



Dinwiddie County Procurement

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Dinwiddie, VA 23841

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www.dinwiddieva.us/purchasing

ADDENDUM #1

Date: November 16, 2022

Request for Proposals # 23-102722

Replace VAV Controllers at Pamplin Building

Deadline: November 29, 2022 at 2 p.m.

TO ALL POTENTIAL BIDDERS:

The following information is being provided for purposes of clarification or in response to questions received from potential offers. In the event that any of these specifications conflict with previous specifications, the specifications in this addendum shall control. Prepare your proposals accordingly:

1. The attached Federal Terms and Conditions shall apply to this solicitation. The Davis-Bacon Act does not apply to this project.
2. Pre-Proposal Attendance Sheet is attached.
3. The County's current HVAC Maintenance Contractor is Warwick Mechanical Service. The selected vendor shall work with Warwick as needed on this project.
4. Building drawings are attached to include the original drawings and recent renovation drawings.
5. Pictures of the existing VAV boxes are attached.
6. A laptop will be provided by the County and placed in the mechanical room for easy access.
7. Contractor shall provide new smart-vue or comparable thermostats.
8. Contractor shall provide a control point and relay to enable/disable control of the radiant heaters.
9. Please include the option to have thermostats equipped with CO2 and Humidity monitors.

10. Question: RFP request new control wiring - after site visit it was discuss that existing thermostat wiring could be reused if compatible with new VAV controls. Can you please confirm this is the intent of Dinwiddie County.

Answer: Yes, if existing wiring is compatible it can be reused.

11. Question: Currently the following equipment is not on the DDC system - (2) rooftop package units and (2) split systems. Is it the intent of the County to add these units to the DDC system?

Answer: Rooftop unit should already be on the system. The other units have their own thermostats are and are self-controlled. Only monitoring thermostats were going to be added (if they are not already there).

12. Question: Cabinet unit heaters located in foyers & hallways are not currently on the DDC system. Is it the intent of the County to add these units to the DDC system?

Answer: No.

13. Question: Currently County Facility Staff can not view DDC system onsite - Is the intent of the County for contractor to provide a Laptop or Touchscreen monitor to be installed for local access?

Answer: See item 6 above.

14. Question: What is the total count of perimeter heaters located in rooms?

Answer: See attached drawings.

15. Question: What is the total number of foyer & hallway heaters?

Answer: See attached drawings.

16. Question: How many DDC humidity sensors are there currently installed and locations?

Answer: To our knowledge there are no humidity sensors. See attached drawings.

17. Question: What is the total count of VAVs within the facility?

Answer: There are 62 VAV boxes. See attached drawings.

Note: A signed acknowledgement of this addendum must be received by this office prior to the due date and time, or must be attached to your proposal. Signature on this addendum does not constitute signature on the original proposal. The proposal must also be signed per RFP instructions.

Company Name: _____

Signature: _____

Type/Print Name: _____

Title: _____

Date: _____

DINWIDDIE COUNTY
SPECIAL TERMS AND CONDITIONS
FOR FEDERALLY FUNDED CONTRACTS

1. **Compliance with FEMA Policy.** FEMA financial assistance may be used to fund services of this contract. In addition to complying with Section 1 of the General Terms and Conditions, the contractor must also comply with all FEMA policies, procedures and directives.
2. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
3. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Dinwiddie County, the contractor, or any other party pertaining to any matter resulting from the contract.
4. **Equal Employment Opportunity.** This section applies to construction contracts. During the performance of the contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the portion of the sentence immediately preceding paragraph a and the provision of paragraphs a-g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.F. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

6. Compliance with the Copeland "Anti-Kickback" Act

- a. This section applies to construction contracts in excess of \$2,000 paid for by the one of the following programs: Emergency Management Preparedness Grant Program, Homeland Security Grant Program.
- b. Contract. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt 3 as may be applicable, which are incorporated by reference into this contract.
- c. Subcontracts. The Contractor or Subcontractor shall insert in any subcontract the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- d. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

7. Contract Work Hours and Safety Standards Act

- a. This section is applicable on contracts in excess of \$100,000 that involve the employment of mechanics or laborers.
- b. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- c. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- d. **Withholding for unpaid wages and liquidated damages.** Dinwiddie County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- e. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

8. Clean Air Act.

- a. This section applies to all contracts in excess of \$150,000.
- b. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.
- c. The contractor agrees to report each violation to Dinwiddie County, and understands and agrees that the County will, in turn, report each violation as required to assure notifications to the recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- d. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. Federal Water Pollution Control Act.

- a. This section applies to all contracts in excess of \$150,000.
- b. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Contract Act, as amended, 33 U.S.C. §1251 et seq.
- c. The contractor agrees to report each violation to Dinwiddie County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- d. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Dinwiddie County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Dinwiddie County and the Commonwealth of Virginia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. Procurement of Recovered Materials. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designed items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

12. Access to Records

- a. The contractor agrees to provide Dinwiddie County, the Commonwealth of Virginia, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract
- d. In compliance with Section 1225 of the Disaster Recover Reform Act of 2018, the County of Dinwiddie and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. Domestic Preference for Procurement. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured projects.

For purposed of this clause:

- a. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based projects such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. DHS Seal, Logo and Flags. The contractor shall not use the US Department of Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The Contractor shall include this provision in any subcontracts.

15. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CERTIFICATION OF ANTI-LOBBYING

The undersigned _____ [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Mandatory Pre-Proposal Meeting
RFP #: 23-102722
Replace VAV Controllers at Pamplin Building
Monday, November 14, 2022 at 9 a.m.

Company Name/Contact	Address	Phone	Email
Chesapeake Controls Heath Kearney	3819 Holland Blvd Chesapeake VA 23323	(757) 485-7110 (757) 394-9458	Heath@ChesapeakeControls.com
WARWICK ALLEN THURSTON	4710 RICHNELL RD RICHMOND, VA 23231	804-840-9645	ATHURSTON@WAPCORP.COM
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Colonial webb BRANDON HORNBERGER	2820 Ackley Ave Richmond, VA 23221	(804) 399-8689	BRANDON.HORNBERGER@colonialwebb.com

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 CREATING INTELLIGENT BUILDINGS

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 Sales Estimator

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