

COUNTY OF YORK, VIRGINIA
INVITATION FOR BIDS (IFB)

Issue Date: November 4, 2009

IFB # 1724

Title: VEHICLE EXHAUST REMOVAL SYSTEM: FIRE STATIONS

Classification Code: 54513

Issuing Agency:

County of York, Virginia
Central Purchasing
120 Alexander Hamilton Blvd.
P.O. Box 532
Yorktown, Virginia 23690

Using Agency And/Or Location
Where Work Will Be Performed:

County of York
Fire and Life Safety
P.O. Box 532
Yorktown, Virginia 23690

Sealed Bids Will Be Received Until 2:00 p.m., Tuesday November 17, 2009

NOTE: Five (5) copies of your Bid will be required.

NOTE: A MANDATORY PRE-BID MEETING for all Bidders will be held at 1:00 p.m. on Tuesday, November 10, 2009. See **Section 3.0 for details.**

All Inquiries For Information Should Be Directed To: Denise F. Weston, CPPB, Senior Buyer,
Telephone: (757) 890-3680.

SEND BIDS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE

In Compliance With this Invitation for Bid, The Undersigned Offers To Provide The Requested Service(s) Shown in the Attached/Enclosed (A signed Letter of Transmittal may be substituted for this cover page.)

Name and Address of Firm:

_____ Date: _____

_____ By: _____
Signature in Ink

_____ Title: _____

Telephone No.: () _____

Facsimile No. () _____ Federal Tax ID# _____

1.0 PURPOSE:

It is the express purpose of this formal Invitation for Bids (IFB) to acquire the services of a fully qualified Contractor to furnish and install a vehicle exhaust removal system at each of Six (6) York County fire stations for the County of York, VA, hereinafter "Owner", Department of General Services. The resulting installation contract shall be for a one year period which may be renewed annually at the Owner's option for five (5) additional one-year periods.

1.1 DEFINITIONS:

PCO = Photo-Catalytic Oxidation

VOC's = Volatile organic compounds

CFM = cubic feet per minute

NOM = nomenclature

MERV 11 = Minimum Efficiency Reporting Value of 11

ASHRAE Standard 52.2 = American Society of Heating, Refrigeration, and Air-Conditioning (52.2 Engineers standard test procedure for evaluating the performance of air-cleaning devices as a function of particle size.)

MERV 16 = Minimum Efficiency Reporting Value of 16

nm = nanometers

UV = ultra violet

TiO₂ = titanium dioxide

sq ft = square foot

mW/cm² = milliwatt per square centimeter

UV-C = shortwave ultra violet that included germicidal ultra violet

RPM = rotations per minute

UL = Underwriters Laboratory

ETL = Intertek product test certification

ISO 9001 = International Organization for Standardization – quality management standard

CO/NO₂ = carbon monoxide/nitrogen dioxide

NEMA = Standard for Enclosures for Electrical Equipment

HVAC = Heating, ventilation and air-conditioning

2.0 SCOPE OF WORK:

The successful Contractor shall provide all material, tools, equipment, labor, supervision, insurance, bonds, warranty and training required to furnish and install vehicle exhaust removal system units in the fire stations listed in Section 2.4., in accordance with all specifications in Section 4.0.

2.1 The proposed vehicle exhaust removal system unit shall be comprised of a filtration system and an activation system which shall operate together to generate 8-10 air

exchanges within a 1 hour time frame for the purpose of containment and elimination of 100 % of all harmful vehicle exhaust emissions from fire apparatus, as well as contaminants and toxins generated by other sources.

Contaminants may consist of airborne engine vapors, diesel exhaust, soot, gases, carbon monoxide, nitrous dioxide, and any other gas or diesel exhaust powered equipment located in the bay area.

Toxins to be captured include VOC's, particulate and damaging lung dust

- 2.2 The technology designed to capture or neutralize diesel exhaust soot and gases shall be a progressive filtration unit which incorporates Photo-Catalytic Oxidation (PCO) technology that provides chemical-free oxidation of volatile organic compounds (VOC's) and microbes.
- 2.3 The Contractor shall position/install the units in a manner to ensure effective capture of VOC's and produce a clean occupied space.
- 2.4 INSTALLATION LOCATIONS:
- Fire Station #1/Grafton
5751 George Washington Memorial Highway
Grafton, VA 23692
 - Fire Station #2/Tabb
4405 Big Bethel Road
Tabb, VA 23693
 - Fire Station #3/Bruton
114 Hubbard Lane
Williamsburg, VA 23185
 - Fire Station #4/Yorktown
901 Goosely Road
Yorktown, VA 23690
 - Fire Station #5/Skimino
2000 Newman Road
Williamsburg, VA 23185
 - Fire Station #6/Seaford
503 Back Creek Road
Seaford, VA 23696

3.0 MANDATORY PRE-BID MEETING:

A MANDATORY Pre-bid meeting for all Bidders will be held at 1:00 p.m. on Tuesday, November 10, 2009 beginning at the Public Safety Building Meeting Room, 301 Goodwin Neck Road, Yorktown, VA 23692, and proceed from there to each installation location listed in Section 2.4. The purpose of this meeting is to clarify information and answer any questions concerning this bid. Bidders shall conduct an evaluation of the available electrical service while at each installation location. These site visits shall provide the Bidder with the needed information to include the total cost of installation in their bids.

4.0 SPECIFICATIONS

- 4.1 The quantity of exhaust removal units needed shall be determined by the cubic footage of the bay area in which the vehicles are parked at each of the 6 fire stations. As stated in Section 2.1, each unit shall produce 8 air exchanges per hour, which means every 7.5 minutes a change of air will occur through the cleaners. This formula for determining the number of units will be used unless otherwise specified.
- 4.2 The cubic foot dimensions of each fire station listed below, shall determine the number of vehicle exhaust removal units to be priced in the bid. (See also Section 20.0 PRICE SCHEDULE. All units shall be equipped with a blower/motor rated no less than 3000 cubic feet per minute. **Only 3000 CFM units are to be proposed. No other CFM rated units shall be accepted (NO SUBSTITUTE).**

Fire Station #1 Dimension: Cubic Feet 52000

Fire Station #2 Dimension: Cubic Feet 74800

Fire Station #3 Dimension: Cubic Feet 58800

Fire Station #4 Dimension: Cubic Feet 49896

Fire Station #5 Dimension: Cubic Feet 49896

Fire Station #6 Dimension: Cubic Feet 49896

4.3 FILTRATION:

The vehicle exhaust removal system shall include all of the following filter sections: Pre-Filter, Primary Filter, Gas Phase and Photo Catalytic Oxidation. The filters shall not be proprietary, but rather available for purchase on the open market. The filter sizes shall remain constant among the units installed at all locations. The Contractor shall supply 2 complete sets of replacement filters for each unit.

4.3.1 Pre Filter:

Shall be of extended surface pleated type 24 X 24 X 4" (NOM). Media shall be 100% synthetic fibers. An expanded metal reinforcement shall be laminated to the air heavy side. A heavy duty moisture resistant beverage board shall be used to encase the frame. It shall be rated at MERV 11 where tested in accordance with ASHRAE 522 Test Standard.

4.3.2 Primary Filter:

A MERV 16 grade air filter with efficiency based upon .3 micron size particle. The media shall be manufactured with high efficiency glass micro-fibers media; pleated to form the media sack. Thermoplastic glue-bead separators shall be inserted between each pleat to provide an extensive open area for airflow and to stabilize the media pack. A heavy-duty corrosion resistant durable plastic frame shall encapsulate the media pack. Self extinguishing adhesive shall bond the media pack to the frame. Size shall be 24 X 24 X 12" (NOM).

4.3.3 Gas Phase:

The unit shall be equipped with a carbon filter that is a combination 50/50 blend of activated carbon and potassium permanganate on zeolite. The housing shall consist of 23.5" X 23.5" X 7.75" gauge aluminized steel with a header that holds 8 replaceable disposable trays. The pollutants from diesel exhaust, unspent diesel fuel, sulfur-based compounds, nitric acid and nitrogen dioxide shall be absorbed into the material and removed from the air stream. The two materials shall absorb and oxidize the chemical compounds and have a gross weight of 26+ lbs. Care shall be taken to ensure the preceding filters are properly sealed so as not to contaminate the carbon filter with soot or other debris.

4.3.4 Photo Catalytic Oxidation Chamber (PCO):

PCO technology provides chemical-free oxidation of volatile organic chemicals (VOC's) and microbes.

The PCO shall utilize the activation of a catalytic surface with ultra violet UV lamps having a spectra less than 390 nanometers (nm).

The PCO shall utilize a grid made of aircraft aluminum honeycomb material with 1/8" cells and 3/4" thick and shall be 70 square feet of surface area. This grid shall be impregnated with titanium dioxide (TiO₂) into the cell area and on the total surface area (70 sq ft) of the grid or substrate. This application shall be rugged enough so as not to flake off or deteriorate over time and should be washable with mild soap and water.

The surface area of the grid or catalyst shall be illuminated with two UV lamps of at least 3 mW/cm². The lamps shall be UV-C 254 nanometers and have a life expectancy of 9000 hours.

4.4 UNIT CABINETS:

The cabinet shall be manufactured of 16 gauge steel of clenched or welded construction. A one piece cabinet is desirable for strength and rigidity. The units shall have pre-drilled flange holder for mounting. Cabinet shall have access panels that are hinged for both entry to filters and motor blower compartments. Unit shall be equipped adjustable exhaust diffuser grill. Cabinet finish shall be industrial powder coated, baked finish.

4.5 BLOWER MOTOR:

Motors shall be direct drive, forward curved blades; 1 HP / 1725 RPM / Single Phase, permanent split-capacitor motor, automatic reset thermal protection. Motors shall be ball bearing style, dual voltage 220, 8.0 amps respectively.

4.6 ELECTRICAL CONTROL PANEL:

Control panel shall be UL or ETL certified, constructed of polycarbonate with a NEMA 4X rated enclosure, and shall include the following components:

- Door interlock can be padlocked
- Master system stop pushbutton on front cover
- Run power light/motor overload indicator
- Internal programmable relay with a diagnostic screen for error messages
- Auto/Manual operational selector switch
- Additional time push button
- Sequenced motor starting
- Long range photo electric
- CO/NO₂ monitor
- LED filter change indicator visible from the floor level mounted on the unit
- Optional connector operating terminals (4) for Wireless Auto-Start, Photo Eyes, or any other activation devise requiring low voltage to active system

5.0 VEHICLE EXHAUST REMOVAL SYSTEM ACTIVATION AND OPERATION:

The proposed vehicle exhaust removal system shall have three modes of activation:

1. Operates automatically when the apparatus bay doors open,
2. operates automatically in the presence of set levels of contaminants,
3. and manual activation.

The system shall be designed to stagger the start-up and shut down to minimize power surges, and shall remain on for a set time after activation.

5.1 Automatic Mode:

The circuit shall activate when a vehicle passes and blocks the photoelectric sensor for more than a few seconds.

Unit motors shall be programmed to sequence on with a 5 second delay between motors.

The motors shall run for a predetermined time. This time shall be adjustable “in the field” by Fire & Life Safety and/or Facility Maintenance Staff if necessary.

5.2 CO/NO2 Monitor Mode:

The circuit shall activate automatically in the presence of set levels of contaminants.

5.3 Manual Mode:

The motors shall run continuously.

5.4 Additional Time Mode:

Provides a preset amount of run time for the motors and shall function under the following conditions;

Upon depressing the ‘additional time’ button, the motors shall sequence on and continue running for the predetermined length of time unless the system is manually stopped, or the ‘auto/manual’ switch is changed back to the manual mode.

5.5 Decibel Levels:

The proposed vehicle exhaust removal system shall meet or exceed all OSHA regulations regarding required decibel levels.

The decibel level of the proposed vehicle exhaust removal system shall not interfere with radio traffic or alarms heard on the existing speaker system installed overhead in the bay areas of the fire stations.

6.0 PERMITS, LICENSES AND REGULATIONS:

Contractor and/or subcontractor shall be responsible for obtaining all necessary building permits, at their/its sole cost. Contractor shall keep itself fully informed of and shall

comply with all County, State and Federal laws and regulations, which in any manner effect the Work.

7.0 INSTALLATION REQUIREMENTS:

- Contractor shall ensure installation of all equipment is accomplished by qualified licensed personnel, and ensure operational readiness to the specifications herein.
- The completed installations shall meet all applicable building, electrical, HVAC, and fire safety code requirements in effect on the date the permit is issued.
- The installation shall not generate the need to move any fire suppression devices such as a fire sprinkler head unless approved by the permits and inspection office. Nor shall the system be installed, at any site, in a manner, which would affect the ability of any fire suppression system to operate as intended.
- The installation shall not generate the need to move other serviceable equipment.
- The installation shall not affect the operation of fuel fired heating appliances in the bay areas.
- The installation shall not hinder access to the roof attic areas.

8.0 GENERAL TERMS AND CONDITIONS:

8.1 APPLICABLE POLICY:

This solicitation is subject to the provisions of the County of York, Virginia, Procurement Policy O08-18, and any revisions thereto.

8.2 MANDATORY USE OF FORM:

All responses to an Invitation for Bid (IFB) must be submitted on and in accordance with this form. If more space is required to furnish a description of the good and/or services offered or delivery terms, Bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in a sealed envelope plainly marked with the IFB number, date and time of bid opening.

8.3 OPENING DATE/TIME:

Bids and amendments thereto, or withdrawal of bids submitted, if received by Owner after the date and time specified for the scheduled bid opening, will not be considered. It will be the responsibility of Bidder to see that its bid is in the Purchasing office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic bids (including FAX) will not be accepted.

8.4 INCONSISTENCIES IN CONDITIONS:

In the event there are inconsistencies between the General Terms and Conditions and the Special Terms and Conditions, if any, and/or other schedules contained herein, the latter two shall take precedence.

8.5 CLARIFICATION OF TERMS:

Questions about the specifications or other solicitation documents, should be directed to the buyer whose name appears on the face of this solicitation. Any revisions to the solicitation will be made only by written addendum issued by the Owner.

8.6 TESTING/INSPECTION:

Owner reserves the right to conduct any test or inspection it may deem advisable to ensure that goods and services conform to the specifications.

8.7 INVOICES:

Invoices for goods or services ordered, delivered and accepted shall be submitted directly to the 'INVOICE TO:' address shown on the purchase order or contract. All invoices shall show the Contract number and/or purchase order number. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect offers or discounts for payment in less than thirty (30) days.

8.8 DEFAULT:

In the event of a default by Contractor, the Owner reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. If, however, public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.

8.9 ETHICS IN PUBLIC CONTRACTING:

By submitting its bid, each Bidder certifies that its bid is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid, and that it has not conferred on any public employee having official responsibility for this procurement 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.

8.10 ANTI-DISCRIMINATION:

By submitting its bids or proposals, Bidder certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

- a. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or 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.

Contractor, in all solicitations for advertisements for employees placed in behalf of Contractor, will state that Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- b. Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

8.11 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

Bidder certifies that it does not and will not during the performance of the Contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

8.12 INDEMNITY AGREEMENT:

The following shall be deemed incorporated into any contract awarded as a consequence of this bid to the same extent as if fully set forth therein:

Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the Contract whether or not due to any act of its or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence, of Owner, its employees, servants, or agents. Compliance by Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

Should Contractor, or any of its subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release Owner from and indemnify and save harmless Owner from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.

9.0 SURETY:

The Contractor shall furnish Surety Bonds, in the forms provided herein, each in an amount equal to One Hundred Percent (100%) of the contract as security for the faithful performance of this contract and for the payment of persons performing labor on the project under this agreement. The Performance Bond shall also require the Contractor to make good, at his own expense, work due to imperfect materials and workmanship for a period of one year after final acceptance by the Owner. The surety on both bonds shall be a duly authorized Surety Company or Companies satisfactory to the Owner.

10.0 INSURANCE: (Revised 05/2005)

The Contractor shall carry insurance in the amount specified below, including the Contractual Liability assumed by the contractor and shall deliver certificates of insurance from carriers acceptable to the owner specifying such limits, along with a proper endorsement naming the "County of York, its Officers, Agents and Employees" as

Additional Insured on a primary basis (Form No. GL-20-10) on applicable policy(s), 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.

Worker's Compensation and Employer's Liability

Coverage A - Statutory Requirement

Coverage B - \$100,000; \$100,000; \$500,000

Comprehensive Automobile Liability, including Owned, Non-Owned
Hired Car Coverage.

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury or
Property Damage.

Commercial General Liability

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury or
Property Damage.

Contractual Liability includes the Contractual liability assumed
hereunder.

Completed Operations Insurance, to remain in full effect until the
date of acceptance of the project by the Owner.

Umbrella Liability

Excess Liability over Employers Liability, Comprehensive
Automobile Liability and Commercial Liability policies.

Limits of Liability - \$1,000,000. Each Occurrence
\$1,000,000. Aggregate

11.0 MAINTENANCE OF JOB SITE:

Contractor shall be responsible for maintaining clean and presentable job sites and for proper disposal of all debris generated as part of the project. All scrap, demolished material and debris shall be directly deposited into a dumpster, dump truck or suitable container provided by Contractor and removed from the premises. The job sites shall be clean and secure to the degree that they will be safe for the public. Special attention to the sites shall be taken to prevent the possibility of any job site debris from being blown or moved as a result of adverse weather conditions.

12.0 WARRANTY:

The Bidder agrees that the products and services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the

Bidder gives any customer for such products and services and that the rights and remedies provided therein are in addition to and do not limit those available to the Owner by any other clause of this solicitation or applicable state or federal law. **Warranties shall be provided by Bidders for a minimum of 2 years (parts and labor), and shall be submitted with bids.**

13.0 GUARANTEE:

All materials and equipment, furnished by the Contractor, and all work involved in this Contract shall be and the same are hereby guaranteed by the Contractor free from defects owing to faulty materials or workmanship for a period of one year after date of substantial completion of the work. All work which proves defective, by reason of faulty material or workmanship within said period of one year, shall be replaced by the Contractor free of cost to the Owner. Nothing herein shall be deemed a waiver of any other available remedy for contract default, or as a waiver of any applicable statutory limitations period, nor as a waiver of any other applicable warranty period.

14.0 TESTING/INSPECTION:

Owner reserves the right to conduct any test or inspection it may deem advisable to ensure that goods and services conform to the specifications.

15.0 REPLACEMENT OF DAMAGED GOODS OR OWNER'S PROPERTY:

Any damages to products or to Owner's property, finished surfaces or existing structures resulting from delivery of the products or resulting from this installation shall be replaced/repared to Owner's satisfaction at Contractor's sole expense.

16.0 CONTRACT:

The final written agreement under which the successful Bidder will provide services to the Owner will generally contain those terms and conditions listed in the attached sample contract format. Specifics unique to this project as well as fees for service and time schedules are the primary matters for negotiation. Bidders should indicate in their proposal which clauses they would seek to modify if they were evaluated as the top Bidder.

17.0 INVOICES:

Invoices for services provided and accepted shall be submitted directly to York County Department of General Services, PO Box 532, Yorktown, VA 23690-0532. All invoices shall show the contract number and/or purchase order number. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers or discounts for payment in less than 30 days.

18.0 INFORMATION FOR BIDDERS TO PROVIDE SERVICES:

- A. Award will be made to the lowest responsible and responsive bidder. The quality of the services to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award.
- B. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.
- C. Acceptance of a bid by the County is not an order to proceed.
- D. Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the services described therein, shall constitute a contract between the bidder and the County, which shall bind the bidder on his part to furnish and deliver the services quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the County on its part to pay for, at the agreed prices, all services specified and delivered.
- E. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed and dated in ink by person signing quotations.
- F. All quotations must be signed with the firm name and be signed by an officer or authorized employee of the firm. In the case of a corporation, the title of the officer signing must be stated and each officer must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner".
- G. Verify your quotations before submission as they cannot be withdrawn or corrected after being opened.
- H. If you do not quote, return this sheet and state reason. Otherwise your name may be removed from our mailing list.

19.0 COOPERATIVE PROCUREMENT:

This solicitation is being conducted under the provisions of § 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 Proposal (RFP) or Invitation for Bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies.

If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms.

Any jurisdiction using such contracts shall place its own order(s) directly with the successful Contractor(s). The County of York acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions.

It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s).

Bidder desiring to offer to other jurisdictions under this clause shall so indicate in their response.

BID FORM

COUNTY OF YORK, VA
 VEHICLE EXHAUST REMOVAL SYSTEM: FIRE STATIONS

INVITATION FOR BID (IFB) #1724

20.0 PRICE SCHEDULE:

Provide all management, supervision, labor, and materials, required to complete all work associated to furnish and install:

VEHICLE EXHAUST REMOVAL SYSTEM: FIRE STATIONS

Item #	Station ID	Fire Station Dimensions/ Cu. Ft.	# of Units Bid	Unit Price	Total Station Price
1	Fire Station #1	52000		\$	\$
2	Fire Station #2	74800		\$	\$
3	Fire Station #3	58800		\$	\$
4	Fire Station #4	49896		\$	\$
5	Fire Station #5	49896		\$	\$
6	Fire Station #6	49896		\$	\$
GRAND TOTAL:					\$

CONTRACT COMPLETION DATE:

The Undersigned agrees, if awarded the Contract, to complete the entire work within 30 calendar days from issuance of written Notice to Proceed.

CONTRACTOR'S INFORMATION:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Authorized Signature for this Invitation for Bid (IFB):

Name/Title: _____

Signature: _____

CONTRACTOR DATA:

If you have not done business with the County of York, please complete the following:

Years in Business: Indicate the length of time you have been in business providing this type of service:

Years _____ months _____.

References: Indicate below a listing of at least three recent references for which you have provided this type of service. Include the date service was furnished and the name and address of the person we have your permission to contact.

CLIENT	DATE	ADDRESS	PERSON TO CONTACT AND PHONE NUMBER_
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**SAMPLE CONTRACT FORM
INSTALLATION CONTRACT**

Agreement No. _____

This AGREEMENT, dated this _____ day of _____, 200__ by and between COUNTY OF YORK, VIRGINIA (a political subdivision of the Commonwealth of Virginia); hereinafter called the Owner; and _____, (a corporation/partnership/limited liability company organized and existing under the laws of the Commonwealth of Virginia); hereinafter called the Contractor.

WITNESSETH: The Owner and Contractor, for the consideration stated herein, agree as follows:

Scope of Work:

The Contractor shall perform all required work and shall provide and furnish all labor, materials, as described in Section 2.0 of IFB 1724, as well as all necessary tools, expendable equipment, utility and transportation services and all else required to complete the installation of services, and operation as described in Section 5.0, 6.0 and 7.0 of IFB NO. 1724, in accordance with all Specifications in Section 4.0, and all other terms and conditions set out in IFB 1724, and all other documents as may be required by law for:

VEHICLE EXHAUST REMOVAL SYSTEM: FIRE STATIONS

It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said work performed and completed under the direction and supervision of the Contractor and subject to the approval of the Owner or its authorized representative.

Guarantee:

All materials and equipment, furnished by the Contractor, and all construction involved in this Contract shall be and the same are hereby guaranteed by the Contractor free from defects owing to faulty materials or workmanship for a period of one year after date of completion and acceptance by the Owner of the work. All work which proves defective, by reason of faulty material or workmanship, furnished by the Contractor within said period of one year, shall be replaced by the Contractor free of cost to the Owner. Nothing herein shall be deemed as a waiver of any other available remedy for contract default, or as the waiver of any applicable statutory limitations period for actions for contract default.

Contract Price:

The Owner shall pay the Contractor as just compensation for the performance of this Contract, subject to any additions or deductions as provided in the Contract Documents,

the Contract Amount of _____ Dollars (\$ _____) based upon unit and total prices as shown in Section 20.0 PRICE SCHEDULE of the IFB.

Payments:

The Owner will pay to the Contractor, the contract amount above by the payment terms as set out in Section 17.0 INVOICES of IFB 1724.

Time:

The undersigned Contractor agrees to commence work within 10 calendar days after the date of Notice to Proceed and further agrees to complete the Contract Work within the following specified time limits:

ALL CONTRACT WORK: 30 CALENDAR DAYS FROM DATE OF NOTICE TO PROCEED

THIS AGREEMENT SHALL BE BINDING UPON ALL PARTIES HERETO AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS.

Component Parts of the Contract:

This Contract consists of the following component parts (also contract documents, all of which are hereby made a part hereof as if herein set out in full:

1. Invitation for Bids (IFB) No.1724 dated November 4, 2009
2. Bid Proposal
3. Installation Contract
4. Certificate of Insurance
5. Contractor's License (if required)
6. Notice of Award (Purchase Order)
7. Notice to Proceed
8. Change Orders (if any)
9. Warranty
10. Other Documents as may be required by law or appended hereto

ADDENDA:

No. _____, dated _____ 2009

No. _____, dated _____ 2009

No. _____, dated _____ 2009

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written in (4) counter-parts each of which shall for all purposes be deemed an original.

ATTEST:

NAME

COUNTY OF YORK, VIRGINIA
OWNER

TITLE

BY
County Administrator
TITLE

ATTEST:

NAME

CONTRACTOR

TITLE

BY

TITLE

CONTRACTOR'S ADDRESS:

CONTRACTOR'S FEDERAL I. D. NO.

APPROVED AS TO FORM:

COUNTY ATTORNEY
RESERVED FOR CERTIFICATE OF INSURANCE,
AND ADDITIONAL INSURED FORM CG-20-10
OR OTHER SATISFACTORY EVIDENCE OF REQUIRED COVERAGE

SAMPLE FORM
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter call the Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

County of York, Virginia
(Name of Owner)

P. O. Box 532, Yorktown, Virginia 23690
(Address of Owner)

hereinafter called Owner, in the penal sum of _____

Dollars, (\$ _____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the _____ day of _____, 200__, a copy of which is hereto attached and made a part hereof for the Construction of:

VEHICLE EXHAUST REMOVAL SYSTEM: FIRE STATIONS

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing material for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts each one of which shall be deemed an original, this the _____ day of _____, 200__.

ATTEST:

(PRINCIPAL) SECRETARY	PRINCIPAL
	BY _____

SEAL

WITNESS TO PRINCIPAL	ADDRESS

ADDRESS	

ATTEST:

(SURETY) SECRETARY	SURETY
	BY _____
	(ATTORNEY-IN-FACT)

SEAL

WITNESS AS TO SURETY	ADDRESS

ADDRESS	

NOTE: Date of Bond must be as to date of Contract.
If Contractor is a Partnership, all partners should execute Bond.

SAMPLE FORM
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter call the Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of _____

Dollars, (\$_____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the _____ day of _____, 200____, a copy of which is hereto attached and made a part hereof for the Installation of:

VEHICLE EXHAUST REMOVAL SYSTEM: FIRE STATIONS

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or the Specifications.

PROVIDED, FURTHER, that no default settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts each one of which shall be deemed an original, this the _____ day of _____, 200__.

ATTEST:

_____	_____
(PRINCIPAL) SECRETARY	PRINCIPAL
SEAL	BY _____

_____	_____
WITNESS TO PRINCIPAL	ADDRESS
_____	_____
ADDRESS	
_____	_____

ATTEST:

_____	_____
(SURETY) SECRETARY	SURETY
SEAL	BY _____
	(ATTORNEY-IN-FACT)

_____	_____
WITNESS AS TO SURETY	ADDRESS
_____	_____
ADDRESS	

NOTE: Date of Bond must be as to date of Contract.
If Contractor is a Partnership, all partners should execute Bond.