INVITATION FOR BIDS
IFB

Issue Date: June 5, 2006

Title: Generators

Using Agency and/or Location
Longwood University
Materiel Management Office
Bristow Building, Corner Redford and High Sts.
Farmville, Virginia 23909

Where Work Will Be Performed
Longwood University

Sealed Bids Will Be Received until June 12, 2006 at 2:00 p.m. local time for furnishing the services described herein.

All Inquiries for Information should be directed to: James E. Simpson, Director Materiel Management (434) 395-2093.

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO: Longwood University, Room #218, Bristow Building, Corner Redford and Main Streets, Farmville, Virginia 23909.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees To Furnish The Services Described At The Prices(s) Indicated in Section VII, Pricing Schedule.

Name and Address of Firm:

_____________________________ Date:__________________
_____________________________ By:_____________________
_____________________________ Signature in Ink
__________________ Zip Code________ Title:____________________

FEI/FIN NO. _____________________ Telephone No.: (    )__________
email address________________________ Fax No: (    )__________

EVA member yes________no________

*Note: See General Terms and Conditions item X, page 14 for membership details. Contractor shall be a member of eVA to be awarded this contract.

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

CONTRACTOR SHALL BE A MEMBER OF EVA TO BE AWARDED THIS CONTRACT.
REGISTRATION INFORMATION IS FOUND ON PAGE 14 OF THIS SOLICITATION.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th></th>
<th>Purpose</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Scope of Work</td>
<td>3 - 15</td>
</tr>
<tr>
<td>II.</td>
<td>General Terms and Conditions</td>
<td>16 – 23</td>
</tr>
<tr>
<td>IV.</td>
<td>Special Terms and Conditions</td>
<td>24-29</td>
</tr>
<tr>
<td>VI.</td>
<td>Method of Payment</td>
<td>29</td>
</tr>
<tr>
<td>VII.</td>
<td>Pricing Schedule</td>
<td>30</td>
</tr>
<tr>
<td>VIII.</td>
<td>Vendor Data Sheet</td>
<td>31 - 32</td>
</tr>
</tbody>
</table>
I. **Purpose:** The intent and purpose of this Invitation For Bid [IFB] is to establish a contract with one qualified contractor for furnishing and installing one (1) diesel stand-by emergency generator for Longwood University; Farmville, Virginia.

II. **Scope of Work:** The contractor shall furnish, deliver and install the following described item:

One (1) each 250 kw diesel stand by emergency generator.

**Installation:** The work includes supplying and installing a complete integrated generator system. The system consists of a diesel generator set with related component accessories and automatic transfer switches specified under a separate section.

**Fuel System:** The Contractor shall provide a full tank of diesel fuel for the completion of all testing.

**System Test:** A complete system load test shall be performed after all equipment is installed. Guidelines in the Start-up section.

**Requirements, Codes and Regulations:** The equipment supplied and installed shall meet the requirements of the NEC and all applicable local codes and regulations. All equipment shall be of new and current production by a Manufacturer who has 25 years of experience building this type of equipment. Manufacturer shall be ISO9001 certified.

**Substitution:** Proposed deviations from the specifications shall be treated as follows: Requests for substitutions shall be made a minimum of ten (10) days prior to bid date. Manufacturers catalog data shall accompany each request and authorized acceptance shall be addenda only.

**Substitution Responsibility**

The power system has been designed to the specified manufacturer's electrical and physical characteristics. The equipment sizing, spacing, amounts, electrical wiring, ventilation equipment, fuel and exhaust components have all been sized and designed around CATERPILLAR or approved equal supplied equipment. Should any substitutions be made, the contractor shall bear responsibility for the installation, coordination and operation of the system as well as any engineering and redesign costs, which may result from such substitutions.

**Submittals**

**Engine-generator submittals shall include the following information:**
1. Factory published specification sheet.
2. Manufacturer's catalog cut sheets of all auxiliary components such as battery charger, control panel, enclosure, etc.
3. Dimensional elevation and layout drawings of the generator set, enclosure and transfer switchgear and related accessories.
4. Weights of all equipment.
5. Concrete pad recommendation, layout and stub-up locations of electrical and fuel systems.
6. Interconnect wiring diagram of complete emergency system, including generator, switchgear, day tank, remote pumps, battery charger, control panel, and remote alarm indications.
7. Engine mechanical data, including heat rejection, exhaust gas flows, combustion air and ventilation air flows, fuel consumption, etc.
8. Generator electrical data including temperature and insulation data, cooling requirements, excitation ratings, voltage regulation, voltage regulator, efficiencies, waveform distortion and telephone influence factor.
9. Generator resistances, reactances and time constants.
10. Generator locked rotor motor starting curves.
11. Manufacturer's and dealer's written warranty.

System Responsibility

Generator Set Distributor
The completed engine generator set shall be supplied by the Manufacturer's authorized distributor only.

Requirements, Codes and Regulations
The equipment supplied and installed shall meet the requirements of NEC and all-applicable local codes and regulations. All equipment shall be new, of current production. There shall be one source responsibility for warranty; parts and service through a local representative with factory trained service personnel.

Automatic Transfer Switch
The automatic transfer switch(es) specified in another section shall be supplied by the generator set manufacturer in order to establish and maintain a single source of system responsibility and coordination.

Warranty

Two Year Standby (ISO 8528-1: ESP) Generator Set Warranty
The manufacturer's standard warranty shall in no event be for a period of less than two (2) years from date of initial start-up of the system and shall include repair parts, labor, reasonable travel expense necessary for repairs at the job site, and expendables (lubricating oil, filters, antifreeze, and other service items made unusable by the defect) used during the course of repair. Running hours shall be limited to 500 hours annually for the system warranty by both the manufacturer and servicing distributor. Submittals received without written warranties as specified will be rejected in their entirety.

Parts and Service Qualifications

Service Facility
The engine-generator supplier shall maintain 24-hour parts and service capability within 100 miles of the project site. The distributor shall stock parts as needed to support the generator set package for this specific project. The supplier must carry sufficient inventory to cover no less than 80%
parts service within 24hrs and 95% within 48 hours.

Service Personnel
The dealer shall maintain qualified factory trained service personnel.

Product Specifications

General Requirements

Genset Requirements
The generator set shall be Standby Duty rated at 250.0 ekW, 312.5 kVA, 1800 RPM, 0.8 power factor, 480 V, 3-Phase, 60 hertz, including radiator fan and all parasitic loads. Generator set shall be sized to operate at the specified load at a maximum ambient of 11 OF (43.3C) and altitude of 1,500.0 feet (457.2 m).

Material and Parts
All materials and parts comprising the unit shall be new and unused.

Engine
The engine shall be diesel fueled, four (4) cycle, water-cooled, while operating with nominal speed not exceeding 1800 RPM. The engine will utilize in-cylinder combustion technology, as required, to meet applicable EPA non-road mobile regulations and/or the EPA NSPS rule for stationary reciprocating compression ignition engines. The in-cylinder engine technology must not permit unfiltered exhaust gas to be introduced into the combustion cylinder. Emissions requirements / certifications of this package: EPA TIER 1 Capability.

Engine Governing
The engine governor shall be a electronic Engine Control Module (ECM) with 24-volt DC Electric Actuator. The ECM shall be enclosed in an environmentally sealed, die-cast aluminum housing which isolates and protects electronic components from moisture and dirt contamination. Speed droop shall be adjustable from 0 (isochronous) to 10%, from no load to full rated load. Steady state frequency regulation shall be +/- 0.25%. Speed shall be sensed by a magnetic pickup off the engine flywheel ring gear. A provision for remote speed adjustment shall be included. The ECM shall adjust fuel delivery according to exhaust smoke, altitude and cold mode limits. In the event of a DC power loss, the forward acting actuator will move to the minimum fuel position.

Generator

Generator Specifications
The synchronous three phase generator shall be a single bearing, self-ventilated, drip-proof design in accordance with NEMA MG 1 and directly connected to the engine flywheel housing with a flex coupling. The generator shall meet performance class G3 of IEC. The excitation system shall be of brushless construction.

Voltage Regulator

Digital Voltage Regulator
The digital voltage regulator shall be microprocessor based with fully programmable operating and protection characteristics. The regulator shall maintain generator output voltage within +/- 0.25% for any constant load between no load and full load. The regulator shall be capable of sensing true RMS in three phases of alternator output voltage, or operating in single phase sensing mode. The voltage regulator shall include a VAR/Pf control feature as standard. The regulator shall provide an adjustable dual slope regulation characteristic in order to optimize voltage and frequency response for site conditions. The voltage regulator shall include standard the capability to provide generator paralleling with reactive droop compensation and reactive differential compensation.

The voltage regulator shall communicate with the Generator Control Panel via a J1939 communication network with generator voltage adjustments made via the controller keypad. Additionally, the controller shall allow system parameter setup and monitoring, and provide fault alarm and shutdown information through the controller. A PC-based user interface shall be available to allow viewing and modifying operating parameters in a windows compatible environment.

Motor Starting
Provide locked rotor motor starting capability of 681.4 sk VA at 30% instantaneous voltage dip as defined per NEMA MG 1. Sustained voltage dip data is not acceptable.

Circuit Breaker

Circuit Breaker Specifications
Provide a generator mounted 100% circuit breaker, molded case, Qty.( 1 )800A amp trip, 3 pole, NEMA 1/IP22 and Qty.( 1 )400A amp trip, 3 pole, NEMA 1/IP22. Breakers shall utilize a solid state trip unit. The breaker shall be UL/CSA Listed of IEC construction and connected to engine/generator safety shutdowns. Breaker shall be housed in an extension terminal box which is isolated from vibrations induced by the generator set. Mechanical type lugs, sized for the circuit breaker feeders shown on drawing, shall be supplied on the load side of breaker.

Controls - Generator Set Mounted
Provide a fully solid-state, microprocessor based, generator set control. The control panel shall be designed and built by the engine manufacturer. The control shall provide all operating, monitoring, and control functions for the generator set. The control panel shall provide real time digital communications to all engine and regulator controls via SAE J 1939.

Environmental
The generator set control shall be tested and certified to the following environmental conditions.
1. -40°C to + 70°C Operating Range
2. 95% humidity non-condensing, 30°C to 60°C
3. IP22 protection
4. 5% salt spray, 48 hours, +38°C, 36.8V system voltage
5. Sinusoidal vibration 4.3G's RMS, 24-1000Hz
7. Shock: withstand 15G

Functional Requirements
The following functionality shall be integral to the control panel:

1. The control shall include a 33 x 132 pixel, 24mm x 95mm, positive image, transflective LCD display with text based alarm/event descriptions.
2. Audible horn for alarm and shutdown with horn silence switch
3. Standard ISO labeling
4. Multiple language capability
5. Remote start/stop control
6. Local run/off/auto control integral to system microprocessor
7. Cooldown timer
8. Speed adjust
9. Lamp test
10. Push button emergency stop button
11. Voltage adjust
12. Voltage regulator V/Hz slope - adjustable
13. Password protected system programming

Digital Monitoring Capability
The controls shall provide the following digital readouts for the engine and generator. All readings shall be indicated in either metric or English units

**Engine**
1. Engine oil pressure
2. Engine oil temperature
3. Engine coolant temperature
4. Engine RPM
5. Battery volts

**Generator**
1. Generator AC volts (Line to Line, Line to Neutral and Average)
2. Generator AC current (Avg and Per Phase)
3. Generator AC Frequency
4. Generator kW (Total and Per Phase)
5. Generator kVA (Total and Per Phase)
6. Generator kVAR (Total and Per Phase)
7. Power Factor (Avg and Per Phase)
8. Total kW-hr
9. Total kVAR-hr
10. % kW
11. % kV A
12. % kVAR

**Voltage Regulation**
1. Excitation voltage
2. Excitation current

**Alarms and Shutdowns**
The control shall monitor and provide alarm indication and subsequent shutdown for the following conditions. All alarms and shutdowns are accompanied by a time, date, and engine hour stamp that
are stored by the control panel for first and last occurrence:

**Engine Alarm/Shutdown**
1. Low oil pressure alarm/shutdown
2. High coolant temperature alarm/shutdown
3. Loss of coolant shutdown
4. Overspeed shutdown
5. Overcrank shutdown
6. Low coolant level alarm
7. Low fuel level alarm
8. Emergency stop depressed shutdown
9. Low coolant temperature alarm
10. Low battery voltage alarm
11. High battery voltage alarm
12. Control switch not in auto position alarm
13. Battery charger failure alarm

**Generator Alarm/Shutdown**
1. Generator Over Voltage
2. Generator Under Voltage
3. Generator Over Frequency
4. Generator Under Frequency
5. Generator Reverse Power
6. Generator Overcurrent

**Voltage Regulation**
1. Loss of excitation alarm/shutdown
2. Instantaneous over excitation alarm/shutdown
3. Time over excitation alarm/shutdown
4. Rotating diode failure
5. Loss of sensing
6. Loss of PMG

**Inputs and Outputs**

**Programmable** Digital Inputs
The Controller shall include the ability to accept six (6) digital input signals. The signals may be programmed for either high or low activation using programmable Normally Open or Normally Closed contacts.

**Digital Outputs**
The control shall include the ability to operate six (6) programmable relay output signals, integral to the controller. The output relays shall be rated for 2A @ 30VDC and consist of six (6) Form A (Normally Open) contacts and two (10) Form C (Normally Open & Normally Closed) contacts.

**Discrete Outputs**
The control shall include the ability to operate one (1) discrete outputs, integral to the controller, which are capable of sinking up to 300mA.

**Maintenance**
All engine, voltage regulator, control panel and accessory units shall be accessible through a
single electronic service tool. The following maintenance functionality shall be integral to the generator set control:

1. Engine running hours display
2. Service maintenance interval (running hours or calendar days)
3. Engine crank attempt counter
4. Engine successful starts counter
5. 20 events are stored in control panel memory
6. Programmable cycle timer that starts and runs the generator for a predetermined time. Each sequence shall have the following programmable set points:
   a. Day of week
   b. Time of day to start
   c. Duration of cycle

Remote Communications
The control shall include Modbus RTU communications as standard via RS-485 half duplex with configurable baud rates from 2.4k to 57.6k.

Remote Monitoring Software
The control shall provide Monitoring Software with the following functionality
1. Provide access to all date and events on generator set communications network
2. Provide remote control capability for the generator set
3. Ability to monitor up to 12 generator sets
4. Ability to communicate via Modbus RTU or remote modem

Local Annunciation

Local Annunciator (NFPA 99/110, CSA 282)
Provide a local, control panel mounted, annunciator to meet the requirements of NFPA 110, Level 1.

1. Annunciators shall be networked directly to the generator set control
2. Local Annunciator shall include a lamp test pushbutton, alarm horn and alarm acknowledge pushbutton
3. Provide the following individual light indications for protection and diagnostics
   a. Overcrank
   b. Low coolant temperature
   c. High coolant temperature warning
   d. High coolant temperature shutdown
   e. Low oil pressure warning
   f. Low oil pressure shutdown
   g. Overspeed
   h. Low coolant level
   i. EPS supplying load
   j. Control switch not in auto
   k. High battery voltage
   l. Low battery voltage
   m. Battery charger AC failure
   n. Emergency stop
   o. Spare
p. Spare

Cooling System

The generator set shall be equipped with a rail-mounted, engine-driven radiator with blower fan and all accessories. The cooling system shall be sized to operate at full load conditions and 110 F* ambient air entering the room or enclosure (If an enclosure is specified). The generator set supplier is responsible for providing a properly sized cooling system based on the enclosure static pressure restriction.

Fuel System

Fuel System

The fuel system shall be integral with the engine. In addition to the standard fuel filters provided by the engine manufacturer, there shall also be installed a primary fuel filter/water separator in the fuel inlet line to the engine. All fuel piping shall be black iron or flexible fuel hose rated for this service. No galvanized piping will be permitted. Flexible fuel lines shall be minimally rated for 300 degrees F and 100 psi.

Fuel Sub Base Tank

Provide a double wall sub-base tank constructed to meet all local codes and requirements. A fuel tank base of 38 hour capacity @ 100% Rated Load, and 48 hours at 75% of Rated Load shall be provided as an integral part of the enclosure. It shall be contained in a rupture basin with 110% capacity. The tank shall meet UL 142 standards. A locking fill cap, a mechanical reading fuel level gauge, low fuel level alarm contact, and fuel tank rupture alarm contact shall be provided.

Exhaust System

Silencer

A critical grade silencer, companion flanges, and flexible stainless steel exhaust fitting properly sized shall be furnished and installed according to the manufacturer's recommendation. Mounting shall be provided by the contractor as shown on the drawings. The silencer shall be mounted so that its weight is not supported by the engine nor will exhaust system growth due to thermal expansion be imposed on the engine. Exhaust pipe size shall be sufficient to ensure that exhaust backpressure does not exceed the maximum limitations specified by the engine manufacturer.

Starting system

Starting Motor

A DC electric starting system with positive engagement shall be furnished. The motor voltage shall be as recommended by the engine manufacturer.

Jacket Water Heater

Jacket water heater shall be provided and shall be sized to insure that genset will start within the specified time period and ambient conditions.

Batteries

Batteries - A lead-acid storage battery set of the heavy-duty diesel starting type shall be provided.
Battery voltage shall be compatible with the starting system.

Battery Charger
A UL listed/CSA certified 10 amp voltage regulated battery charger shall be provided for each engine generator set. Input AC voltage and DC output voltage shall be as required. Chargers shall be equipped with float and equalize charge settings, with provisions to automatically switch between the two modes. It shall maintain its rated output voltage within ±0.2% with AC input variation of ±1 0%. Operational monitors shall provide with individual form C contacts rated at 4 amps, 120 VAC, 30VDC for remote indication of battery charger malfunction, low battery voltage, and high battery voltage. Charger shall include an Analog DC voltmeter and ammeter and fused AC input and DC output, and shall be wall mount type in a NEMA 1 enclosure.

Enclosure

Standard Weatherproof Enclosure

The complete diesel engine generator set, including generator control panel, engine starting batteries, critical grade exhaust silencer and fuel oil tank, shall be enclosed in a factory assembled, weather protective enclosure mounted on the fuel tank base.

1. A weather resistant enclosure of steel with electrostatically applied powder coated baked polyester paint. It shall consist of a roof, side walls, and end walls. Fasteners shall be either zinc plated or stainless steel. Handles shall be key lockable, all doors keyed alike, and hinges shall be zinc die cast or stainless steel. Access doors shall be hinged and can be lifted off after opening 90 degrees. Intake openings shall be screened to prevent the entrance of rodents or pests.

2. Lube oil and coolant drains shall be extended to the exterior of the enclosure and terminated with drain valves. Cooling fan and charging alternator shall be fully guarded to prevent injury.

Execution

Installation

Install equipment in accordance with manufacturer's recommendations, the project drawings and specifications, and all applicable codes.

Start-Up and Testing:

Coordinate all start-up and testing activities with the Engineer and Owner. After installation is complete and normal power is available, the manufacturer's local dealer shall perform the following:

Operation and Maintenance Manuals:
Provide two (2) sets of operation and maintenance manuals covering the generator, switchgear, and auxiliary components. Include final as-built wiring interconnect diagrams and recommended preventative maintenance schedules.
On-Site Training

Provide on-site training to instruct the owner's personnel in the proper operation and maintenance of the equipment. Review operation and maintenance manuals, parts manuals, and emergency service procedures.

Guide Specification

PART 1 - GENERAL

Scope

A. It is the intent of this specification to secure a transfer switch that has been prototype tested, factory built, production tested and site tested. A transfer switch with the number of poles, voltage and current ratings shown on the plans and specified herein shall be provided.

1.2 Codes and Standards

A. The automatic transfer switch shall conform to the requirements of:

1. UL 1008: Underwriters Laboratories standard for automatic transfer switches
2. CSA: C22.2 No. 178 certified
3. IEC: 947-6-1 certified at 480 VAC
4. NFPA 70: National Electrical Code including use in emergency and standby systems in accordance with Articles 517, 700, 701, 702
5. NFPA 99: Essential electrical systems for health care facilities
6. NFPA 101: Life safety code
7. NFPA 110: Standard for emergency and standby power systems
8. IEEE 241: IEE.E. recommended practice for electrical power systems in commercial buildings
9. IEEE 446: IEEE recommended practice for emergency and standby power systems
10. NEMA ICS10: AC automatic transfer switch equipment
11. UL 50/508: Enclosures
12. ICS 6: Enclosures
13. ANSI C33.76: Enclosures
14. NEMA 250: Enclosures
15. IEEE 472: (ANSI C37.90A): Ringing wave immunity
16. EN55022 (CISPR11): Conducted and radiated emissions (Exceeds EN55011 & MILSTD 461 Class 3)
17. EN61 000-4-2: (Level 4): ESD immunity test Class 8:
18. EN61 000-4-3: (ENV50140): Radiated RF, electromagnetic field immunity
19. EN61 000-4-4: Electrical fast transient/burst immunity test
20. EN61 000-4-5: IEEE C62.41: Surge immunity test (1.2 x 50µs, 5 & 8 kV)
21. EN61 000-4-6: (ENV50141): Conducted immunity test
22. EN61 000-4-11: Voltage dips and interruption immunity

Approved Manufacturers
A. The automatic transfer switch shall be Caterpillar Model CTG or approved equal. Alternate manufactures shall submit a request two weeks prior to bid and include a written list of deviations from this specification to be considered for approval.

PART 2 - PRODUCTS

Performance and Construction

A. The automatic transfer switch shall be of double throw construction operated by a reliable solenoid driven mechanism. There shall be a direct mechanical coupling to facilitate transfer in 6 cycles or less. One ATS shall be provided at 600A 3 Pole in NEMA3R Enclosure, and One ATS shall be provided at 400A 3 Pole in a NEMA3R enclosure.

B. The normal and emergency contacts shall be mechanically interlocked such that failure of any coil or disarrangement of any part shall not permit a neutral position.

C. For switches installed in systems having ground fault protective devices, and/or wired so as to be designated a separately derived system by the NEC, a 4th pole shall be provided. This additional pole shall isolate the normal and emergency neutrals. The neutral pole shall have the same withstand and operational ratings as the other poles and shall be arranged to break last and make first to minimize neutral switching transients. Add-on or accessory poles that are not of identical construction and withstand capability will not be considered.

D. The contact structure shall consist of a main current carrying contact, which is a silver alloy with a minimum of 50% silver content. The current carrying contacts shall be protected by silver tungsten arcing contacts on all sizes above 400 Amps.

E. The transfer switch manufacturer shall submit test data for each size switch, showing it can withstand fault currents of the magnitude and the duration necessary to maintain the system integrity. Minimum UL listed withstand and close into fault ratings shall be as follows:

<table>
<thead>
<tr>
<th>Size (Amps)</th>
<th>Coordinated Breaker</th>
<th>Current Limiting Fuse</th>
</tr>
</thead>
<tbody>
<tr>
<td>40-225</td>
<td>30,000</td>
<td>200,000</td>
</tr>
<tr>
<td>260</td>
<td>35,000</td>
<td>200,000</td>
</tr>
<tr>
<td>400-600</td>
<td>50,000</td>
<td>200,000</td>
</tr>
<tr>
<td>800</td>
<td>65,000</td>
<td>200,000</td>
</tr>
<tr>
<td>1000-1200</td>
<td>85,000</td>
<td>200,000</td>
</tr>
<tr>
<td>1600-3000</td>
<td>100,000</td>
<td>200,000</td>
</tr>
</tbody>
</table>

F. A dielectric test at the conclusion of the withstand and closing tests shall be performed.

G. The automatic transfer switch manufacturer shall certify sufficient arc interrupting capabilities for 50 cycles of operation between a normal and emergency source that are 120 degrees out of phase at 480 volts, 600% of rated current at .50 power factor. This certification is to ensure that there will be no current flow between the two isolated sources during switching.

H. All relays shall be continuous duty industrial type with wiping contacts. Coils, relays, timers and accessories shall be readily front accessible. The control panel and power section shall be
interconnected with a harness and keyed disconnect plugs for maintenance.

I. Main and arcing contacts shall be visible without major disassembly to facilitate inspection and maintenance.

J. A manual handle shall be provided for maintenance purposes with the switch de-energized. An operator disconnect switch shall be provided to defeat automatic operation during maintenance, inspection or manual operation.

K. Switches composed of molded case breakers, lighting contactors or components thereof will not be acceptable.

L. The current rating shall be a continuous rating when the switch is installed in an enclosure, and shall conform to NEMA temperature rise standards.

M. The unit shall be rated based on all classes of loads, i.e., resistive, tungsten, ballast and inductive loads. Switches rated 400 amperes or less shall be UL listed for 100% tungsten lamp load.

N. Temperature rise tests in accordance with UL 1008 shall have been conducted after the overload and endurance tests to confirm the ability of the units to carry their rated currents within the allowable temperature limits.

O. Unless specified otherwise on the drawings, the switch shall be mounted in a NEMA 1 enclosure.

Control

A. The control panel shall be opto-isolated from electrical noise and provided with the following inherent control functions and capabilities:

1. Easy-to-view 4 x 20 LCD display with long lasting LED indicators.
2. Control panel shall display voltage and frequency of both sources.
3. The user shall be able to view the last 16 recorded events.
5. Adjustments to all settings shall be made from the front of the panel without opening the door.

B. The transfer switch shall be equipped with a microprocessor based control panel. The control panel shall perform the operational and display functions of the transfer switch. The display functions of the control panel shall include ATS position, source availability, sequence indication and diagnostics.

C. All programmable and control functions shall be pass code protected and accessible through the keypad.

D. The control panel shall be provided with a simple user interface for transfer switch monitoring, control and field changeable functions and settings.

E. Touchpad test switch with Fast Test/Load/No Load selection capability to simulate a
normal source failure.

F. The controller shall provide digital timer adjustments with 1-second resolution. Voltage and Frequency shall be adjustable to 1 % resolution to facilitate accurate transfer.

G. To ensure reliable and consistent user operation the controls must be equipped with nonvolatile memory and allow automatic daylight savings time adjustment.

H. A set of customer contacts shall be provided to indicate both emergency and normal source position.

I. Programmable Clock Exerciser (CDP) - This will replace the timer exerciser and allow for a 365 day cycle.

PART 4 - EXECUTION

General

A. The transfer switch shall be installed as shown on the plans, in accordance with the manufacture’s recommendations and all applicable codes.

Factory Tests

A. The transfer switch manufacturer shall perform a complete functional test on the switch, controller and accessories prior to shipping from the factory. A certified test report shall be available upon request.

Service

A. The manufacturer shall maintain a national service organization that is factory trained and certified for transfer switch equipment. In addition, the service organization shall be available 24 hours per day, 365 days per year.

Warranty

A. The automatic transfer switch shall be warranted against defective workmanship for a period of two years, including both parts and labor.
III. **GENERAL TERMS AND CONDITIONS**

A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under “Manuals.”

B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract 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 Commonwealth. The agency 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). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth 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)*. 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).

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

1. During the performance of this contract, the contractor agrees as follows:
   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, 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.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), 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.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia 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 Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**

1. **(For Invitation For Bids):** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

2. **(For Request For Proposals):** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the
specifications or other solicitation documents, the prospective (bidder/offereor) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**
   
   a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
   
   b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
   
   c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
   
   d. 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.
   
   e. **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 Commonwealth 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*).

2. **To Subcontractors:**

   a. A contractor awarded a contract under this solicitation is hereby obligated:

      (1) To pay the subcontractor(s) within seven (7) days of the contractor’s receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
(2) To notify the agency and the subcontractor(s), in writing, of the contractor’s intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, 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 Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

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

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the
following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency 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 Purchasing Agency 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 Purchasing Agency’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 Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency 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 provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. 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 Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or 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 Commonwealth may have.

Q. **TAXES:** Sales to the Commonwealth of Virginia 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 Commonwealth’s excise tax exemption registration number is 54-73-0076K.
R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) 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 public body, 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/offeror) 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 Commonwealth 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/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, 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 or offeror further certifies that the contractor and any subcontractors will maintain these 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 FOR MOST CONTRACTS:**

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 Commonwealth of increases in the number of employees that change their workers’ compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employer’s Liability - $100,000.

3. Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - $1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

<table>
<thead>
<tr>
<th>Profession/Service</th>
<th>Limits</th>
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<tbody>
<tr>
<td>Accounting</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Architecture</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
</tr>
<tr>
<td>Asbestos Design, Inspection or Abatement Contractors</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)</td>
<td>$1,800,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Insurance/Risk Management</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Landscape/Architecture</td>
<td>$1,000,000 per occurrence, $1,000,000 aggregate</td>
</tr>
<tr>
<td>Legal</td>
<td>$1,000,000 per occurrence, $5,000,000 aggregate</td>
</tr>
<tr>
<td>Professional Engineer</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
</tr>
<tr>
<td>Surveying</td>
<td>$1,000,000 per occurrence, $1,000,000 aggregate</td>
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(U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over $50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

V. **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.

W. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, 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 or offeror 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.

X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

a. eVA Basic Vendor Registration Service: $25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.

b. eVA Premium Vendor Registration Service: $200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.
IV. SPECIAL TERMS AND CONDITIONS
GOODS AND NONPROFESSIONAL SERVICES

1. **ADVERTISING**: In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the (name of institution) will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

2. **ASBESTOS**: Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

3. **AUDIT**: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. 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.

4. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

5. **AWARD OF CONTRACT**: A. **AWARD**: An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The State 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.

6. **BID ACCEPTANCE PERIOD**: Any bid in response to this solicitation shall be valid for (60) days. At the end of the (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. **CANCELLATION OF CONTRACT**: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform
on all outstanding orders issued prior to the effective date of cancellation.

8. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT**: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

   Contractor Name: ___________________ Subcontractor Name: ___________________________

   License # ___________________ Type ___________________

9. **CONTRACTOR REGISTRATION**: If a contract for construction, removal, repair or improvement of a building or other real property is for seventy thousand dollars ($70,000) or more, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is five hundred thousand dollars ($500,000) or more, the bidder/offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a “CLASS A CONTRACTOR.” If such a contract is for seventy-five hundred dollars ($7,500) or more but less than seventy thousand dollars ($70,000), (one thousand dollars [$1,000] for electrical, plumbing and HVAC work) the bidder is required to be licensed as a “CLASS B CONTRACTOR.” If such a contract is for one-thousand dollars ($1,000) or more but less than seventy-five hundred dollars ($7,500) and is not for electrical, plumbing and HVAC work, the bidder is required to be licensed as a “CLASS C CONTRACTOR.” The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

   Licensed Class A Virginia Contractor No. _______________
   Specialty __________________

   Licensed Class B Virginia Contractor No. _______________
   Specialty __________________

   Licensed Class C Virginia Contractor No. _______________
   Specialty __________________

If the bidder/offeror shall fail to provide this information on his bid/proposal or on the envelope containing the bid/proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of bids/proposals, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his bid/proposal will not be considered.

If a bidder/offeror shall fail to obtain the required license prior to submission of his bid/proposal, the bid/proposal shall not be considered.

9. **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 chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

10. **DELIVERY AND STORAGE**: It shall be the responsibility of the contractor to make all
arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.

11. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for the Commonwealth’s use, and shall include all applicable freight and installation charges; extra charges will not be allowed unless previously approved by the Facilities Management Department.

12. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor’s sole expense prior to final acceptance of the work.

13. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

   From: ____________________________
   Name of Bidder/Offeror      Due Date      Time

   ____________________________
   Street or Box Number        IFB No./RFP No.

   ____________________________
   City, State, Zip Code      IFB/RFP Title

   Name of Contract/Purchase Officer or Buyer ____________________________

   The envelope should be addressed as directed on Page 1 of the solicitation.

   If a bid/proposal not contained in the special envelope is mailed, the bidder or offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

14. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
15. **INSTALLATION**: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

16. **SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE**:

   A. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) businesses. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.

   B. Each prime contractor who wins an award in which provision of a small, women or minority-owned (SWAM) procurement plan is a condition of the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate remedies may be assessed in lieu of withholding such payment.

17. **NEGOTIATION WITH THE LOWEST BIDDER**: Unless all bids are cancelled or rejected, the Commonwealth reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency’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 agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.

18. **PRIME CONTRACTOR RESPONSIBILITIES**: 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.

19. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some
part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

20. **WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of _ (state warranty terms) following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

21. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth’s satisfaction at the contractor’s expense.

22. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The contract will result in (**_______) eVA purchase order(s) with the 1% transaction fee capped at $500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from [www.eva.state.va.us](http://www.eva.state.va.us). AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.

b. Provide an electronic catalog (price list) or index page catalog for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eva.state.va.us](http://www.eva.state.va.us). Contractors should e-mail Catalog or Index Page information to eva-catalog-manager@dgs.state.va.us.
23. **NON-PROFIT SHELTERED WORKSHOPS AND NONPROFIT ORGANIZATIONS:**

A. Where it is practicable for any portion of the awarded contract to be subcontracted, the contractor is encouraged to offer such business to nonprofit sheltered workshops and nonprofit organizations serving the handicapped. A list of nonprofit sheltered workshops and nonprofit organizations of Virginia serving the handicapped can be found at [www.vadrs.org](http://www.vadrs.org).

B. Each prime contractor who is awarded a contract where using a nonprofit sheltered workshop or nonprofit organization serving the handicapped is a condition of the award, shall deliver to the agency or institution, on or before request for final payment, evidence and certification of compliance. When a portion of the contract has been subcontracted to these organizations and upon completion of the contract, the contractor agrees to furnish the purchasing office, at a minimum, the following information: name of nonprofit sheltered workshop or nonprofit organization serving the handicapped, telephone number, total dollar amount subcontracted, and type of product/service provided. Final payment under the contract may be withheld until such certification is delivered or other appropriate remedies may be assessed in lieu of withholding such payment.

V. **METHOD OF PAYMENT:**

Contractor shall submit invoices monthly on Form CO-12, Schedule of Values and Certificate for Payment to:

Accounts Payable Office  
Lancaster Building  
Longwood University  
Farmville, Virginia 23909  
Attention: Ms. Ellen Ranson
VI. **PRICING SCHEDULE:**

III. The contractor shall furnish, deliver and install each of the following described item(s):

   a. One (1) each 250 kw diesel stand by emergency generator $______________
VII. VENDOR DATA SHEET

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor’s Primary Contact:
   Name: _____________________________ Phone: _____________________________

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
   _______ Years _______ Months

4. Vendor Information:
   FIN or FEI Number: _____________________________ If Company, Corporation, or Partnership
   Social Security Number: _____________________________ If Individual

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.
   A. Company: _____________________________ Contact: _____________________________
      Phone: (___) _____________________________
      Fax: (___) _____________________________
      Project: __________________________________________
      Dates of Service: _____________________________ $ Value: _____________________________

   B. Company: _____________________________ Contact: _____________________________
      Phone: (___) _____________________________
      Fax: (___) _____________________________
      Project: __________________________________________
      Dates of Service: _____________________________ $ Value: _____________________________

   C. Company: _____________________________ Contact: _____________________________
      Phone: (___) _____________________________
      Fax: (___) _____________________________


Project: ________________________________________________________________

Dates of Service: _________________________________ $ Value: _________________________________

D. Company: __________________________________ Contact: _______________________________________

Phone: (_____) __________________________ Fax: (_____) __________________________

Project: ________________________________________________________________

Dates of Service: _________________________________ $ Value: _________________________________

I certify the accuracy of this information.

Signed: __________________________________ Title: ________________________________
Date: ________________