



COUNTY OF DINWIDDIE, VIRGINIA
14010 BOYDTON PLANK RD
PO DRAWER 70
DINWIDDIE, VA 23841
<http://www.dinwiddieva.us>

**REQUEST FOR QUOTATION
FIRE SUPPRESSION SYSTEM, MAINTENANCE AND INSPECTIONS**

RFQ NUMBER: 19-091619
ISSUE DATE: September 16, 2019
DUE DATE/TIME: October 9, 2019

Issued by: Hollie R. Casey
Telephone: 804-469-4500
Email: hcasey@dinwiddieva.us

By Hand, or Email, please quote ON THIS SHEET your best price as specified below. PLEASE DO NOT FAIL TO SIGN AND DATE YOUR QUOTATION. Send additional data or illustrations if necessary.

Dinwiddie County seeks one or more vendors to provide inspections, maintenance and repairs on various fire suppression systems to include commercial exhaust hoods, fire alarm, fire pumps, and sprinkler systems.

Section 1 – Commercial Exhaust Hoods

A list of all locations requiring service is included as Exhibit A. Fire extinguishers will NOT be a part of this contract. The County is currently under contract with a vendor to provide fire extinguisher inspections and new fire extinguishers as needed.

The Contractor shall:

- Complete bi-annual inspections of commercial kitchen exhaust hoods.
- Provide a written report to the County, per NFPA Standards, following each inspection.
- Submit inspection reports and a detailed list of all items found to be non-compliant or in disrepair to the County, including estimated for repairs. No repairs shall be completed without prior approval from the County.

Section 2 – Fire Alarms

A list of all locations requiring services is included as Exhibit B.

The Contractor shall:

- Complete annual inspections of fire alarm systems.
- Submit inspection reports and a detailed list of all items found to be non-compliant or in disrepair to the County, including estimated for repairs. No repairs shall be completed without prior approval from the County.

Section 3 – Fire Pumps and Sprinkler Systems

A list of all locations requiring services is included as Exhibit B.

The Contractor shall:

- Complete bi-annual inspections of sprinkler systems and fire pumps.
- Provide preventive maintenance per manufacturers recommendations.
- Submit inspection reports and a detailed list of all items found to be non-compliant or in disrepair to the County, including estimated for repairs. No repairs shall be completed without prior approval from the County.

General Requirements and Information

- Contractor shall provide on-call services as needed.
- All quantities are estimated. Locations may be added or subtracted by the County as needed.
- Materials for any necessary repairs shall be billed at cost. Labor for repairs shall be billed at the hourly rate listed on the bid form. All materials for maintenance shall be included in the maintenance cost, unless listed as a separate line item on the Bid Form.
- Contractor shall have and maintain a Contractor's License through DPOR with proper classification as it relates to work being performed.
- All work shall be governed and comply with the following: VA Statewide Fire Prevention Code, National Fire Protection Association (NFPA), Virginia OSHA Code, Virginia Uniform Statewide Building Code and manufacturer recommendations.
- All inspectors shall be certified by NFPA.
- Contact the following key personnel to schedule inspections:
 - Group A – General: Gene Jones, (804) 469-4545, gjones@dinwiddieva.us
 - Group B – Fire & EMS: Nick Sheffield, (804) 469-5388, nsheffield@dinwiddieva.us
 - Group C – Sheriff: Steve Kennedy, (804) 469-4550, skennedy@dinwiddieva.us
 - Group D – Parks & Recreation: Ray Vines, (804) 732-1100, jvines@dinwiddieva.us
- Provide invoice broken out by group. All invoices shall be sent to accounting@dinwiddieva.us.

Pre-Bid Meeting: A mandatory pre-bid meeting and site visit is scheduled for **Wednesday, October 2, 2019 at 9 am**. Participants should meet in the Training Room of the Government Center located at 14010 Boydton Plank Road, Dinwiddie, VA 23841. This will be the only time Bidders will be able to visit the sites prior to the due date for bids. Please address all questions regarding this RFQ to Hollie Casey at hcasey@dinwiddieva.us.

Pricing: Bids shall be in the form of unit prices. Bidder shall incorporate all overhead into their prices. This includes, but is not limited to, the following: all materials, equipment, labor, delivery, profit, administrative costs, insurance, permits, licensure, vehicle mileage, union pension funds, workmen's compensation, unemployment insurance, social security, etc. **Unit prices shall include all materials needed for the specified inspection, maintenance or test. Trip charges or environmental fees will not be allowed. NO ADDITIONAL COST WILL BE ALLOWED.**

Contract Award: Contract award will be based on Grand Total as shown on the Bid Form. Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

Term of Contract: The resulting contract will be for a term of one (1) year with the option of renewals under the terms, conditions and unit pricing of the original contract for up to two (2) additional years, unless either party gives written notification to the other party sixty (60) days prior to the expiration of the then-current term that they do not wish to renew. The contract and any renewals of the contract are subject to the availability of funds and annual appropriations by the Board of Supervisors. Price increases, if any, shall be in accordance with initial contract or negotiated at time of renewal.

PART A GENERAL INFORMATION FOR BIDDERS

1. **Quote Form:** All quotations must be submitted on or in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the Bidder may attach a letter thereto which will be made a part of the quotation. All quotations must be submitted and plainly marked using the RFQ number and date. Verbal quotations will not be accepted.
2. **Due Date:** Quotations and amendments thereto, or withdrawal of quotations submitted, if received by the County after the due date specified, may not be considered. It will be the responsibility of the Bidder to see that his/her quotation is in the Procurement Office by the specified due date.
3. **Prices:** Prices should be stated in units of quantity specified, with packing and delivery to destination included, less Federal, State and local taxes, as applicable.
4. **Delivery Date(s):** The time of proposed delivery/completion must be stated in definite terms. If delivery for different commodities varies, the Bidder shall so state. Length of time for delivery/completion as well as price may be considered in awarding of the RFQ.
5. **Samples:** Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the Bidder's risk and expense.
6. **Quotations:** All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed in ink by the person signing the quotation. Quotations must show unit price, total price, and grand total. In case of error in the extension of prices, the unit price shall govern.
7. **Substitutions:** Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identified. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which quotations are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified and must have an equal warranty. In submitting quotations on a commodity other than as specified, Bidder shall furnish complete data and identification with respect to the alternate commodity he/she proposes to furnish. Consideration will be given to quotations submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the County. If the Bidder does not indicate that the commodity he/she proposes to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity specified in the item description.
8. **Collusion:** Bidder declares that the quotation is not made in connection with any other Bidder submitting a quotation for the same commodity or commodities, and that the quotation is bona fide and is in all respects fair and without collusion or fraud.
9. **Award:** Award will be made to the lowest responsible and responsive Bidder. The quality of the commodities to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County reserves the right to award by item, groups of items or total; to reject any and all quotations in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the County will be served.

10. **Discounts:** Cash discounts may be offered by Bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie quotations. The discount period will be computed from the date delivery at destination is accepted by County and/or completion is accepted by County or from date correct invoice is received by County, whichever is the later date.
11. **Quote Acceptance:** Acceptance of a quotation by the County is not an order to ship or to begin work. Each quotation is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the Bidder and the County, which shall bind the Bidder on his part to furnish and deliver the items quoted on at the prices stated and in accordance with the conditions of said accepted quotation; and the County on its part to order from such Bidder, if funding is appropriated, except for causes beyond reasonable control; and to pay for, at the agreed prices, all items specified, ordered, and delivered.
12. **Equipment/Products:** Any equipment/products delivered must be standard new equipment/products of the latest model, except as otherwise specifically stated in quotation. Where any part or nominal appurtenances of equipment/product is not described, it shall be understood that all equipment/products and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
13. **Default:** In event of default by the Contractor/Vendor, the County reserves the right to procure the commodities and/or services from other sources, and hold the Contractor/Vendor liable for any excess cost incurred thereby. If, however, the Contractor/Vendor is in default for not providing specified commodities and public necessity requires use of commodities not conforming to the specifications, they may be accepted, at County's option, and payment therefore shall be made at a proper reduction in price.
14. **Copyrights/Patents, Etc.:** The Contractor/Vendor guarantees to save the County, its agents, officers or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor/Vendor is not the patentee, assignee or licensee.
15. **Signatures:** All quotations must be signed by a responsible officer or employee, authorized by the Contractor/Vendor, and must include the firm's legal name. Obligations assumed by such signature must be fulfilled.
16. **Quote Verification:** Verify your quotations before submission as they cannot be withdrawn or corrected after the due date.
17. **Applicable Laws:** The contract/purchase order shall be governed by the laws of the Commonwealth of Virginia. Venue for any action arising out of the performance of this contract/purchase order shall be with a state court with jurisdiction in Dinwiddie County, Virginia. The Contractor/Vendor shall comply with all applicable federal, state and local laws, rules and regulations.
18. **Availability of Funds:** It is understood and agreed between the parties herein that the County shall be bound by this RFQ only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

19. **Assignment of Contract/Purchase Order:** A contract/purchase order shall not be assignable by the Contractor/Vendor in whole or in part without the written consent of the County.
20. **Clarification of Terms:** If any prospective Bidder has questions about any specifications or other solicitation documents, the prospective Bidder should contact the person issuing the RFQ whose name appears on the face of the solicitation no later than three working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the person issuing the RFQ. All addenda are posted on the County's website and on eVA. It is the Contractor's responsibility to check for addenda.
21. **Testing and Inspection:** All products and services provided shall be in compliance/accordance with all applicable federal, state and local laws and regulations. The Contractor/Vendor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor/Vendor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the County by any other clause of this solicitation. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications and/or meet the needs of the County. The County's decision of approval or disapproval of a proposed product shall be final.
22. **Taxes:** Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by the County of Dinwiddie on materials and supplies that are installed by a Contractor/Vendor and become a part of real property. Contractors/Vendors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a quotation.

PART B
GENERAL TERMS AND CONDITIONS
to be included in every contract over \$10,000

A. Anti-Discrimination Against Faith-Based Organizations Statement by County:

The County does not discriminate against faith-based organizations. Contractor certifies to the County that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

B. Anti-Discrimination Statement by Contractor

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

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, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

C. Immigration Reform and Control Act of 1986:

Contractor certifies that it does not and will not during the performance of this contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

D. Insurance:

Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the

contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

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

E. Drug-Free Workplace:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

F. Payment:

(1) To Prime Contractor(s):

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Accounts Payable address shown on the purchase order/contract. All invoices shall show the County contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- d. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
- e. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month (Code of Virginia, § 2.2-4354).

(2) To Subcontractor(s):

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

G. Authorization to Transact Business in the Commonwealth:

In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid

or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

H. Negotiation with the Lowest Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible qualified Bidder to obtain a contract price within the funds available to the County whenever such low bid exceeds the County's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the County for this contract prior to the issuance of the written Request for Quotations. Negotiations with the low qualified Bidder may include both modifications of the bid price and the Scope of Work/ Specifications to be performed. The County shall initiate such negotiations by written notice to the lowest responsive, responsible qualified Bidder that its bid exceeds the available funds and that the County wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the County and the lowest responsive, responsible qualified Bidder.

I. Availability of Funds

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement, and the agreement will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board of Supervisors to appropriate adequate funds for the terms of this Contract shall result in the immediate cancellation of this Contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.

J. Guarantee of Work - Warranty of Material and Workmanship

1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, installation or workmanship for one (1) year from the date of final acceptance of the entire project by the County in writing. Should any defect be noted by the County, the County will notify the Contractor of such defect or non-conformance. Notification will state either (1) that the Contractor shall replace or correct the deficiency, or (2) the County does not require replacement or correction, but an equitable adjustment to the contract price will be determined by the County and shall be binding upon the Contractor. If the Contractor is required to correct or replace the deficiency, it shall be at no cost to the County and shall be subject to all provisions of this clause to the same extent as materials/work initially delivered/completed. If the Contractor fails or refuses to replace or correct the deficiency, the County may have the materials/work corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price as determined by the County.
2. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with Contract Documents and shall be performed by persons qualified at their respective trades.
3. Work not conforming to these warranties shall be considered defective.

4. This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations in this contract.
5. If, within the guarantee period, defects are noticed by the County which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of the County rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms of the contract, then the Contractor shall, promptly upon receipt of notice from the County, such notice being given not more than two weeks after the guarantee period expires, and without expense to the County:
 - a) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein;
 - b) Make good all damage to the structure, site, equipment, or contents thereof, which is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contracts; and
 - c) Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.
6. In any case, where in fulfilling the requirements of the contract or any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under contract, he shall restore such work to a condition satisfactory to the County and guarantee such restored work to the same extent as it was guaranteed under such other contract.
7. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the County may have the defects corrected and the Contractor and his surety shall be liable for all expense incurred.
8. All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the contract shall be subject to the term of this section during the first year of the life of such special guarantee.
9. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including but not limited to, liability for defective work under this Warranty of Materials and Workmanship section of these Additional Terms and Conditions. This paragraph relates only to the specific obligation of the Contractor contained in this section to correct the work and does not limit the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor of the time within which proceedings may be commenced to establish the Contractor's liability with respect to his other obligations under this contract.
10. In the event the work of the Contractor is to be modified by another contractor, either before or after the final inspection, the first Contractor shall remain responsible in all respects under the guarantee of work and under any other warranties provided in the contract or by law. However, the Contractor shall not be responsible for any defects in material or workmanship introduced by the contractor modifying its work. Both the first Contractor and the contractor making the modifications shall each be responsible solely for the work done by each. The contractor modifying the earlier work shall be responsible for any damage to or defect introduced into the work which he is modifying. If any contractor shall claim that another contractor has introduced defects of materials and/or workmanship into the work of the first, it shall be the burden of the contractor making the claim to clearly demonstrate the nature and extent of such introduced defects and the responsibility of the other contractor. Any contractor modifying the work of another shall have the same burden if he asserts

defects to have been caused by the contractor whose work he is modifying.

K. Use of Premises and Removal of Debris

1. The Contractor shall:
 - a) Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any Contractor;
 - b) Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
 - c) Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
2. The Contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the County, not to cut or otherwise alter the work of any other contractor. The Contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
3. The Contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the construction site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law. Contractor shall keep in conformance with the County's solid waste ordinance.
4. The Contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition. If a Contractor fails to clean up at the completion of the work, the County may do so and charge for costs thereof to the Contractor.
5. During and at completion of the work, the Contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the Contract Documents.
6. The Contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines, if any, except by proper previous arrangement with the County. The Contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the County.

L. Protection of Persons and Property

1. The Contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the construction site or be affected by the Contractor's operation in connection with the work.
2. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

3. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, VDOT, 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.
4. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the County's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the County. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owner(s). He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the Contract Documents or erected for the fulfillment of his obligations for the protection of persons and property. The Contractor shall be solely responsible for any loss of material resulting from theft, malfeasance, employee sabotage or other criminal acts.
5. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the Contractor, without special instruction or authorization from the County, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the County, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided by the General Terms and Conditions.

BID FORM

Submission Date: _____

Federal Tax ID#: _____

DPOR License #: _____

Name of firm: _____

Phone #: _____

By (signature): _____

Fax #: _____

Type/Print Name: _____

Address: _____

Email Address: _____

Please list all subcontractors, if any:

Company Name

DPOR License #

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

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

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

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

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

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

| Section 1 – Commercial Exhaust Hoods Inspections | | | | |
|---|---------------------------------------|-------------------|------------|--------------------|
| Item No. | Description | Unit Price | Qty | Total Price |
| 1. | Hood Fire Suppression Inspections | | 6 | |
| 2. | 360 degree Fusible Link, if necessary | | 1 | |
| 3. | 450 degree Fusible Link, if necessary | | 1 | |
| TOTAL SECTION 1 | | | | |

| Section 2 – Fire Alarm Inspections | | | | |
|---|---------------------------------------|-------------------|------------|--------------------|
| Item No. | Description | Unit Price | Qty | Total Price |
| 4. | Government Center | | 1 | |
| 5. | Pump House | | 1 | |
| 6. | Public Safety | | 1 | |
| 7. | Courthouse | | 1 | |
| 8. | Information Technology | | 1 | |
| 9. | Dinwiddie Library | | 1 | |
| 10. | Eastside Community Enhancement Center | | 1 | |
| 11. | Ford Volunteer Fire Dept | | 1 | |
| 12. | Namozine Volunteer Fire Dept | | 1 | |
| 13. | Ragsdale Community Center | | 1 | |
| TOTAL SECTION 2 | | | | |

| Section 3 – Fire Pump and Sprinkler System Inspections | | | | |
|---|--|-------------------|------------|--------------------|
| Item No. | Description | Unit Price | Qty | Total Price |
| 14. | Government Center, Public Safety Building & Pump House | | 2 | |
| 15. | Ragsdale Community Center | | 2 | |
| 16. | Courthouse | | 2 | |
| 17. | Historic Courthouse | | 2 | |
| 18. | Namozine Volunteer Fire Dept | | 2 | |
| TOTAL SECTION 3 | | | | |

| Other | | |
|-----------------|---|--------------------|
| Item No. | Description | Hourly Rate |
| 19. | Hourly Repair Rate during business hours (Monday-Friday 8:30 am – 5:00 pm) | |
| 20. | Hourly Repair Rate after hours including weekends | |

| GRAND TOTAL | | |
|--------------------|--------------------|--------------|
| Description | | Total |
| Total of Section 1 | | |
| Total of Section 2 | | |
| Total of Section 3 | | |
| | GRAND TOTAL | |

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 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 _____

EXHIBIT A

Commercial Exhaust Hoods

| Group | Name | Street Address | City | ST | Zip | Date Inspected |
|--------------|--|--------------------------|-----------------|-----------|------------|-----------------------|
| D | Eastside Enhancement Community Center | 7301B Boydton Plank Road | North Dinwiddie | VA | 23803 | 8/26/19 |
| B | Dinwiddie Volunteer Fire Dept (Co. 1) | 13516 Boydton Plank Road | Dinwiddie | VA | 23841 | 2/1/2019 |
| B | Ford Volunteer Fire Dept (Co. 2) | 13402 Cox Road | Church Road | VA | 23833 | 2/1/2019 |
| B | McKenney Volunteer Fire Dept (Co. 3) | 10507 Doyle Boulevard | McKenney | VA | 23872 | 2/1/2019 |
| B | Namozine Volunteer Fire Dept (Co. 4) | 3913 Pelham Ave | North Dinwiddie | VA | 23803 | 2/1/2019 |
| D | Dinwiddie Sports Complex, Concession Stand | 5850 R. B. Pamplin Drive | Sutherland | VA | 23885 | ? |

EXHIBIT B

Fire Alarm, Fire Pump and Sprinkler Systems

| Group | Name | Address | City | State | Zip | Fire Alarm | Sprinkler | Fire Pump | Fire Alarm Mfg | Fire Alarm Model | Notes | Last Inspection |
|-------|--------------------------------------|---------------------------|-----------------|-------|-------|------------|-----------|-----------|------------------|------------------|---|-----------------|
| C | Courthouse | 14008 Boydton Plank Road | Dinwiddie | VA | 23841 | X | X | | Notifier | AFP-400 | | 2/23/2018 |
| A | Information Technology | 13910 Courthouse Road | Dinwiddie | VA | 23841 | X | | | Silent Knight | 5207 | | 2/21/2018 |
| A | Historic Courthouse | 14101 Boydton Plank Road | DInwiddie | VA | 23841 | | X | | Conbraco | 40208A2 | | 2/21/2018 |
| A | Dinwiddie Library | 14103 Boydton Plank Road | Dinwiddie | VA | 23841 | X | | | Simplex Grinnell | 4001 | | 2/21/2018 |
| D | Eastside Enhancement Comm Center | 7301 B Boydton Plank Road | North Dinwiddie | VA | 23803 | X | | | Cerberus/Pryo | MXL-IQ | | |
| B | Ford Volunteer Fire Dept (Co. 2) | 13402 Cox Road | Church Road | VA | 23833 | X | | | Simplex Grinnell | 4010 | | 2/20/2018 |
| B | Namozine Volunteer Fire Dept (Co. 4) | 3913 Pelham Ave | North Dinwiddie | VA | 23803 | X | X | | Firelite | MS9200UD | | 2/21/2018 |
| D | Ragsdale Community Center | 20916 Old School Road | McKenney | VA | 23872 | X | X | X | Firelite | MS9200UDLS | | 2/20/2018 |
| A | Government Center | 14010 Boydton Plank Road | Dinwiddie | VA | 23841 | X | X | | | | | New 2018 |
| A | Public Safety Building | 13850 Courthouse Road | Dinwiddie | VA | 23841 | X | X | | | | | New 2018 |
| A | Pump House | 14012 Boydton Plank Road | Dinwiddie | VA | 23841 | X | X | X | | | Fire Pump runs Govt Center, PS & Pump House | New 2018 |