48C300B	Package heat pump
	1	American Standard	WCD060C300B	Package heat pump
	1	Lennox	KHA120S4BN1Y	Package heat pump
<b>Juvenile Court Services Building</b> 41 Horse Landing Rd. King William, VA 23086	1	Trane	4TWR4048D1000AA	Split heat pump
<b>Regional Animal Shelter</b> 20201 King William Rd. King William, VA 23086	2	Trane	2TWB3048A1000AA	Split heat pump with UV disinfection
	1	Trane	2TWB3030A1000AA	Split heat pump with UV disinfection
	1	Trane	2TWB3024A1000AA	Split heat pump with UV disinfection
<b>Courthouse Building</b> 351 Courthouse Lane, King	1	Venmar/ERU	1-9616	Mezzanine area
	1	Venmar/ERU	1-9316	Mezzanine area

William, VA 23086	2	Dayton		Electric unit heaters – Mechanical room
	18	Mammoth		WSHP
	1	Recold	MW-30C	Fluid cooler – outside rear of building
	1	Larrs	SMB-200LP	Gas boiler – Mechanical room
	1	State	SBS10075PE	Gas water heater – Mechanical room
	1	Watts	909-OTRP2	Backflow preventer- Mechanical room
	1	LG	LSU360HV3	Ductless split system – Computer room
	1	Mitsubishi	PUY-A36NHA	Ductless split system – 911 Computer room
	2	Armstrong	T557	Circulator pumps-Mechanical room
	1			Closed loop system
	1	HTP	EL-150N	Gas Boiler

**KING WILLIAM COUNTY  
 BID FORM  
 ATTACHMENT A**

County of King William  
 Department of Financial Services  
 180 Horse Landing Road #4  
 King William, Virginia 23086

[This Bid Form must be completed in blue or black ink or type written and executed by the duly authorized agent of the Bidder.]

The undersigned hereby proposes to furnish all labor, supervision, equipment, tools, parts, materials, test equipment, programming material and all else necessary, to provide for the effective and economical operation of HVAC systems for King William County, Virginia (hereinafter referred to as the “County”), and complete corresponding work associated with this project as specified in IFB #2017-017 and to abide by all of the terms, conditions and specifications included in IFB #2017-017 and any subsequent addenda at the prices provided below:

**LUMP SUM BASED BID**

<b>Item #</b>	<b>Description</b>	<b>Price per unit</b>
<i>Part A</i>	<i>Preventative Maintenance</i>	<i>Per Year</i>
1.	Administration Building	\$
2.	Colonial Courthouse, Museum, and Jail	\$
3.	Parks and Recreation	\$
4.	McAllister Building	\$
5.	Juvenile Court Services	\$
6.	Regional Animal Shelter	\$
7.	Courthouse Building	\$
	Grand Total of Part A (Items 1-7)	\$
<i>Part B</i>	<i>Water Treatment Services</i>	
1.	Supply and Install water treatment equipment-one time	\$
2.	Monthly service calls per month	\$
<i>Part C</i>	<i>Hourly Rates for Repairs</i>	<i>Per Hour</i>
1.	Hourly Rate for Repairs during business hours (Mon-Fri, 7:30 am – 4:30 pm)	\$
2.	Hourly Rate for Repairs during weekends, holidays and after hours	\$
3.	Materials and Supplies for Repairs, Discount off of list price	%



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

BY: \_\_\_\_\_  
Signature in ink

Print Name: \_\_\_\_\_

TITLE: \_\_\_\_\_

Contact telephone No: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_

**REFERENCES**

Offerors shall supply three (3) references that list a brief description of the same type of work and requirements for area(s) of similar size or larger, satisfactorily completed with dates of continuous service or contract period, location, names, addresses, and phone numbers of Owners. Offerors shall only indicate references they have worked with a minimum of two (2) year. A separate page of references is acceptable if needed for additional space.

Reference #1

Name of County, City, Agency or Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact with Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Types of services provided: \_\_\_\_\_  
\_\_\_\_\_

Contract Dates: From \_\_\_\_\_ To \_\_\_\_\_

Reference #2

Name of County, City, Agency or Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact with Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Types of services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Dates: From \_\_\_\_\_ To \_\_\_\_\_

Reference #3

Name of County, City, Agency or Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact with Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Types of services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Dates: From \_\_\_\_\_ To \_\_\_\_\_

**VIRGINIA STATE CORPORATION COMMISSION  
IDENTIFICATION NUMBER REQUIRED  
ATTACHMENT B**

A bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its bid the identification number issued to it by the Virginia State Corporation Commission. Any bidder 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 a statement describing why the bidder is not required to be so authorized.

Any bidder described in the immediately preceding paragraph that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent.

Identification # Issued by the State Corporation Commission: \_\_\_\_\_

If you are not required to be so authorized, please state reason:

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**INSURANCE SPECIFICATIONS  
ATTACHMENT C**

The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Automobile Liability, either individually or in combination with Excess/Umbrella Liability, must total \$1,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the County of King William. The policies shall be endorsed to be primary with respect to the additional insured.

The successful bidder shall carry Commercial General Liability Insurance in the amount specified below, including contractual liability assumed by the successful bidder, and shall deliver a Certificate of Insurance together with necessary policy endorsements from carriers licensed to do business in the Commonwealth of Virginia. The Certificate shall show the County of King William named as an additional insured for the Commercial General Liability and Umbrella/Excess Liability coverage if such coverage is used to meet the specified amount of insurance. The contract includes the following indemnification agreement: “The contractor agrees to indemnify, defend, and hold harmless King William County, it’s governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys’ fees, or actions of any kind or nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Bidder’s negligent acts, errors, omissions, related to the provision of services and/or products specified under the contract provided that such liability is not attributable to the County’s sole negligence.”

The County makes no representation or warranty as to how the successful bidder’s insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the above indemnification provisions do not limit the successful bidder’s responsibilities outlined in the contract.

Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers’ compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

**LIMITS:**

Worker’s Compensation	State of Virginia Requirements (Note 3)
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 annual aggregate
Automobile Liability	\$1,000,000 per occurrence
Professional Liability (E/O)	\$1,000,000 per occurrence (If stated as being required in the Specific Terms & Conditions)
Construction	If stated as being required in the Specific Terms & Conditions, all risk builders risk on the completed value of all such work, with exclusions for design or defects removed by policy endorsement

**KING WILLIAM COUNTY  
SAMPLE CONTRACT FOR HVAC SERVICES  
ATTACHMENT D**

IFB No. 2017-017

This Contract entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, hereinafter called the "Contractor" and the County of King William, hereinafter called the "County".

**WITNESSETH** that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF WORK:** The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, equipment and other services to complete the work in strict conformance with the Contract Documents hereinafter enumerated.

**COMPENSATION AND METHOD OF PAYMENT:** The contract amount is \_\_\_\_\_ based upon the bid of Contractor accepted by County. The Contractor shall be paid by the County as stated in the Specific Terms and Conditions.

**WARRANTY:** In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall be effective for one (1) year from the date of final acceptance of the work.

The Contractor shall remedy, at the Contractor's expense, any failure to conform to the contract requirements, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to County owned or controlled real or personal property when the damage is the result of:

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

Contractor shall not be liable for the repair of any defect of material or design furnished by the County nor for the repair of any damage that results from any defect in County furnished material or design, nor from pre-existing structural defects.

Notwithstanding any provisions herein to the contrary, the warranty period relates only to the specific obligation of the Contractor to correct the work, and has no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.

**INDEMNIFICATION:** The Consultant agrees to indemnify, defend, and hold harmless King William County, it's governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind or nature

resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Consultant's negligent acts, errors, omissions, related to the provision of services and/or products specified under the contract provided that such liability is not attributable to the County's sole negligence. Compliance by the Consultant with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

**MODIFICATION OF CONTRACT:** The County may, upon mutual agreement with the Contractor, issue written modifications/change orders to the terms of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$25,000 or 25%, whichever is greater, without the advance approval of the Board of Supervisors. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the County.

- a. The written modification shall stipulate the mutually-agreed price for the specific addition to/deletion from the scope of work/specifications which shall be added to or deducted from the contract amount;
- b. The written modification shall stipulate the number of unit quantities added to/deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount;
- c. The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as the County may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by the County and the Contractor.

**RENEWAL OPTIONS:** Two (2) one year renewal options.

**CONTRACT DOCUMENTS:** The Contract Documents shall consist of this signed Contract and the following component parts, all of which are hereby made a part hereof as if set out in full:

- 1. Advertisement for Bids
- 2. Invitation for Bids No. 2017-017 including all attachments thereto.
- 3. Bid Proposal
- 4. Certificate of Insurance
- 5. Notice to Proceed
- 6. Change Orders/Modifications (if any)

ADDENDA:

- No. \_\_\_\_\_, dated \_\_\_\_\_
- No. \_\_\_\_\_, dated \_\_\_\_\_
- No. \_\_\_\_\_, dated \_\_\_\_\_
- No. \_\_\_\_\_, dated \_\_\_\_\_

**CLAIMS:** All contractual claims, whether for money or 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 shall have been given at the time of the occurrence or the beginning of the work upon which the claim is based. All claims shall be made in accordance with Virginia Code Section 15.2-1243 et seq. and the Board

shall render a final decision in writing with regard to any such claim, not later than sixty (60) days subsequent to receipt of any such claim in writing by the County Administrator.

**IN WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

COUNTY OF KING WILLIAM:

BY \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE Mark K. Reeter, County Administrator

DATE \_\_\_\_\_

DATE \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Daniel M. Stuck, County Attorney

\_\_\_\_\_  
DATE