

Nelson County, VA
INVITATION FOR BIDS (IFB)
IFB25-#GENREP02
Generator Replacement – Fire/EMS Stations

Note: This is reissuance of IFB25-#GENREP01

Purpose of Work:

The County of Nelson is seeking to enter into a services contract with a qualified service provider to implement the County’s action plan, funded by a FEMA Grant, to replace standby generators at fire/EMS stations.

The County will utilize the provisions in Section 2.2-4302.1 of the Virginia Public Procurement Act (VPPA) regarding Competitive Sealed Bidding to obtain these services.

Bids will be received until 2:00 pm by Wednesday, November 12, 2025.

Process and Deadlines:

Submission of Bids: Bids may be submitted by two methods as follows:

- Mail or Hand-Delivery: Bids shall be hand-delivered or mailed to the address listed below and clearly marked IFB 25-#GENREP02 “Generator Replacement Grant.”

Contact Information:

Grace Mawyer
Director of Finance and Human Resources
County of Nelson

<i>Mailing Address</i>	<i>Physical Address</i>
PO Box 336	84 Courthouse Sq
Lovingston, VA 22949	Lovingston, VA 22949

Phone: (434) 263-7136 Email: gmawyer@nelsoncounty.org

- Bids may also be submitted electronically in the Commonwealth of Virginia procurement platform, eVA.

Bidders must be registered in eVA in order to submit an electronic bid. Bidders must submit one (1) complete copy of the bid and all required documents and/or attachments.

The following are instructions for submitting an electronic bid:

- a. Go to www.eva.virginia.gov;
- b. Click on “I Sell To Virginia”;
- c. Click on “eVA Supplier Training”; and
- d. Click on “Viewing and Responding to Solicitations Video”.

Note: Bidders need to ensure that they submit their electronic response to the latest version of the solicitation.

If a Bidder needs assistance submitting an electronic response, the Bidder must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov.

- Nelson County is an Equal Opportunity Employer. Minority and Women-owned businesses are encouraged to submit a bid.
- Bids will be received until:
Closing Time: 2:00 pm
Closing Date: November 12, 2025
Late Bids: Bids received after the stated closing time and date will not be considered.
- All questions regarding this IFB prior to the set deadline for receipt of bids, shall be directed to Grace Mawyer at gmawyer@nelsoncounty.org.

This section is to be completed by the Bidder and this page must be returned with the bid. In compliance with this Invitation for Bid and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the successful Bidder.

My signature certifies that the bid as submitted complies with all requirements specified in this Invitation for Bid ("IFB"). If this Bid is accepted by the County, to provide the services and/or items in accordance with this Invitation for Bid and to execute a Contract/Purchase Order substantially similar to the attached Contract/Purchase Order Terms and Conditions for such services and/or items. My signature also certifies that by submitting a bid in response to this IFB, the Bidder represents that in the preparation and submission of this bid, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this bid.

Legal Name and Address of Firm:

Date: _____

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Zip: _____ Title: _____
Phone: _____ FAX: _____
Email: _____

CONTRACTOR REGISTRATION (refer to General Terms and Conditions #45 for detailed requirements):

Contractor's License# _____
Indicate Class A, B, or C License: _____
Indicate License Specialty Classification: _____

Addenda:

Any changes or supplemental instructions to a solicitation shall be in the form of written addenda. Prior to the due date, Bidders should:

- Check the status of the solicitation on eVA at www.eva.virginia.gov by clicking on Business Opportunities and then click on Virginia Business Opportunities (VBO) for any updates, changes, amendments, cancellations, etc.;
- Check the Solicitation in VBO for all attachments and documents to be completed and submitted; and
- Complete all attachments, amendments, exhibits, product information, etc. and include in the Bidder's submission.

Bidders are solely responsible for reviewing, complying, and returning a complete and responsive bid. Failure to submit any of the required information may result in the bid being deemed non-responsive. Changes to the solicitation's forms or formats are prohibited except where clearly instructed and permitted.

Bids must Include the following:

- Signed cover page as specified above;
- Completed BID FORM. See Attachment A.
- State Corporation Commission issued identification number or if not required by law, a statement describing why it is not required. See Attachment B.
- Provide references for similar work. See Attachment C.
- Bid bond. See Attachment E. Refer to General Terms & Conditions #44 for details. **NOTE: If submitting an electronic bid response in eVA, a copy of the Bid Bond shall be included with the submittal. The original Bid Bond may be requested from the three lowest bidders. If the original Bid Bond is requested by Nelson County, it shall be received in the Nelson County Finance Department within 48 hours at the below address:**
84 Courthouse Square
Lovington, VA 22949

Period of Performance:

The County prefers that the work be substantially completed within 12 months from acknowledgement of the Notice to Proceed, with final completion within 30 days thereafter. Bidders shall specify their proposed completion time as indicated on the BID FORM in the DELIVERY SCHEDULE section.

Scope of Work:

The goal of this solicitation is to implement the County's action plan, funded by a FEMA Grant, to replace standby generators at fire/EMS stations.

Work shall include the following:

- Contractor shall perform site surveys of seven fire/EMS stations to include:
 - Lovington Volunteer Fire Department, 53 Baker Ln, Lovington, VA
 - Piney River Volunteer Fire Department, 249 Fire House Rd, Piney River, VA
 - Faber Volunteer Fire Department, 8301 Irish Rd, Faber, VA
 - Rockfish Valley Volunteer Fire Department, 11100 Rockfish Valley Hwy, Afton, VA
 - Montebello Volunteer Fire Department, 119 Fork Mountain Ln, Montebello, VA
 - Roseland Rescue Squad, 7745 Patrick Henry Hwy, Roseland, VA
 - Nelson EMS, 8047 Thomas Nelson Hwy, Lovington, VA
- The contractor shall provide the following equipment:
 - Three 80 kw Generac model RG08045 or equivalent
 - Two 22 kw Generac model RG02224ANAX or equivalent
 - One 48 kw Generac model RG04845ANAX or equivalent
 - One 24 kw Generac model 7209 or equivalent
 - Four 200-amp transfer switches Generac model RXSW200A3 or equivalent
 - One 100-amp transfer switch Generac model RSXC100A# or equivalent
 - Three 400-amp transfer switches Generac model RTSW400A3 or equivalent
 - Batteries appropriate for all Gensets
- The contractor shall remove all existing transfer switches and replace them with specified transfer switches.
- The contractor shall deliver and install all Gensets on the existing pads.
- The contractor shall be responsible for all gas line connections.
- The contractor shall coordinate all final inspections.
- The County will retain and dispose of all surplus equipment i.e.: removed transfer switches, generators, etc. Removal from site will be handled by County personnel.
- The County will be responsible for all upgrades to concrete pads and upgrade of gas service.
- The County will be responsible for the removal of existing generators.
- Due to the upgrade from 15kw to 80kw at the Lovington Volunteer Fire Department location, the contractor shall be responsible for the feeder line upgrade.
- Before final project sign-off, the contractor must complete a commissioning/start-up checklist that has been approved by the manufacturer.

The County reserves the right to waive any bid informalities, reject any bids submitted or cancel this solicitation. The County will make the award on a lump sum basis to the lowest responsive and responsible bidder.

Proposed Agreement:

It is the intent of the County to use the attached Agreement (Attachment D) in order to procure the services of the successful bidder. The provisions of this IFB and the selected bidder's response shall be incorporated into the final contract agreement thereto.

GENERAL TERMS AND CONDITIONS

The following provisions are made a part of the Agreement:

1. Debarment Status. By submitting its bid, Contractor certifies that it is not currently debarred from submitting bids or proposals on contracts by any state or local government or agency thereof nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any state or local government or agency thereof.
2. Ethics in Public Contracting. The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia shall be applicable to all contracts solicited or entered into by the County. By submitting its bids, Contractor certifies that its bids were made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier manufacturer, or subcontractor in connection with its bid, and that it has not conferred upon 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.
3. Performance of Work. Contractor shall perform all services hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill existing as of the date such services are provided; (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Work is complete; and (iv) in accordance with current standard technology for completed similar project systems accepted within the industry as of the time the Work is complete.
4. Changes in Work. The County may at any time make changes in the drawings and/or specifications, within the general scope thereof. If such changes cause an increase or decrease in the amount due under this Agreement or in the time required for its performance an equitable adjustment will be made, and this Agreement will be modified accordingly by a "Contract Change Order". No charge for any extra work or material will be allowed unless the same has been ordered on such Contract Change Order by the County, and the price therefor stated in the order.
5. Inspection of Work. All materials and workmanship will be subject to inspection, examination, and testing by the County, or the County's representative, who will have the right either to reject defective material and workmanship or to require its correction.
6. Releases. Prior to final payment, the Contractor, if requested by the County, will submit evidence that all payrolls, material bills, and other indebtedness connected with the Work have been paid as required by the County.
7. Obligation to Discharge Liens. Acceptance by the County or its representative of the completed Work and payment therefor by the County will not relieve the Contractor of obligation to the

County to discharge any and all liens for the benefit of subcontractors, laborers, materialmen or any other persons performing labor upon or furnishing material or machinery in connection with the Work which have attached to or may subsequently attach to the property, or interest, of the County.

8. Guarantee. The Contractor warrants and guarantees for the period provided in Paragraph E of the Agreement from the Date of Acceptance that the completed Work is free from all defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the Work resulting from such defects. The County will give notice of observed defects with reasonable promptness. In the event that the Contractor shall fail to make such repairs, adjustments, or other corrective action that may be made necessary by such defects, the County may do so and charge the Contractor the cost thereby incurred. In addition, Contractor shall provide the County with all warranty materials issued by a manufacturer for components of the Work and shall take all steps necessary to activate, document, and maintain in force such warranties. Nothing herein shall be construed to establish a period of limitation with respect to any other obligation under the Agreement.

9. Expense Reimbursement. The Contract Price includes all fees and ordinary expenses including reasonable travel, lodging, meals, telephone expense, office overhead and clerical support. Contractor shall pay all such "out-of-pocket" expenses and shall not be entitled to reimbursement from the County except by mutual prior agreement.

10. Termination. The County upon written notice to the Contractor may terminate this Agreement for convenience. The Contractor will be paid for the negotiated and agreed upon cost of the Work performed as of the termination date. If any work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the County until the work or services are completed and accepted.

11. Default. If the Contractor should refuse or fail to complete the Work within the time specified in this Agreement, or any extension thereof, then the County may terminate the Contractor's right to proceed and may take over the Work and prosecute the same to completion by contract or otherwise. The Contractor shall be liable for any excess cost occasioned by the County thereby and the County may take possession of and utilize in completing the Work such materials and equipment as may be on the site of the Work and necessary therefor. If, in the event of default, the County does not terminate the right of the Contractor to proceed, the Contractor will continue the Work, in which event, actual damages for delay will be impossible to determine, and in lieu thereof, the Contractor may be required to pay to the County the sum provided in Paragraph F of the Agreement as liquidated damages for each calendar day of delay, and the Contractor will be liable for the amount thereof; *provided however*, that the right of the Contractor to proceed will not be terminated because of delays in the completion of the Work due to unforeseeable causes beyond the Contractor's control and without Contractor's fault or negligence.

12. Acceptance. Neither payment, final or otherwise, nor partial or entire use, occupancy or acceptance of the Work by the County shall operate as an acceptance of any products or services not in

accordance with this Agreement, nor shall same relieve Contractor of any responsibility for negligence, errors, or omissions in connection with the Work or operate to release the Contractor from any obligation under the Agreement.

13. Disclosure. During the term of this Agreement, the Contractor shall not, without the prior written permission of the County, accept from other clients any assignment or tasks which substantially conflict with the objectives of this Agreement. The Contractor shall give written notice to the County with respect to any such assignments or tasks. The notice shall set forth in reasonable detail the services the Contractor would undertake to perform in connection with such assignments or tasks. The County agrees to grant or deny its consent to the Contractor's acceptance of the assignments or tasks described in the notice within ten days after the notice is given. The County shall be deemed to have granted its consent if no action is taken by the County within said ten-day period.

14. Relationship of Parties. The Contractor's relationship with the County shall at all time be that of an independent contractor. The Contract Documents shall not be construed to designate the Contractor, or any of its officers, employees, as either employees or agents of the County. The Contractor shall accept full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by the Contractor on the work to be performed under the contract or in any way connected therewith. The Contractor shall comply with all administrative regulations and rulings thereunder with respect to any of the matters. The Contractor shall reimburse the County for any of the contributions or taxes, or both, or any part thereof, if by law the County may be required to pay the same or any part thereof.

15. Injuries. Contractor waives any rights to recover damages from the County for any injuries that Contractor, its employees, or both, may sustain while performing services under this Agreement. The Contractor shall take precautions for the safety of, and provide reasonable protection to prevent injury, loss, or damage to, its employees, and other persons who may be affected by the Work and to property at the site of the Work or adjacent thereto.

16. Indemnification. The Contractor shall indemnify and hold harmless the County, its officers, agents and all employees and volunteers, from any and all claims of bodily injury, personal injury or property damage, including the cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from error, omissions, or negligent acts of the Contractor or its sub-contractors and their agents and employees. Contractor shall indemnify and hold harmless the County against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature attributable to bodily injury, sickness, disease, or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the performance of the Work under this Agreement. The provisions of this section shall survive the termination or other conclusion of this Agreement.

17. Insurance. A. Contractor will carry during the term of this Agreement the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of One Million Dollars (\$1,000,000) combined single limit for bodily injury or death/property damage arising out of any one occurrence; (iii) Workers' Compensation as required by law and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000), and (iv) automobile liability with One Million Dollars (\$1,000,000) combined single limit.

B. Each party hereby grants to the other a waiver of any right to subrogation which any insurer of a party may acquire against the other by virtue of the payment of any loss under such insurance. Each party agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether a party has received a waiver of subrogation endorsement from its insurer.

C. Contractor shall immediately notify the County in writing of any material changes or terminations of any of the coverages required in this Agreement. If requested to do so by the County, the Contractor shall provide the County with an Acord certificate of insurance which shall have attached thereto the appropriate endorsement, coverage form, or binder, as the case may be.

18. Records Retention and Availability. Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of three (3) years from the date of termination of this Agreement.

19. Ownership. Contractor shall retain all right, title and interest in all copyrights, patents, service marks, trade secret, and other intellectual property rights in and to all technical or internal designs, methods, ideas, concepts, techniques and templates previously developed by Contractor or developed during the course of the provision of services hereunder. All products created for the County as a result of this Agreement will be the sole property of the County to be used, reused, altered, and distributed in the County's discretion, provided however, that any reuse by or on behalf of the County without written verification or adoption by Contractor for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to Contractor. Any such verification or adaption by Contractor will entitle Contractor to further compensation at rates to be agreed upon.

20. Nondiscrimination. During the performance of this Agreement, Contractor agrees as follows (Code of Virginia, Section 2.2-4311):

- a. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor, shall 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 the requirements of this section.

Contractor shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

21. Drug-Free Workplace to be Maintained by the Contractor. During the performance of this Agreement, Contractor agrees as follows (Code of Virginia, Section 2.2-4312):

- a. Contractor shall provide a drug-free workplace for all of its employees. Contractor agrees to 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 workplace and specify the actions that will be

taken against employees for violations of this prohibition.

- b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor shall state that such Contractor maintains a drug-free workplace.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule of regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Contractor shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

22. Force Majeure. Any obligation or performance of either party hereunder shall be excused to the extent that such failure or delay in performance is caused by a strike or other labor dispute, accidents, acts of God, fire, flood, earthquake, lightning, unusually severe weather, material or facility shortages, lack of transportation, acts of any governmental authority, governmental codes, ordinances, laws, rules, and regulations or restrictions, war, civil disorder, pandemic, epidemic, or state of emergency or any other cause beyond the reasonable control of either party hereto. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease to exist.

23. Faith Based Organizations. The County does not discriminate against faith-based organizations.

24. Immigration Law. Contractor covenants that it does not, and shall not during the performance of this Agreement for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

25. Payment. The Contractor agrees to comply with the requirements of Section 2.2-4354 of the Virginia Code regarding payment to other entities and that Contractor will take one of the two actions permitted therein within seven (7) days after receipt of amounts paid to Contractor by the County. The Contractor shall indemnify and hold the County harmless for any lawful claims resulting from failure of

the Contractor to make prompt payments to all persons supplying him equipment, labor, tools, or material in prosecution and completion of the Work provided for in the Agreement. In the event of such claims, the County may, after providing written notice to the Contractor, withhold from any progress and/or final payment the unpaid sum of money deemed sufficient to pay all lawful claims and associated costs in connection with the Agreement.

26. Contractual Claims. Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after final payment, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the County Administrator or his designee within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the County Administrator. The Contractor may not institute legal action prior to receipt of the County's decision on the claim unless the County Administrator fails to render such decision within 120 days from submittal of its claim. The decision of the County Administrator shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120-day time limit, whichever occurs first, initiates legal action as provided in Section 2.2-4364, of the Virginia Code. Failure of the County to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the County's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365, of the Virginia Code, has been established for contractual claims under this Agreement.

27. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court should find that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

28. Assignment. Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.

29. Successors. This Agreement shall inure to the benefit of and be binding on the parties, and their heirs, successors, assigns and legal representatives, but nothing contained in this section shall be construed to permit an assignment or other transfer except as specifically provided herein.

30. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

31. Applicable Law. The laws of the Commonwealth of Virginia shall apply in the construction and enforcement of this Agreement without regard to choice of law principles. The sole venue

for any proceeding between the parties regarding this Agreement shall lie in the state courts of Nelson County, Virginia.

32. Amendment. This Agreement may not be modified or amended unless the amendment is made in writing and is signed by both parties.

33. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. In the event of any conflict between provisions contained herein and those appearing in an exhibit, the provisions of the document deemed by the County to be most favorable to the County shall prevail.

34. Construction Supervision. ☐ (Check if applicable.) Contractor shall perform the Work in accordance with the Contract Documents and shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

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

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

37. Qualifications of Bidders: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the County that such bidder is properly

qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

38. Announcement of Award: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the County will publicly post such notice in eVA (eva.virginia.gov) for a minimum of 10 days.

39. 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, sexual orientation, gender identity, 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 County 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.

40. Availability of Funds: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent that the County has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

41. Bid Price Currency: Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.

42. Authorization to Conduct Business in the Commonwealth: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

43. Bid Acceptance Period: Any bid in response to this solicitation shall be valid for 90 days. At the end of the 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.

44. Bid Bond or Guarantee: Each bid shall be accompanied by a bid bond or guarantee of five percent (5%) of the amount of the bid, which shall be a certified check, cash escrow or a bid bond payable to the Nelson County Treasurer. The sureties of all bonds shall be of such surety company or companies as are approved by the State and are authorized to transact business in the Commonwealth of Virginia. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will

not withdraw such bid during the period of 90 days following the opening of bids; that if such bid is accepted, the bidder will accept and perform under the terms of the Invitation for Bids and purchase order or contract. The bid guarantee will be returned upon award of contract. **NOTE: If submitting an electronic bid response in eVA, a copy of the Bid Bond shall be included with the bid submittal. The original Bid Bond may be requested from the three lowest bidders. If the original Bid Bond is requested by Nelson County, it shall be received in the Nelson County Finance Department within 48 hours at the below address:**

**84 Courthouse Square
Lovington, VA 22949**

45. Contractor Registration: If a contract for construction, removal, repair or improvement of a building or other real property is for \$150,000 or more, or if the total value of all such contracts undertaken by bidder within any 12-month period is \$1 million or more, the bidder 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 \$30,000 or more but less than \$150,000, or if the total value of all such contracts undertaken by bidder within any 12-month period is \$250,000 or more, but less than \$1 million, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$30,000, or if the contractor does less than \$250,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors.

The bidder shall provide their contractor's license number and designate the license class and specialty classification as specified on the bid cover sheet.

If the bidder shall fail to provide this information on his bid, 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, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his bid will not be considered.

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

46. 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.

47. Extra Charges Not Allowed: The bid price shall be for complete installation ready for the County's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

48. 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 County.

49. Maintenance Manuals: The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

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

51. 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.

52. Subcontracts: No portion of the work shall be subcontracted without prior written consent of the County. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the County 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.

53. Work Site Damages: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the contractor's expense.

54. State Corporation Commission Identification Number: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the County's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

END