



**County of Dinwiddie
Division of Fire & EMS
P.O. Drawer 70
Dinwiddie, VA 23841
(804) 469-5388 ph
(804) 469-7663 fax**

Invitation For Bids – IFB-12-012312

**DINWIDDIE CO FIRE & EMS
AIR/ELECTRICAL SUPPORT TRAILER**

This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by references as a part of this notice.

Contact Information:

Questions concerning sealed bids should be in writing addressed to

Dennis E. Hale
County of Dinwiddie
Chief of Fire & EMS

13910 Courthouse Road
P O Drawer 70
Dinwiddie VA 23841

(804) 469-5388 Fax (804) 469-7663
or
E-Mail: dhale@dinwiddieva.us

TABLE OF CONTENTS

1. PURPOSE.....5

2. NON-MANDATORY PRE-BID CONFERENCE AND BID PACKAGE6

 2.1. Non-Mandatory Pre-Bid Conference/Inspection6

3. GENERAL SPECIFICATIONS6

 3.1. Background6

 3.2. Scope of Work.....6

 3.3. Labor/Materials6

 3.4. Requirements/Qualifications7

4. GENERAL TERMS AND CONDITIONS7

 4.1. Precedence of Terms7

 4.2. Laws, Regulations, Licenses and Courts.....7

 4.3. Anti-Discrimination8

 4.4. Ethics in Public Contracting.....9

 4.5. Drug-Free Workplace.....9

 4.6. Immigration Reform and Control Act of 1986.....10

 4.7. Debarment Status10

 4.8. Antitrust.....10

 4.9. Authorization to Transact Business in the Commonwealth.....10

 4.10. Contractor Advertising.....10

 4.11. Default.....11

 4.12. Claims.....11

 4.13. Indemnification11

 4.14. Audit.....11

 4.15. Taxes11

 4.16. Patents12

 4.17. Use of Brand Names12

 4.18. Proprietary Information.....12

 4.19. Additional Users/Cooperative Procurement.....13

5. ADDITIONAL TERMS AND CONDITIONS13

 5.1. Definitions.....13

5.2.	Prime Contractor(s) Responsibilities	14
5.3.	Access to Work	15
5.4.	Availability of Materials	15
5.5.	Contractor’s Title to Materials	15
5.6.	Delivery and Storage	15
5.7.	Testing and Inspection	16
5.8.	Guarantee of Work - Warranty of Materials and Workmanship.....	16
5.9.	Insurance	18
5.10.	Assignment of Contract.....	18
5.11.	Changes to the Contract	18
5.12.	Contractor’s Right to Stop Work or Terminate the Contract.....	19
5.13.	County’s Right to Terminate the Contract for Cause.....	20
5.14.	Termination by County for Convenience.....	21
5.15.	Liquidated Damages, Furnish and Install.....	21
6.	PREPARATION AND SUBMISSION OF BIDS	22
6.1.	Bid Submissions Must Include the Following:	22
6.2.	Identification of Bid Envelope	22
6.3.	Bid Bond or Guarantee.....	23
6.4.	Clarification of Terms	23
7.	EVALUATION AND AWARD OF CONTRACTS	23
7.1.	Bid Acceptance Period	23
7.2.	Bid Prices	23
7.3.	Withdrawal or Modification of Bids	23
7.4.	Receipt and Opening of Bids	24
7.5.	Evaluation and Award Criteria.....	25
7.6.	Qualifications of Bidders	25
7.7.	Negotiation with the Lowest Bidder	25
7.8.	Announcement of Award	25
7.9.	Contract Documents	26
7.10.	Performance and Payment Bonds	26
7.11.	Delivery/Performance Date.....	26
7.12.	Final Inspection	26
8.	PAYMENTS	27

8.1.	Payment	27
8.2.	Extra Charges Not Allowed	28
8.3.	Availability of Funds.....	28
9.	BID, CERTIFICATION AND SIGNATURE SHEET.....	29
9.1.	Lump Sum Base Bid	29
9.2.	References	29
9.3.	Key Personnel	31
9.4.	Terms and Signature.....	32

ATTACHMENT A – TECHNICAL SPECIFICATIONS

1. PURPOSE

Invitation For Bids Prepared By:

Invitation For Bids Number:

Dennis E. Hale
Chief of Fire & EMS

IFB-12-012312

Release date: January 22, 2012

Sealed bids from qualified Bidders only, subject to the specifications and conditions contained herein and attached hereto, shall be received at the Dinwiddie County Public Safety Office, Dinwiddie Public Safety Building, 13910 Courthouse Road, Dinwiddie, Virginia 23841 until, but no later than February 24, 2012, at 3:00 p.m. Local Time Prevailing and then publicly opened and read aloud for:

PURPOSE

<p>The purpose of this Invitation For Bids is to solicit sealed bids to establish a contract for the construction and delivery of one (1) Air/Electrical Support Trailer for use by the fire department to provide breathing air and electrical support to incident scenes, training sites and station cascade systems. This contract will also include a two-year service plan on the unit.</p>
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If you are an individual with a disability and require a reasonable accommodation, please notify Dennis Hale at **(804) 469-5388**, at least three working days prior to the date due.

To be considered, your bid must be submitted on a copy of this Invitation For Bids. Bidders shall sign the form in the space provided on the Bid, Certification, and Signature Sheet (Section 9) and return bid documents to: County of Dinwiddie, Virginia, Attn: Dennis Hale, Chief of Fire & EMS, 13910 Courthouse Road, P O Drawer 70, Dinwiddie VA 23841. **Mark outside of your envelope with Invitation For Bids IFB 12-012312 and opening date of bid (February 24, 2012).**

Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail, orally, or by telephone.

TIME IS OF THE ESSENCE and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined solely by the County of Dinwiddie.

Nothing herein is intended to exclude any qualified responsible vendor, his/her product or service, or in any way restrain, or restrict competition. On the contrary, all responsible qualified vendors are encouraged to bid and their bids are solicited.

Bid prices shall be F.O.B. to destination, unless otherwise noted.

Unless otherwise agreed to at the time of award, payment terms are Net 30.

2. NON-MANDATORY PRE-BID CONFERENCE AND BID PACKAGE

2.1. Non-Mandatory Pre-Bid Conference/Inspection

Bidders may attend a non-mandatory pre-bid conference to begin at **10 am on Tuesday, February 7, 2012**, at the Dinwiddie County Public Safety Building, 13910 Courthouse Road, Dinwiddie, Virginia 23841. The purpose of this conference is to allow potential Bidders an opportunity to present questions or comments and obtain clarification relative to any facet of this solicitation and ensure Bidders have a clear understanding of the specifications/scope of work and requirements of this solicitation.

Bring a copy of the solicitation with you. Copies of the solicitation including the specifications will not be available at this meeting. Any changes resulting from this conference will be issued in a written addendum to the solicitation. Any firm submitting a bid without attending this conference shall be responsible for obtaining all addenda, which can be found at <http://www.dinwiddieva.us/purchasing>. Failure to submit signed copies of addendum shall deem a bid non-responsive.

3. GENERAL SPECIFICATIONS

3.1. Background

Dinwiddie County is a rural jurisdiction located in south central Virginia. The County currently provides Fire & EMS services from six geographically dispersed stations. Due to an increasing demand for services the County has determined that the construction of an Air/Electrical Support unit is necessary to continue to provide the necessary services throughout the County.

3.2. Scope of Work

The successful Bidder, hereinafter the “Contractor”, shall furnish all materials, labor, equipment, engineering, installation, supervision, and all related items required/ necessary to construct an Air/Electrical Support Trailer according to the specifications as set out in **Attachment A** for the County of Dinwiddie, Virginia (hereafter referred to as the “County”), as specified in the specifications and terms and conditions herein. This includes but is not limited to installing the compressor, generator, electrical panels, control panels and lighting on a highway rated trailer and delivery of same, as well as providing a two-year service plan on the unit. **Note that pursuant to section 7.12 “Final Inspection”, the Air/Electrical Support unit must be inspected at the contractor’s facility and accepted by Dinwiddie County Fire & EMS personnel prior to delivery, with all overhead costs associated with such inspection to be borne by the Contractor.**

3.3. Labor/Materials

Bidders shall include in their prices, all materials, labor, delivery, overhead, profit, administrative costs, insurance, vehicle mileage, union pension funds, workmen’s compensation, unemployment insurance, social security, etc., in their lump sum base bid. **NO ADDITIONAL COSTS WILL BE ALLOWED.**

3.4. Requirements/Qualifications

3.4.1. Required Skills and Licenses

The resulting contract will require that the Contractor demonstrate the following skills:

- Have extensive knowledge of NFPA 1901, ISO 9001, CGA and other regulations necessary to complete this project.

3.4.2. Qualifications

Evidence of satisfactory performance on projects of similar size and complexity and evidence of ability to perform within the scheduled contract time will be a pre-requisite for award of contract.

Contractor shall have a factory and/or service facility, parts warehouse and at least three (3) factory-certified field technicians. The Contractor shall have 24-hour service capability and provide certification by the air system manufacturer as proof of factory-training for service technicians.

Contractor shall provide a Project List of at least five (5) similar projects completed fully by the Contractor in which such services were provided. Provide such list with your bid, giving details for each, which your organization has completed in the last five years. Bidders are strongly encouraged to provide details including the size and dollar value for each project – but at a minimum are required to provide summary details for each project, as well as the name, address, and phone number, for the Owner's contact or representative as a reference (See Section 9.2).

Attach a list of your organization's projects in progress and awarded, if any, at the time of this bid. At a minimum, provide project names and addresses, contract amounts, percentages complete and contact names and phone numbers for the Owner.

4. GENERAL TERMS AND CONDITIONS

4.1. Precedence of Terms

The General Terms and Conditions, APPLICABLE LAWS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, ANTITRUST, CLARIFICATION OF TERMS, and PAYMENT shall apply in all instances. In the event there is a conflict between any of the General Terms and Conditions, Special Terms and Conditions, and any Additional Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

4.2. Laws, Regulations, Licenses and Courts

4.2.1. The Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.

4.2.2. This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, *Code of Virginia*, relating to labor unions and the

“right to work.” The Contractor and its subcontractors, whether residents or nonresidents of the Commonwealth of Virginia, who perform any work related to the project shall comply with all of the said provisions.

4.2.3. All bids submitted shall have included in their prices the cost of any business and professional licenses, or fees required by the County of Dinwiddie, the Commonwealth of Virginia, and/or the federal government. Permits for County projects are provided at no cost to the Contractor.

4.2.4. This solicitation and any resulting contract(s) shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the County of Dinwiddie, Virginia. The County and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

4.3. Anti-Discrimination

A Bidder or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

The County does not discriminate against faith-based organizations. If the award is made to a faith-based organization, the organization shall not 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).

By submitting their bids, Bidders certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*.

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

1. During the performance of the contract, the Contractor agrees as follows:
 - a. The Contractor will not 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 vendor.

4.4. Ethics in Public Contracting

By submitting their bids, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

4.5. Drug-Free Workplace

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

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, 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.

4.6. Immigration Reform and Control Act of 1986

By submitting their bids, Bidders certify that they do not and will not during the performance of this contract knowingly employ unauthorized workers as defined in or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

4.7. Debarment Status

By submitting its bid, the Bidder certifies that it is not currently debarred from submitting proposals or bids on contracts by any agency of the Commonwealth of Virginia, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia.

4.8. Antitrust

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the County, relating to the particular goods or services purchased or acquired by the County under said contract.

4.9. 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 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 chapter 2.2-4311.2 of the Code of Virginia 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.

4.10. Contractor Advertising

In the event a contract is awarded for supplies, equipment, or services resulting from this Invitation For Bid, no indication of such sales or services to the County will be used in product

literature or advertising. The Contractor shall not state in any of its advertising or product literature that the County of Dinwiddie or any agency or institution of the County has purchased or uses its products or services, without written consent of the County.

4.11. Default

It shall be the Contractor's responsibility to make sure that all work is adequately completed as required. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after five (5) days have passed from the date of delivery of written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

4.12. Claims

Disputes and claims arising under this agreement shall be processed pursuant to Virginia Code Section 2.2-4363(C). The County shall give its final decision on any claim of the Contractor within ninety (90) days of the date the claim is submitted to the County's chief administrative officer or his designee.

4.13. Indemnification

Contractor agrees to indemnify, defend and hold harmless the County of Dinwiddie, Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the County or to failure of the County to use the materials, goods, infrastructure or equipment in the manner already and permanently described by the Contractor on the materials, goods, infrastructure or equipment delivered.

4.14. Audit

The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment from the County, or until audited by the County, whichever is sooner. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including successful bidder's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Contractor's working hours. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

County personnel may perform in-progress and post-audits of the Contractor's records as a result of a contract awarded pursuant to this Invitation For Bids.

4.15. Taxes

Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall

usually be free of Federal excise and transportation taxes. The Contractor shall, without additional expense to the County, pay all applicable federal, state, and local taxes, fees, and assessments except the taxes, fees, and assessments on the real property comprising the site of the project.

4.16. Patents

The Contractor shall obtain all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees. The Contractor shall hold and save the County, its officers, agents, and employees, harmless from any loss or liability for or on account of the infringement of any patent or intellectual property rights in connection with any invention, process, technique, article or appliance manufactured or used in the performance of the contract, including its use by the County, unless such invention, process, technique, article, or appliance is specifically named in the specifications or drawings as acceptable for use in carrying out the work. If, before using any invention, process, technique, article, or appliance specifically named in the specifications or drawings as acceptable for use in carrying out the work, the Contractor has or acquires information that the same is covered by letters of patent making it necessary to secure the permission of the patentee, or other, for the use of the same, he shall promptly advise the County. The County may direct that some other invention, process, technique, article, or appliance be used. Should the Contractor have reason to believe that the invention, process, technique, article, or appliance so specified is an infringement of a patent, and fail to inform the County, he shall be responsible for any loss due to the infringement.

4.17. Use of Brand Names

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation. The County's decision of approval or disapproval of a proposed substitution shall be final.

4.18. Proprietary Information

Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted by a Bidder, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (FOIA) (2.2-3700 et seq.); however, the Bidder or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the

reasons why protection is necessary. Failure to comply with these steps shall result in loss of the Bidder's or Contractor's FOIA exemption.

4.19. Additional Users/Cooperative Procurement

This procurement is being conducted under the provisions of Section 2.2-4304 of the Virginia Public Procurement Act (VPPA), "Cooperative Procurement". As stated, a public body may purchase from another public body's contract even if it did not participate in the Request For Proposals (RFP) or Invitation for Bids (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies.

5. ADDITIONAL TERMS AND CONDITIONS

5.1. Definitions

Whenever used in this solicitation or in the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof:

5.1.1. **Bidder:** One who submits a response to this Invitation For Bids (IFB).

5.1.2. **County:** The term "County" shall mean the County which is the County of Dinwiddie, Virginia through the governing Body, the Board, the Building Committee or other agent with authority to execute the contract for the County involved. The County's agent is the official with the authority to sign the contract on behalf of the County. The County of Dinwiddie, Virginia, i.e., an agency, institution, or department, with whom the Contractor has entered into a contract and for whom the work or services is to be provided.

5.1.3. **Construction:** As used in these documents shall include new construction, reconstruction, renovation, restoration, major repair, demolition and all similar work upon buildings, ancillary facilities, and equipment owned or to be acquired by the County and any site work, draining, dredging, excavation, grading, infrastructure, or similar work upon real property.

5.1.4. **Contractor:** The person, firm or corporation with whom the County has entered into a contractual agreement and includes the plural number and the feminine gender when such are named in the contract as the Contractor.

5.1.5. **Defective:** An adjective which when modifying the word work, refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspections, standard, test, or approval referred to in the Contract Documents, or has been damaged prior to final payment.

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

5.1.7. **Final Acceptance:** The County's acceptance of the project from the Contractor upon confirmation from the Contractor that the project is totally complete in accordance with

the contract requirements and that all defects have been eliminated. Final acceptance is confirmed by the making of final payment of the contract amount including any change orders or adjustment thereto.

- 5.1.8. **Notice:** All written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with the contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm or corporation constituting the party to the contract, or to his, their or its authorized agent, representative or officer, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mailbox
- 5.1.9. **Notice to Proceed:** A written notice given by the County to the Contractor fixing the date on which the contract time will commence for the Contractor to begin the prosecution of the work in accordance with the requirements of the Contract Documents.
- 5.1.10. **Provide:** Shall mean furnish and install ready for its intended use.
- 5.1.11. **Subcontractor:** An individual, partnership or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of the work. It includes one who provides on-site labor but does not include one who only furnishes or supplies materials for the project.
- 5.1.12. **Supplier:** A manufacturer, fabricator, distributor, materialman, or vendor who provides material for the project but does not provide on-site labor.
- 5.1.13. **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

5.2. Prime Contractor(s) Responsibilities

- 5.2.1. The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- 5.2.2. The Contractor shall have a competent foreman or superintendent, satisfactory to the County, on the job site at all times during the progress of the work. The Contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures for coordinating all portions of the work under the contract except where otherwise specified in the Contract Documents, and for all safety and worker health programs and practices. The Contractor shall notify the County, in writing, of any

proposed change in superintendent including the reason therefore prior to making such change.

5.2.3. The Contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, the subcontractors, the County or the County's separate contractors and their subcontractors.

5.2.4. The County may, in writing, require the Contractor to remove from the work any employee the County deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.

5.3. Access to Work

The County, project managers/administrators, inspectors, and other testing personnel, and inspectors from any other appropriate agency as necessary shall have access to all of the work at all times. The Contractor shall facilitate such access and inspection.

5.4. Availability of Materials

If material specified in the Contract Documents is not available on the present market, alternate materials may be proposed by the Contractor for approval of the County. The County must issue a written authorization, signed by both parties, for the use of such alternate materials.

5.5. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The Contractor warrants that he has clear title to all materials and supplies which he uses in the work or for which he accepts payment in whole or in part.

The goods and/or services delivered as a result of this bid shall remain the property of the seller until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice in writing to the seller and return goods to seller at the seller's expense. If the seller refuses the return of the goods and/or services, the Contractor shall reimburse the County for the entire price of the goods and/or services.

5.6. Delivery and Storage

It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving, storing and security of materials during construction/installation. The County will not assume any responsibility for receiving these shipments. Contractor shall check with the County regarding storage location and make necessary arrangements for storage space and security during construction/completion of work.

5.7. Testing and Inspection

The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. All products and services provided shall be in compliance/ accordance with all applicable federal, state and local laws, rules and regulations. If seasonal limitations prevent performance of any required testing of the product, the warranty period for such equipment shall begin after the tests have been successfully performed.

5.8. Guarantee of Work - Warranty of Materials and Workmanship

5.8.1. 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.

5.8.2. 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.

5.8.3. Work not conforming to these warranties shall be considered defective.

5.8.4. 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.

5.8.5. 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:

- (1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein;

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- (2) 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
- (3) Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.
- 5.8.6. 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.
- 5.8.7. 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.
- 5.8.8. 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.
- 5.8.9. 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.
- 5.8.10. 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.
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5.9. Insurance

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Bidder further certifies that the Contractor and any subcontractors will maintain their insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND 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, \$2,000,000 aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "County of Dinwiddie, VA, 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. The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.
4. Automobile Liability - \$1,000,000 per occurrence.
5. Umbrella Liability - \$1,000,000 per occurrence.

FAILURE TO COMPLY WITH THE ABOVE INSURANCE REQUIREMENTS WILL BE CONSIDERED GROUNDS FOR CANCELLATION OF CONTRACT.

5.10. Assignment of Contract

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

5.11. Changes to the Contract

Changes can be made to the contract in any of the following ways:

1. The contract can be modified with the written consent of both parties. An increase or decrease in the price of the contract resulting from such modification

shall be agreed to by both parties as a part of their written agreement to modify the scope of the contract.

2. The County may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the County's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this Section 5.11(2) must be asserted by written notice to the other party within thirty (30) days from the date of receipt of the written order from the County. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

5.12. Contractor's Right to Stop Work or Terminate the Contract

If the work should be stopped under any order of any court or other public authority for a period of ninety (90) days through no fault of the Contractor or of anyone employed by him, or if the County should fail to pay to the Contractor within thirty (30) days of a required payment date when no dispute exists as to the sum, then the Contractor may, upon ten (10) calendar days written notice to the County, stop work or terminate the contract and recover from the County payment for the cost of the work actually performed, together with overhead and profit thereon, but profit shall be recovered only to the extent that the Contractor can demonstrate that he would have had profit on the entire contract if he had completed the work. The Contractor may not receive profit or any other type of compensation for parts of the work not performed. The Contractor may recover the cost of physically closing down the job site, but no other costs of

termination. The County may offset any claims it may have against the Contractor against the amounts due to the Contractor. In no event shall termination of the contract by the Contractor terminate the obligations of the Contractor's surety on its payment and performance bonds.

5.13. County's Right to Terminate the Contract for Cause

5.13.1. If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the County may terminate the contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the County, or otherwise be guilty of a substantial violation of any provision of the contract, then the County may terminate the contract. The County retains the sole discretion to determine any violation of this section.

5.13.2. Prior to termination of the contract, the County shall give the Contractor and his surety ten (10) calendar days written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the County within said ten (10) days, the County may rescind his notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the County may postpone the effective date of the termination notice, at his sole discretion, if he should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner which the County finds acceptable. If at any time more than ten (10) days after the notice of termination, the County determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the County may immediately terminate the contract for cause by giving written notice to the Contractor and its surety. This decision shall be final and not subject to an appeal to any court of law or equity. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.

5.13.3. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

5.13.4. Upon termination of the contract, the County may take possession of the work and finish the work by whatever method the County may deem expedient. In such case the Contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the

difference to the County, together with any other expenses of terminating the contract and having it completed by others.

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

5.14. Termination by County for Convenience

5.14.1. County may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as County elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as County may require to assign to the County the Contractor's interest in all subcontracts and purchase orders designated by County. After all such steps have been taken to County's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:

- (1) All amounts then otherwise due under the terms of this contract as of the latest Request for Payment,
- (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination, and
- (3) Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, County shall have no further obligations to the Contractor of any nature.

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

5.15. Liquidated Damages, Furnish and Install

Work shall begin within ten (10) calendar days of the date on the County's Written Notice to Proceed, and all work shall be completed per Section 7.11. It is hereby understood and agreed by the Bidder that time is of the essence in the completion of construction/installation/delivery of the character and quality specified in this bid document. In the event the specified construction services or materials are not completed/delivered by the date specified, there will be deducted, not as a penalty but as liquidated damages, the sum of \$100.00 per day for each and every calendar day of delay beyond the time specified; except that if the completion/delivery be delayed by any act, negligence, or default on the part of the County or its agent(s), public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or his supplier(s), or by riot, sabotage, or labor unrest that results from a cause or causes entirely beyond the control or fault of the Contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for an extension from the Contractor, the purchasing office may extend the time for performance of the contract or delivery of goods herein specified at the purchasing office's

sole discretion for good cause shown. Any such extension shall be in writing, signed by both parties.

6. PREPARATION AND SUBMISSION OF BIDS

6.1. Bid Submissions Must Include the Following:

- Bid, Certification and Signature Sheet (Section 9). Bids must give the full business address of the Bidder and be signed by him/her with his/her usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, vice president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to the signature the word "President", "Vice President", "Secretary", "Agent" or other designation without disclosing the principal, may be held to be the bid of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.
- Bid Bond or Guarantee – pursuant to Section 6.3.
- References - pursuant to Section 3.4.2. and 9.2.
- Signed Addenda, if applicable. Addenda, if any, shall be posted on the County's website at <http://www.dinwiddieva.us/purchasing> pursuant to Section 6.4.

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

6.2. Identification of Bid Envelope

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

- Name and Address of Bidder
- Contractor's License Number
- Due Date - February 24, 2012, 3 p.m.
- IFB Number – IFB-12-012312
- IFB Title – Dinwiddie County Fire & EMS Air/Electrical Support Trailer

The envelope should be addressed to:

Attn: Dennis Hale, Division Chief
Fire & EMS
County of Dinwiddie
13910 Courthouse Road
P.O. Drawer 70
Dinwiddie, VA 23841.

If a bid is not marked with the above information, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid to be

disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

All erasures, insertions, additions, and other changes made by the Bidder to the Bid Form shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in the bid, may be rejected by the County as being incomplete or nonresponsive.

6.3. Bid Bond or Guarantee

Each bid shall be accompanied by a bid bond or guarantee of five percent (5%) of the amount of the bid, which shall be a certified check, cash escrow or a bid bond payable to the Treasurer of the County of Dinwiddie. The sureties of all bonds shall be of such surety company or companies as are approved by the State and are authorized to transact business in the Commonwealth of Virginia. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw such bid during the period of sixty (60) days following the opening of bids; that if such bid is accepted, the Bidder will accept and perform under the terms of the Invitation for Bids and purchase order or contract. The bid bond or guarantee will be returned to all Bidders following full execution of the resulting contract.

6.4. Clarification of Terms

If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the Division Chief, Fire & EMS whose name appears on the face of the solicitation **by e-mail no later than three working days before the due date.** Any revisions to the solicitation will be made only by written addendum issued by the Division Chief, Fire & EMS which shall be posted on the County's website at <http://www.dinwiddieva.us/purchasing>.

7. EVALUATION AND AWARD OF CONTRACTS

7.1. Bid Acceptance Period

Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

7.2. Bid Prices

Bids shall be in the form of a lump sum base bid. Bidder shall incorporate all overhead into their prices pursuant to Section 3.3.

7.3. Withdrawal or Modification of Bids

Prior to bid opening, bids may be withdrawn or modified by written notice received from Bidders prior to the deadline fixed for bid receipt. The withdrawal or modification may be made by the person signing the bid or by an individual(s) who is authorized by him/her on the face of the bid. Written modifications may be made on a separate document. Written modifications must be signed by the person making the modification or withdrawal.

NO BID SHALL BE ALTERED OR AMENDED AFTER THE SPECIFIED TIME FOR OPENING.

After the deadline fixed for bid receipt, a Bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid and which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. A Bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. If a bid contains both clerical and judgment mistakes, a Bidder may request withdrawal of his bid from consideration if the price of the bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid and which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. In order for work papers, documents and materials submitted with the notice of withdrawal to be deemed trade secret or proprietary information pursuant to Code of Virginia, subdivision F of Section 2.2-4342, a Bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

If the County denies the withdrawal of a bid, it shall notify the Bidder in writing stating the reasons for its decision and award the contract to such Bidder at the bid price(s), provided such Bidder is a qualified responsible and responsive bidder.

7.4. Receipt and Opening of Bids

- 7.4.1. It is the responsibility of the Bidder to assure that his/her bid is delivered to the place designated for receipt of bids and prior to the time set for receipt of bids. Bids received after the time designated for receipt of bids will not be considered or opened.
- 7.4.2. Bids will be opened at the time and place stated in the advertisement, and their contents made public for the information of Bidders and others interested who may be present either in person or by representative. The officer or agent of the County, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified.
- 7.4.3. The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of bids received.
- 7.4.4. In the event that the County of Dinwiddie offices are closed due to inclement weather and/or emergency situations prior to or at the time set aside for the published bid opening, the bid opening date will default to the next open business day at the same time.

7.5. Evaluation and Award Criteria

Award will be made to the lowest responsive, responsible qualified bidder, based on Lump Sum Base Bid Price as provided on the Bid, Certification and Signature Sheet. The County solely reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

7.6. Qualifications of Bidders

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder(s) to perform the services/furnish the goods and the Bidder(s) shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

7.7. Negotiation with the Lowest Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible qualified Bidder to obtain a contract price within the funds available to the County whenever such low bid exceeds the County's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the County for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low qualified Bidder may include both modifications of the bid price and the Scope of Work/ 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.

7.8. Announcement of Award

Following the award of a contract(s) or decision to award a contract(s), the County will announce such award of a contract or decision to award a contract on the County's website at <http://www.dinwiddieva.us/purchasing>. Subject to the provisions of *Code of Virginia Section 2.2-4360*, any bidder who desires to protest the award of a contract(s) or decision to award a contract(s) shall submit such protest in writing to the attention of Dennis Hale, Division Chief, Fire & EMS, 13910 Courthouse Road, P O Drawer 70, Dinwiddie VA 23841 (dhale@dinwiddieva.us) no later than ten (10) days after the announcement of the award of a contract(s) or the decision to award a contract(s), whichever occurs first. Such protest shall be clearly identified as a protest and shall include the basis for the protest and the relief sought.

UPON NOTICE OF CONTRACT AWARD OR INTENT TO AWARD, THE SUCCESSFUL BIDDER MUST PROVIDE THE FOLLOWING TO COUNTY WITHIN TEN (10) DAYS:

- Proof of insurance, as required in Section 5.9
- Performance and Payment Bond, as required in Section 7.10.

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

7.9. Contract Documents

The contract entered into by the parties shall consist of the Invitation for Bids, the bid submitted by the Contractor; General Terms and Conditions, the Additional Terms and Conditions; the specifications; the scope of work; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the Contract Documents.

All time limits stated in the Contract Documents, including but not limited to the time for completion of the work, are of the essence of the contract.

Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other Contract Documents shall have the intended effect.

7.10. Performance and Payment Bonds

Within ten (10) days of award of the contract, the successful Bidder shall deliver to the Public Safety Office properly executed Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the County of Dinwiddie, Virginia as obligee. The bonds shall be dated on or after the date of the contract. The bond premium shall be paid by the successful Bidder awarded the contract. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia and should be written on a form suitable to County. The successful Bidder shall require the attorney-in-fact, who executed the required bonds on behalf of the surety company, to affix thereto a certified and current copy of the power of attorney. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the County.

If no bond can be furnished by the successful Bidder within ten (10) days of award of contract, the County reserves the right to award to the next lowest qualified responsive and responsible Bidder.

7.11. Delivery/Performance Date

Work shall begin within ten (10) calendar days from the date on the Notice to Proceed. All work shall be completed no later than four (4) months after issuance of Notice to Proceed.

7.12. Final Inspection

After completion of the work but prior to acceptance of the apparatus by the County, there shall be an inspection of the completed apparatus carried out by four (4) personnel from Dinwiddie Fire & EMS. This inspection is to take place at the Contractor's facility. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications, prior to acceptance of the apparatus and prior to final payment for goods and services. All reasonable travel, lodging and meal costs associated with this inspection of the completed apparatus prior to final acceptance shall be borne by the successful bidder.

8. PAYMENTS

8.1. Payment

Payment will be made within thirty (30) days after receipt of accurate invoice or receipt of completed service(s), whichever occurs later, unless otherwise agreed to at the time of award. Invoices must reference the purchase order/contract number and detail list of services performed.

All invoices shall be sent to: Accounts Payable, County of Dinwiddie, P.O. Drawer 70, Dinwiddie, VA 23841.

No payment will be made by County to subcontractors, if any. The Contractor shall be fully responsible for payments to subcontractors, if any, and for all invoicing to the County.

8.1.1. TO PRIME CONTRACTOR(S)

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Accounts Payable address shown on the purchase order/contract. All invoices shall show the County contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations) and shall include all documentation as required in Section 8.1.
- b. Unless otherwise specified, any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after correct invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 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 an agency 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 per month.

8.1.2. TO SUBCONTRACTORS

- a. Any Contractor awarded a contract under this solicitation is hereby obligated to take one of the two following actions within seven (7) days after Contractor's receipt of payment from the County for work performed by the subcontractor(s) under the contract:
 - (1) To pay the subcontractor(s) for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor(s) under that contract; or
 - (2) To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent 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.

8.2. Extra Charges Not Allowed

The Lump Sum Total Base Bid shall be for completion of requested services, ready for the County's and the public's use, and shall include all applicable labor, supervision, equipment, installation tools, materials, permits, inspection fees, freight, delivery, travel, mileage, insurance, bonds, expenses, overhead, profit, discount and all else necessary as specified herein; extra charges will not be allowed unless specifically approved in writing by County.

8.3. Availability of Funds

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement, and the agreement will be contingent upon annual appropriations by the Board of Supervisors of 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.

9. BID, CERTIFICATION AND SIGNATURE SHEET

9.1. LUMP SUM BASE BID

The successful Bidder, hereinafter the "Contractor", shall furnish all materials, labor, equipment, engineering, installation, supervision, and all related items required/ necessary to construct an Air/Electrical Support Trailer according to the specifications as set out in **Attachment A** for the County of Dinwiddie, Virginia, as specified in the specifications and terms and conditions herein. This includes but is not limited to installing the compressor, generator, electrical panels, control panels and lighting on a highway rated trailer and delivery of same, as well as providing a two-year service plan on the unit.

- A. Construction of Air/Electrical Support Trailer \$ _____
- B. 2-Year Annual Service Plan \$ _____
- C. 2-Year Quarterly Air Test Program \$ _____
- Lump Sum Total Base Bid (Total of A+B+C) \$ _____**

9.2. REFERENCES

Bidders shall supply five (5) 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. Bidders shall only indicate references they have worked within the past five (5) years.

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 _____

Reference #4

Name of County, City, Agency or Firm: _____

Address: _____

Contact with Title: _____ Telephone: _____

Types of services provided: _____

Contract Dates: From _____ To _____

Reference #5

Name of County, City, Agency or Firm: _____

Address: _____

Contact with Title: _____ Telephone: _____

Types of services provided: _____

Contract Dates: From _____ To _____

9.3. KEY PERSONNEL

In the space provided below, Bidders shall identify the key person who will be assigned to provide contract administration. This individual shall be available during normal business hours.

Name: _____ Title: _____

List Qualifications and Experience: _____

Phone Numbers: Office _____ Mobile _____

Facsimile (FAX) Number: _____ E-mail Address: _____

9.4. TERMS AND SIGNATURE

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same material, equipment or services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder.

Signature: _____

Date: _____

Name (type or print): _____

Official Title: _____

Company Name: _____

FIN or SSN: _____

State Corporation Commission ID: _____

State of Incorporation: _____

Address: _____

Telephone: _____

E-Mail: _____

Fax: _____

ATTACHMENT A TECHNICAL SPECIFICATIONS

NOTE: Deviations from the specifications may be allowed, provided that such deviations of materials or design are determined to be equivalent to or exceed original material and/or design specifications. All deviation from the specifications must be noted in detail by the Contractor, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the Contractor strictly accountable to the County for the specifications as written in this document

General Information

The complete system shall be comprised of a high pressure compressor with electric prime mover, purification system, system control panel, storage system, fill station and a highway rated trailer with generator. The system shall be designed for a maximum working pressure of 6,000 PSIG.

All control valves, gauges and warning indicators necessary for the operation and control of the system shall be mounted in such a way that they are readily accessible and visible to the operator. Any and all shutdowns and abnormal functions of the compressor or purification system shall be immediately indicated on the compressor control display and audible alarm as required by NFPA 1901. All faults shall be clearly identified on the display. The compressor is designed for ambient operating temperatures between 40°F and 115°F.

For single-source liability and aftermarket support requirements, the compressor, purification system and the fill station shall be designed and produced by the same Manufacturer. The quoted system shall be a current production model. The Manufacturer must have a history of producing the proposed system for at least 5 years. The Manufacturer shall operate under a Quality Management System that complies with the requirements of ISO 9001:2008 for the design, manufacture, inspection, test, and service of air & gas compressors and associated spare parts for commercial and military applications. The Manufacturer must allow production site visits prior to award, if customer desires.

Compressor

The compressor shall be a continuous-duty rated, air-cooled, oil lubricated, four stage, three cylinder, reciprocating design. Only continuous-duty compressors shall be acceptable. The crankcase shall be cast of a high strength, aluminum alloy. The crankshaft shall be of a single piece forged steel construction and supported in the crankcase by three long-life roller bearings. The connecting rods shall be of single piece design and constructed of a high strength aluminum alloy. Each connecting rod shall incorporate a roller bearing at the crank end needle bearing and pin end. The pistons shall be constructed of an aluminum alloy. Piston rings on the second and third stage are of cast iron; first and fourth stage rings shall be of a high strength polymide. The final stage shall incorporate a ringed, free-floating, aluminum piston, which is driven by a guide piston and third stage discharge pressure. The cylinders shall be of cast iron construction with deep cooling fins on the external surface for optimum heat dissipation. The cylinders shall be arranged in a dynamically balanced, “W” configuration with each cylinder located directly in the cooling fan’s blast. The cylinders shall be removable from the

crankcase. The compressor's flywheel shall be cast iron. A multi-wing, high velocity cooling fan shall be integral to the flywheel.

An intercooler shall be provided after each stage of compression and an after cooler shall be provided after the final stage of compression. The coolers shall be individually detachable from the compressor, located directly in the cooling fan's blast and made of stainless steel. The after cooler shall be designed to cool the discharge air to within 18°F of ambient temperature. A cool-down cycle shall not be required prior to stopping the compressor.

A separator shall be supplied after each stage of compression, excluding the first stage, and a coalescing separator shall be supplied at the discharge of the compressor.

The compressor shall be lubricated by a low pressure lubrication system. The final stage of compression shall be lubricated by a pressurized lubrication circuit. The other stages and the driving gear shall be splash lubricated. The low pressure lubrication circuit shall include a positive displacement low pressure oil pump, gear driven by the crankshaft, a non-adjustable oil pressure regulator, and full-flow replaceable cartridge type oil filter element. Two highly visible sight glasses shall be included to check the oil level; one on each side of the crankcase. The oil drain for the compressor shall be extended to the outside of the frame to ease fluid draining.

The compressor shall be equipped with an inlet filter with replaceable particulate element.

Compressor Performance Table

Stages	FAD ¹ SCFM	Charging Rate ² SCFM	HP	RPM	Lubrication	Mechanical Separator	Air Processing Capability ³ (cu ft)
4	10.8	13.0	10	1420	Pressure	Steel	67,000

Prime Mover and V-Belt Drive

The electric motor shall be of the open drip-proof (ODP) design. The motor voltage, phase and frequency shall be specified by the purchaser. The compressor and motor shall be mounted on a common base that is vibration isolated. The compressor and motor shall be arranged in a vertical design. Power from the motor shall be transmitted to the compressor by a v-belt drive. The v-belt drive shall be designed to tighten the drive belts automatically. Rotation arrows shall be affixed in a conspicuous place on the compressor.

¹ Based on standard inlet conditions.

² Based on recharging an 80 cu ft cylinder from 500 to 3000 PSIG.

³ Based on an inlet temperature of 70°F.

Electrical Control and Instrumentation

The compressor control panel (CCP) shall include an across-the-line magnetic motor starter, fused transformer and PLC controller. The CCP shall be built in accordance with UL 508A, the standard for Industrial Control Panels and shall be affixed with a UL label.

The PLC compressor control system consists of a programmable logic controller for the monitoring, protection and control of the compressor systems.

Standard features of the CCP include:

- A NEMA type 4 electrical enclosure
- UL electrical panel
- Human Machine Interface (HMI) with 4-Line Back Lit Text Display and Emergency Stop (Optional mounting configurations available-up to 25 ft remote)
- Home screen customizable with distributor contact information
- Real Time Clock (time and date)
- Compressor on / off
- Digital Display of Compressor Final Pressure
- Digital Display of Compressor Oil Pressure
- Digital Display of current Compressor Run Time
- Digital Display of Final Separator Cycle Count
- Compressor High Temperature Shutdown and Alarm
- Full support of the optional Automatic Condensate Drain system (interval and duration set points adjustable thru the HMI - password protected)
 - o Digital Display of time to next ACD Cycle
 - o Condensate Drain Reservoir full alarm
- Full support of CO monitor alarm functions (optional)
- Full support of SECURUS purification system moisture monitor warning and alarm functions (optional)
- Built in overtime timer set at 5 hours - optional times available
- Maintenance Timer (selectable between real time or compressor run time) to give Digital Display of all needed Preventative Maintenance Evolutions
- Motor overload alarm
- Nonresettable hourmeter
- Recoverable Run History (last 5 run periods)
- Recoverable Alarm History (last 5 fault shutdowns)
- Support of up to 5 Languages (to be specified at time of order; includes English, French, Spanish & Portuguese)
- Operator choice of display in BAR or PSI

For ease of Maintenance and Repair:

- PLC has removable Terminal Blocks for all functions
- Diagnostic EEPROM (Electrically Erasable Programmable Read-Only Memory) Capability
- Support of Two (2) Communication Protocols (optional)

-
- Ethernet Connection
 - Analog Phone Modem
 - Wiring shall be encapsulated within a split corrugated type loom. Each wire end connection shall be machine crimped and numbered.

The HMI shall have 22 adjustable system parameters secured by password protection. The HMI will provide display of all safety / fault shutdowns with a scrolling text of up to three potential causes for the fault / shutdown.

The compressor oil pressure shall be monitored by a pressure transmitter and digitally displayed on the HMI. The compressor shall shut down and a fault will be indicated on the HMI should the compressor's oil pressure drop below the factory preset value during operation. The oil pressure transmitter shall be by-passed during start-up to permit the oil pump to achieve the normal operating pressure. The low oil pressure and final air pressure transmitters shall be equipped with sealed electrical connectors. The analog pressure sensors for oil pressure and final pressure shall have adjustable set point and dead-band thru the HMI (password protected).

A temperature switch shall be supplied on the head of the final stage of compression. The compressor shall shutdown and a fault will be indicated on the HMI should the final stage temperature exceed the tamper-proof set point during operation.

Purification System

The purification system shall purify high pressure air to a quality that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for breathing air. Purification shall be achieved by mechanical separation of condensed oil and water droplets, adsorption of vaporous water by a desiccant, adsorption of oil vapor and elimination of noxious odors by activated carbon and conversion of carbon monoxide to respirable levels of carbon dioxide by catalyst.

The high pressure purification chamber shall have a working pressure of 6000 PSIG with a 4:1 safety factor. The purification system shall utilize a replaceable cartridge. The purification system shall be designed so that the replacement of the cartridge can be accomplished without disconnecting system piping. The design of the chamber shall preclude the possibility of operating the system without a cartridge installed or with an improperly installed cartridge. A bleed valve shall be provided to vent the purification system to facilitate replacing the cartridge. A pressure maintaining valve and a check valve shall be supplied downstream of the purification system to increase the efficiency of the purification system by maintaining a positive back pressure. A check valve shall be supplied between the coalescing separator on the compressor's discharge line and the purification system to maintain the positive pressure in the purification system when the compressor shuts down.

Carbon Monoxide Monitor

An electronic carbon monoxide monitor shall be installed after the air purification system to constantly monitor the purified air for high levels of carbon monoxide. The CO monitor shall automatically shutdown the compressor at a CO level of 10 ppm per CGA specification. The shutdown shall be

visually and audibly indicated to the operator. A regulation panel shall be provided for controlling the flow and pressure of the sample air to the carbon monoxide monitor. The monitor shall have an auto cal feature which is activated upon connection of the calibration gas cylinder.

Storage System

The air storage system shall include four (4) 6000 psig UN, DOT-approved storage cylinders. Each cylinder shall include a safety burst disc and CGA 702 nut & nipple and shall be independently piped to the system's 4-bank cascade panel. The vessels shall be mounted in a horizontal configuration in such a way that they are accessible for periodic inspection and removal for hydrostatic testing.

Air Control Panel

The air control panel shall include the following standard features:

- Four bank controls, including a gauge and valve for each bank
- “From Compressor/From Storage” selector valve
- Inlet pressure gauge
- Adjustable pressure regulator
- Regulated pressure gauge
- Two (2) fill control valves
- Two (2) fill pressure gauges
- One (1) relief valve for regulated fill pressure
- Four (4) bank pressure gauges
- Four (4) bank manual valves
- Four (4) bank check valves (built-in)
- Air direction valve to enable “filling from compressor” or “filling from storage”
- Remote fill outlet controls with panel-mounted regulator, gauge and valve (see below)

Additionally, the control panel shall include a provision for factory or field modification to allow a different fill pressure at each fill position.

The control panel shall be factory piped and designed to fill two SCBA or SCUBA⁴ cylinders either independently or simultaneously.

Fill Station

A front-loading, two position, containment type fill station shall be provided and located at the rear of the trailer, but positioned for walk-in use. The fill station shall totally enclose the SCBA cylinders during the refilling process. The fill station is designed to vent the expanding air away from the operator in the unlikely event of a cylinder rupturing while being filled.

The fill station's outer enclosure shall be constructed of ¼ inch thick steel. The fill station door shall be constructed of ¼ inch thick steel plate and reinforced by three ¼ inch thick steel cylinder holders, providing a ½ inch thick steel protective safety barrier between the operator and the refilling process.

The fill station shall be ergonomically designed to open almost 90° for maximum operator convenience and safety for refilling cylinders. The fill station door and cylinder holder assembly shall tilt out towards the operator, providing unobstructed access to the cylinder holder to load and unload the cylinders. A slip resistant handle and heavy-duty gas spring shall be incorporated into the design of the fill station to assist the operator in opening and closing the fill station door.

Each cylinder holder shall be lined with ABS plastic strips to prevent scuffing the outer surface of the SCBA cylinders. For complete operator protection, the fill station shall include a multi-point pneumatic safety interlock system that will prevent refilling SCBA cylinders unless the fill station door is closed and secured in the closed position.

Two (2) fill hoses shall be located within the fill station. Each fill hose shall be equipped with a bleed valve and SCBA fill adapter of choice. Hose parks shall be provided to anchor the fill hoses when not in use.

Remote Outlet & Spring Reel

The system shall include a dedicated regulated remote outlet mounted in/on the fill station air control panel. The outlet shall include:

- Adjustable pressure regulator
- Regulated pressure gauge
- Shutoff valve

The system shall include a spring rewind reel, equipped with a 50' (6000 psig) hose with quick connect fill assembly and ball stop.

A quick-connect to CGA-347 adapter shall be furnished loose. The adapter shall include a safety relief valve, pre-set at 4900 psig.

SCBA Cylinder Storage

The trailer shall include a drop in type storage rack capable of holding a minimum of twenty (20), 2216 psi, 30 minute MSA SCBA cylinders.

Trailer

All of the components shall be mounted to a heavy duty, highway rated trailer. The complete compressor, purification and 4-cylinder storage system shall be provided on a steel frame bolted to the trailer's steel frame. Additional storage may be remote mounted. All of the components shall be sheltered from the elements by a weather resistant enclosure. The enclosure shall provide access panels for operating, servicing and routine maintenance. Door panels are to be opened during the operation of the compressor to facilitate ventilation of the enclosure and equipment.

Trailer Features

- 8' wide x 18' long with torflex, dual axles (4 wheels)
- Electric/hydraulic surge brake
- Ball coupler hitch available
- Exhaust connection in roof with safety guard
- DOT required lights
- Fenders
- Maximum towing speed of 55 MPH
- Safety chains
- ATP stone guard
- Weight-load matched radial tires
- Spare tire
- 12 vdc interior ceiling light
- Two (2) rear stabilizer jacks
- Double rear doors, walk-in side door and awning ventilation door (for compressor)
- 10,000 lb GVWR axles
- Four (4) removable tripod lights, 500 W each
- Four exterior 20 amp receptacles located each tripod light (120 volt)
- Two (2) interior duplex receptacles (120 volt)
- Interior lighting (120v) appropriate for lighting all functional areas.
- Color: Red
- Double rear doors and single (walk in) front door
- Two (2) roll up ventilation doors
- White vinyl covered walls and ceilings
- Extended tongue to accommodate future installation of other equipment

Generator

The trailer shall be equipped with an on-board electric generator, rated to produce 45 kW stand-by and 40.7 continuous power. Additionally, the generator shall be capable of producing 120 volt single phase and/or 230/460 volt 3-phase power. The engine shall be water-cooled with radiator and package enclosure. The enclosure shall be powder coated with a 2-step process in order to reduce corrosion. The enclosure shall incorporate labyrinth air channeling to help reduce dirt accumulation and operating noise. The generator package shall include engine vibration isolation for smooth and quiet operation. The package shall be designed so that full access for maintenance can be accomplished from a one side, via remove-able panel(s).

The system shall include grounding rod with 75 ' of ground cable and manual reel

The system shall include a minimum 25-gallon diesel fuel tank. The minimum engine fuel consumption shall be 0.85 at 25%, 1.70 at 50% and 3.40 at 100% US gallons/hour, respectively.

Electrical Panel

The system shall include a duty-rated breaker panel, equipped with breakers for the respective equipment, receptacles, lighting and reel. The system shall be configured with male & female (ship-to-

shore) plugs so that:

1. For normal operation, the generator can be connected to the breaker panel in order to power on-board equipment, such as lights, receptacles and compressor.
2. The generator can “disconnected” from the breaker panel and connect (via customer-supplied cord & plugs) to an external power demand.
3. Or, an external (shore) power source can connect to the breaker panel (via customer-supplied cord & plugs) to on-board equipment (without running the generator).

Electrical Cord Reel

The system shall include an electric rewind reel, equipped with 100’ of yellow 12/4 electrical cord.

Assembly, Testing and Preparation for Shipment

The system shall be assembled and tested by the manufacturer prior to shipment. A copy of the manufacturer’s test report shall accompany the system modules.

A manufacturer’s nameplate shall be securely affixed to the equipment frame in a conspicuous location. The nameplate shall include, at a minimum, manufacturer’s name, model number and serial number, compressor block number, system operating pressure, compressor operating speed, compressor capacity and charging rate, motor horsepower, voltage, frequency, amperage and date of manufacture.

The system shall be suitably prepared for transport. Component parts, loose parts or associated spare parts shall be packaged separately and shipped in the trailer.

Documentation

A documentation package shall be supplied with the mobile compressor system. The documentation package shall include, at a minimum, two operation manuals with recommended spare parts list as required by NFPA 1901, warranty information and a start-up/warranty registration form.

The Operator’s Instruction and Maintenance Manual for the breathing air station shall be as detailed as possible, outlining all operation and maintenance instructions. The manual shall include detailed illustrated drawings for the compressor block and all system components along with a complete parts listing for all illustrated components. Warnings and safety precautions shall be identified clearly in the manual

Warranty

Bidder is required to provide a minimum one (1) year overall warranty that the unit will be free from defects in materials or workmanship under normal use and service.

In station warranty service will be provided by BIDDER during the first year of ownership by the customer.

Such defective part or parts will be repaired or replaced free of charge and without charge for installation to the original purchaser.

This warranty will not apply to normal maintenance and adjustments.

Compressor Block Warranty

A compressor block warranty shall be provided by the manufacturer for a period of at least 5 years from the date of shipment.

Compressor-Purifier Package Warranty

The manufacturer of the compressor-purifier package and fill station shall warrant this equipment for a minimum of 2 years from the date of shipment.

Service, Support and Capability

The vendor shall provide a comprehensive operation & maintenance training class. Training is to be conducted in a single session for a maximum of 4 hours and shall be on-site at the Dinwiddie County Public Safety facility.

The vendor must obtain an air sample at the time of start up and provide accredited NFPA 1989 results.

The vendor must have a factory and/or service facility, parts warehouse and at least three (3) factory-certified field technicians. The vendor shall have 24-hour service capability and provide certification by the air system manufacturer as proof of factory-training for the vendor's service technicians.

Bidders must provide at least 5 references of similar trailers that they have built and provide routine service for.

2-Year Service

Bidders must include pricing for the following equipment/services:

1. **2-Year Annual Service Plan**- 2 visits (end of years 1 and 2, respectively), 1 time per year visit, including replacement of normal expendables (purifier cartridge, intake filter, oil and other items as needed). Also include system inspection and corresponding certification (documentation for customer of service for each visit). Technician must be factory certified by the compressor manufacturer.
2. **2-Year Quarterly Air Test Program**- 8 tests total, 4 tests/year, include shipping of kits to RCC, if needed, for customer to obtain air samples. Results to be Grade E, accredited.