

Botetourt County Public Schools
Invitation for Bids
IFB #22-1000 HVAC Maintenance and Repair

A. Purpose

Botetourt County Public Schools (BCPS) is soliciting sealed bids for HVAC maintenance and repair for the School Board Office, the Operations building, twelve (12) schools, and all BCPS facilities.

B. Background

The Botetourt County School Board (School Board) wishes to procure the services of a qualified contractor to provide maintenance and repair services to the heating, cooling, and environmental building controls serving the above facilities as listed in the “Scope of Coverage” sheets attached. Refrigeration units such as walk-in coolers and freezers, reach-in coolers and freezers, ice makers, milk coolers, and energy management systems shall be included in the resulting agreement. Maintenance also includes the need for the Contractor to provide emergency services, replacement of air filters and belts, as well as the ability to provide all required parts necessary to maintain the mechanical HVAC systems serving the facilities.

C. Contract Period

The term of this contract shall be for the period of July 1, 2022 through June 30, 2023 with four (4) optional one-year annual renewal periods covering the period of July 1 through June 30 of subsequent years.

D. Bid Inquiries

Questions regarding this solicitation should be directed to the following:

Andy Dewease
Director of Operations and Maintenance
Botetourt County Public Schools
adewease@bcps.k12.va.us
540-473-8263
540-473-8298 (Fax)

E. Mandatory Pre-Bid Meeting and Walkthrough

A **mandatory** pre-bid meeting and walkthrough will be held at 8:30 a.m. on **Wednesday, June 1, 2022** at the School Board Administrative Office located at 143 Poor Farm Road, Fincastle, VA, 24090. Questions and answers regarding the bid documents and scope of work will be discussed and a physical walkthrough of each facility will be conducted.

F. Contract Award

Bid opening will occur at **3:00pm** on **Wednesday, June 8, 2022** at the School Board Administrative

Office located at 143 Poor Farm Road, Fincastle, VA, 24090. Contract award will be made to the lowest responsive and responsible bidder. Evaluation will be based on a total cost basis, completeness of response, and verification of provided references. The School Board reserves the right to reject any and all bids in whole or in part, to waive any informality, and to accept a bid that is deemed to be in its best interest.

G. Cancellation of Contract

The School Board 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. 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 the cancellation.

H. Required Scope of Services

All additions, exceptions, and limits of coverage as well as frequency of services performed under the scope of this IFB are detailed in this section. To define what equipment is included in the solicitation, please review the “Scope of Services” and list of equipment (Attachment E) sections carefully.

This is a preventive maintenance contract. Bidders will provide one annual inspection, one seasonal inspection, and two operational inspections to occur at regular intervals throughout the contract year. Requirements for these inspections by category are as follows:

Air Distribution Systems

Quarterly

- Operational inspection. Check the unit for proper operation.

Semiannually

- Check controls for proper operation. Clean, lubricate, repair, adjust or replace components to ensure proper operation.

Annually

- Assess field-serviceable bearings. Lubricate if necessary.
- Check for proper damper operation. Clean, lubricate, repair, replace, or adjust as needed to ensure proper operation.
- Visually inspect areas of moisture accumulation for biological growth. If present, clean or disinfect as needed.
- Visually inspect exposed ductwork for insulation and vapor barrier integrity. Correct as needed.

Air Handlers

Quarterly

- Replace filters. Check unit for proper operation

Semiannually

- Check the control system for proper operation. Clean, lubricate, repair, adjust, or replace as needed to ensure proper operation.
- Check p-trap to ensure proper operation.
- Check fan belt tension. Check for belt wear and replace if necessary to ensure proper operation. Check sheaves for evidence of improper alignment or evidence of wear and correct as needed.
- Check variable frequency drive for proper operation. Correct as needed.
- Check for proper operation of cooling or heating coil for damage or evidence of leaks. Clean, restore, or replace as required.

Annually

- Check air filter and housing seal integrity.
- Check the control box for dirt, debris, and or loose terminations. Clean and tighten as needed.
- Check the motor contactor for pitting or other signs of damage. Repair or replace as needed.
- Check fan blades and fan housing. Clean, repair, or replace as needed to ensure proper operation.
- Check refrigerant system temperatures. If outside of recommended levels, find cause, repair, and adjust refrigerant charge to achieve optimal operating levels.
- Check integrity of all panels on equipment. Replace fasteners as needed to ensure proper integrity and fit/finish of equipment.
- Assess field serviceable bearings. Lubricate if necessary.
- Check drain pan, drain line, and coil for biological growth. Clean as needed.
- Check for evidence of buildup or fouling on heat exchange surfaces. Restore as needed to ensure proper operation.
- Check for proper damper operation. Clean, lubricate, repair, replace or adjust as needed to ensure proper operation.
- Visually inspect areas of moisture accumulation for biological growth. If present, clean or disinfect as needed.
- Check the condensate pump. Clean or replace as needed.
- Visually inspect exposed ductwork and external piping for insulation and vapor barrier for integrity, correct as needed.

Boiler Checklist

Quarterly

- LOTO equipment
- Check the fuel pump for proper operation. Repair or replace as needed to ensure proper operation.
- Inspect blowdown or drain valve. Clear all debris to ensure proper operation. Repair or replace if needed.
- Check for evidence of leakage of fuel supply, heat transfer fluid, and flue gas.

- Repair as needed and to ensure proper operation.
- Check low water cut-off operation.
- Visually inspect pumps. Report findings.

Semi-Annual Maintenance

- LOTO
- Check control systems and devices for evidence of improper operation. Clean, lubricate, and adjust components as needed to ensure proper operation. Report recommendations for repair/replace.
- Check low water cut-off operation.
- Visually inspect pumps
- Computerized combustion analyzer test logged and recorded. Read O₂, CO and NO_x emissions. Make adjustments for proper operation. Provide combustion log results.

Annually

- LOTO
- Check the control box for dirt, debris, and/or loose terminations. Clean and tighten as needed.
- Check the motor contactor for pitting or other signs of damage. Repair or replace as needed.
- Check for evidence of buildup of fouling, corrosion, or degradation on heat exchange surfaces. Report findings.
- Check for proper damper operation. Clean, lubricate, repair, replace or adjust as needed to ensure proper operation.
- Check combustion chamber, burner, and flue for deterioration, moisture problems, condensations, and combustion products. Clean and adjust the combustion process for proper operation.
- Open fire side, clean tubes and surfaces, replace gaskets
- Clean all fireside controls, flame sensors, electrodes, and burner assembly.
- Visually inspect refractory
- Operate the boiler relief valve and check for a good seal after the test.

Bi-Annual

- LOTO
- Open water side of boiler for state inspector. Coordinate work with state inspectors.
- Clean water side boiler and low water cut-off.
- Report any issues with scale debris or water treatment.
- Replace all water side gaskets necessary for inspection.

Chillers - Air Cooled 2017

Quarterly

- Inspect for normal operation. Investigate any issues.

Semiannually

- Check control systems and devices for evidence of improper operations. Clean, lubricate, repair, adjust, or replace components as needed to ensure proper operation.
- Check fan belt tensions. Check for belt wear and replace if necessary to ensure proper operation. Check sheaves for evidence of improper alignment or evidence of wear and correct as needed.
- Check variable-frequency drive for proper operation, and correct as needed.

Annually

- Clean coils annually.
- Oil analysis, if possible. Acid test, metals if possible. Megohm test and record results
- Check the control box for dirt, debris, and/or loose terminations. Clean and tighten as needed.
- Check the motor contactor for pitting or other signs of damage. Repair or replace as needed.
- Check fan blades and fan housing, Clean, repair, or replace as needed to ensure proper operation.
- Check refrigerant system pressures and/or temperatures. If outside of recommended levels, find cause, repair, and adjust refrigerant charge to achieve optimal operating levels.
- Check open drive alignment, wear, seating, and operation. Repair or replace as needed.
- Assess field-serviceable bearings. Lubricate if necessary.
- Check for evidence of buildup of fouling on heat exchange surfaces. Restore as needed to ensure proper operation.
- Check for proper fluid flow and for fluid leaks. Clean, adjust, and repair as needed to restore proper flow.
- Inspect air-cooled condenser surfaces for damage or evidence of leaks. Repair or clean as needed.
- Check low ambient head pressure control sequence for evidence of improper operation. Repair or replace components or modify software to ensure proper operation.
- Check compressor oil level and/or pressure on refrigerant systems having oil level and/or pressure measurement means. Repair, replace, or adjust as needed to ensure proper control.
- Complete log sheet

Condensing Units

Quarterly

- Check for proper operation.

Semiannually

- Check control systems and devices for proper operation. Clean, lubricate, repair, adjust, or replace components as needed to ensure proper operation.
- Check fan belt tension. Check for belt wear and replace if necessary to ensure proper operation. Check sheaves for evidence of improper alignment or evidence of wear and correct as needed.
- Check variable-frequency drive for proper operation. Correct as needed.

Annually

- Check the control box for dirt, debris, and/or loose terminations. Clean and tighten as needed.
- Check the motor contactor for pitting or other signs of damage. Repair or replace as needed.
- Check fan blades and fan housing. Clean, repair, or replace as needed.
- Check for evidence of buildup or fouling on heat exchange surfaces. Restore as needed to ensure proper operation.
- Check open drive couplings, bearings, and seals for evidence of wear or alignment problems. Lubricate and repair or replace as needed.
- Inspect air-cooled condenser surfaces for damage or evidence of leaks. Repair or clean as needed.
- Check low ambient head pressure control sequence for evidence of improper operation. Repair or replace components or modify software to ensure proper operation.
- Check refrigerant oil levels for refrigerant systems with oil pressure/level controls. Repair, replace, or adjust as needed to ensure proper operation.

Economizers

Quarterly

- Check for proper operation.

Semiannually

- Check air filter and housing integrity. Correct as needed.
- Check the filter. Clean or replace as needed.
- Check condition, setting, and operation of the outdoor sensor, return air sensor, or change-over controller. Repair, adjust, or replace components to ensure proper operation.
- Check the condition, setting, and operation of the economizer controller. Repair, adjust or replace components to ensure proper operation.
- Check the condition, setting, and operation of the mixed-air/discharge sensor or changeover controller. Repair, adjust, or replace components to ensure proper operation.
- Check dampers for proper condition, setting and operation. Repair, adjust, lubricate, or replace components to ensure proper operation.

- Check the condition, setting, and operation of the economizer damper motors. Repair, adjust, lubricate, or replace components to ensure proper operation.
- Check sealing integrity of all panels on equipment. Replace fasteners and gaskets as needed.
- Visually inspect the area of moisture accumulation for biological growth. If present, clean or disinfect as needed.

Annually

- Assess field-serviceable bearings, and lubricate if necessary.
- Check the condition, setting, and operation of the low-limit stat. Repair, adjust, or replace components to ensure proper operation.

Fans (Exhaust, Supply, Transfer, Return)

Quarterly

- Check for proper operation

Semiannually

- Check fan belt tension. Check for belt wear and replace if necessary to ensure proper operation. Check sheaves for evidence of improper alignment or evidence of wear and correct as needed.

Annually

- Check fan drive for problems due to poor alignment or poor bearing seating. Repair or replace as needed.
- Check fan blades and fan housing. Clean, repair, or replace as needed to ensure proper operation.
- Assess field-serviceable bearings. Lubricate if necessary.
- Check variable-frequency drive for proper operation. Correct as needed.
- Check the motor contactor for pitting or other signs of damage. Repair or replace as needed.
- Check integrity of all panels on equipment. Replace fasteners as needed to ensure proper integrity and fit/finish of equipment.
- Visually inspect exposed ductwork and external piping for insulation and vapor barrier integrity. Correct as needed.
- Check for proper damper operation. Clean, lubricate, repair, replace, or adjust as needed to ensure proper operation.
- Check control systems and devices for evidence of improper operation. Clean, lubricate, repair, replace or adjust as needed to ensure proper operation.
- Check integrity of flexible connections. Correct as needed.

Furnaces, Combustion Unit Heater

Quarterly

- Check filters. Clean or replace as needed. Check for proper operation.

Semiannually

- Check the fuel pump for proper operation. Repair or replace as needed to ensure proper operation.
- Check control systems and devices for evidence of improper operation. Clean, lubricate, repair, adjust, or replace components as needed to ensure proper operation.
- Check fan belt tension. Check for belt wear and replace if necessary to ensure proper operation. Check sheaves for evidence of improper alignment or evidence of wear and correct as needed.

Annually

- Check air filter fit and housing seal integrity. Correct as needed.
- Check the control box for dirt, debris, and/or loose terminations. Clean and tighten as needed.
- Check fan blades and fan housing. Clean, repair, or replace as needed to ensure proper operation.
- Check fan drive for problems due to poor alignment of poor bearing seating. Repair or replace as needed.
- Check integrity of all panels on equipment. Replace fasteners as needed to ensure proper integrity and fit/finish of equipment.
- Assess field-serviceable bearings. Lubricate if necessary.
- Check for proper damper operations. Clean, lubricate, repair, replace or adjust as needed to ensure proper operations.
- Check heat exchanger, combustion chamber, burner, and flue for deterioration, moisture problems, condensations, and combustion products. Clean, test, and adjust combustion process for proper operation.
- Verify proper operation of safety devices per manufacturer's recommendations. Repair or replace as needed.
- Check for proper operations of the heating coil and for damage or evidence of leaks. Clean, restore, or replace as required.

HVAC Water Distribution Systems

Quarterly

- Check the make-up water system for pressure and operation. Adjust as necessary.
- Vent air from system high points. Check for proper fluid flow, glycol levels, and piping leaks. Repair as needed.

Semiannually

- Visually inspect pumps and associated electrical components. Repair or replace as needed to ensure proper operation.

Annually

- Check for evidence of buildup or fouling on heat exchange surfaces. Restore as needed to ensure proper operation.
- Check for proper fluid flow. Clean, adjust, and repair as needed to restore proper flow.
- Check stainers. Clean as needed.
- Visually inspect external piping insulation and vapor barrier for integrity. Correct as needed.
- Check freeze stats, relief valves, flow and float switches, low-water cutoffs, and other safety devices for proper operation and repair or replacement as required.

Indoor Section Duct-Free Splits

Quarterly

- Check filters. Clean or replace as necessary for proper operation.

Semiannually

- Check control systems and devices for evidence of improper operation. Clean, lubricate, repair, adjust, or replace components as needed to ensure proper operation.
- Check the p-trap drain. Clean if necessary.

Annually

- Check for proper operation of cooling or heating coil and for damage or evidence of leaks. Clean, restore, or replace as required.
- Check fan blades and fan housing. Clean, repair, or replace as needed to ensure proper operation.
- Check refrigerant system temperatures. If outside of recommended levels, find cause, repair, and adjust refrigerant charge to achieve optimal operating levels.
- Check integrity of all panels on equipment. Replace fasteners as needed to ensure proper integrity and fit/finish of equipment.
- Assess field-serviceable bearings. Lubricate if necessary.
- Check for proper fluid flow. Clean, adjust, and repair as needed to restore proper flow.
- Check drain pan, drain line, and coil for biological growth. Clean as needed.
- Check coil fins. Restore if possible. Replace coil if necessary to return to proper functioning
- Visually inspect the area of moisture accumulation for biological growth. If present, clean or disinfect as needed.
- Check the condensate pump. Clean or replace as necessary.
- Check variable-frequency drive for proper operation. Correct as needed.

Package Units or Heat Pumps

Quarterly

- Change filters. Check for proper operation.

Semiannually

- Check control systems and devices for evidence of improper operation. Clean, lubricate, repair, adjust, or replace components as needed to ensure proper operation.
- Check for proper fluid flow and for damage and evidence of leaks. Clean, adjust, and repair as needed to restore proper flow.

Annually

- Check air filter fit and housing seal integrity. Correct as needed.
- Check the motor contactor for pitting or other signs of damage. Repair or replace as needed.
- Check fan blades and fan housing. Clean, repair, or replace as needed to ensure proper operation.
- Check refrigerant system temperatures. If outside of recommended levels, find cause, repair, and adjust refrigerant charge to achieve optimal operating levels.
- Check integrity of all panels on equipment. Replace fasteners as needed to ensure proper integrity and fit/finish of equipment.
- Check drain pan, drain line, and coil for biological growth and debris. Clean as needed.
- Check evaporator coil fins. Restore if possible. Replace coil if necessary to return to proper functioning.
- Inspect for evidence of moisture carryover beyond the drain pan from cooling coils. Make corrections or repairs as necessary.
- Inspect air-cooled condenser surfaces for damage or evidence of leaks. Repair or clean as needed.
- Visually inspect areas of moisture accumulation for biological growth. If present, clean or disinfect as needed.
- Assess field-serviceable bearings. Lubricate if necessary.

Pumps

Quarterly

- Check for proper operation.

Semiannually

- Check variable-frequency drive for proper operation. Correct as needed.
- Visually inspect pumps and associated electrical components. Repair or replace as needed to ensure proper operations.

Annually

- Check control systems and devices for evidence of improper operation. Clean, lubricate, repair, adjust, or replace components as needed to ensure proper

- operations.
- Check the motor contactor for pitting or other signs of damage. Repair or replace as needed.
- Check pump drive for wear or problems due to poor alignment or poor bearing seating. Repair or replace as needed.
- Check for proper fluid flow. Clean, adjust, and repair as needed to restore proper flow. Check pump, piping, and seals for fluid leaks. Repair as needed.
- Assess field-serviceable bearings. Lubricate if necessary.
- Check the insulation, vibration isolators, and flexible connectors for integrity. Repair as needed.

Rooftop Units

Quarterly

- Change filters. Check for proper operation.

Semiannually

- Check control systems and devices for evidence of improper operation. Clean, lubricate, repair, adjust, or replace components as needed to ensure proper operation.
- Check p-trap for proper operation.
- Check fan belt tension. Check belt for wear and replace if necessary to ensure proper operation. Check sheaves for evidence of improper alignment, or evidence of wear, and correct as needed.
- Check variable-frequency drive for proper operation. Correct as needed.
- Check for evidence of buildup or fouling on heat exchange surfaces. Restore as needed to ensure proper operation.
- Check for proper operation of cooling coil, heating coil, or heat exchangers and for damage or evidence of leaks. Clean, restore, or replace as required.

Annual

- Check air filter fit and housing seal integrity. Correct as needed.
- Check the control box for dirt, debris, and/or loose terminations. Clean and tighten as needed.
- Check the motor contactor for pitting and other signs of damage. Repair or replace as needed.
- Check fan blades and fan housing. Clean, repair, or replace as needed to ensure proper operation.
- Check refrigerant system temperatures. If outside of recommended levels, find cause, repair, and adjust refrigerant charge to achieve optimal operating levels.
- Check fan drive for wear or problems due to poor alignment or poor bearing seating. Repair or replace as needed.
- Check integrity of all panels and curbs on equipment. Replace fasteners as needed to ensure proper integrity and fit/finish of equipment
- Assess Field-serviceable bearings. Lubricate if necessary.

- Check drain pan, drain line, and coil for biological growth. Clean as needed
- Check evaporator coil fins. Restore if possible. Replace coil if necessary to return to proper functioning.
- Inspect for evidence of moisture carryover beyond the drain pan from cooling coils. Make corrections or repairs as necessary.
- Check for proper damper operation. Clean, lubricate, repair, replace, or adjust as needed to ensure proper operation.
- Inspect air-cooled condenser surfaces for damage or evidence of leaks. Repair or clean as needed.
- Check low ambient head pressure control sequence for proper operation. Repair or replace components or modify software to ensure proper operation.
- Check combustion chamber, burner, and flue for deterioration, leaks, moisture problems, condensation, and combustion products. Clean, test and adjust combustion process for proper operation.
- Visually inspect insulation and area of moisture accumulation for biological growth. If present, clean or disinfect as needed.
- Check compressor oil levels and/or pressure on refrigerant systems having oil level and/or pressure measurement means. Repair, replace, or adjust as needed to ensure proper operation.
- Visually inspect exposed ductwork and external piping for insulation and vapor barrier for integrity. Correct as needed.

Terminal and Control Boxes (VAV, Fan-Powered, Bypass)

Quarterly

- Check filters. Clean or change if needed. Check for proper operation.

Semiannually

- Check control systems and devices for evidence of improper operation. Clean, lubricate, repair, adjust, or replace components as needed to ensure proper operation.
- Check for proper operation of cooling or heating coil and for damage or evidence of leaks. Clean, restore, or replace as required.
- Check for proper fluid flow. Clean, adjust, and repair as needed to restore proper flow.

Annually

- Check air filter fit and housing seal integrity. Correct as needed
- Check fan blades and fan housing. Clean, repair, or replace as needed to ensure proper operation.
- Check integrity of all panels on equipment. Replace fasteners as needed to ensure proper integrity and fit/finish of equipment.
- Check for proper damper operation. Clean, lubricate, repair, replace, or adjust as needed to ensure proper operation.

- Visually inspect areas of moisture accumulation for biological growth. If present, clean or disinfect as needed.
- Visually inspect exposed ductwork and external piping for insulation and vapor barrier for integrity. Correct as needed.

Air Filter and Belt Replacements – Quarterly inspections and replacements during the operating season shall be conducted at all facilities listed in the “Scope of Coverage” sheets.

Emergency Service (Nights, weekends, and Holidays) – The contractor shall provide 24- hour service response 365 days per year at the rate listed on the bid form. Emergency calls must be responded to within three (3) hours of notification.

Replacement Parts, Components, Materials, and Supplies – Replacement components must be supplied by the manufacturer of the equipment being serviced, where available. Deviations from this policy must be approved in advance by the Department’s representative.

Written Reports – A written time and material report shall be provided upon completion of all services detailing service performed, problems found, refrigerant added, and hours required to complete the service. In addition, a comprehensive operating log of chiller operating characteristics will be completed and provided for the Maintenance Manager’s records.

I. CONTRACTORS QUALIFICATIONS

The importance of maintaining this equipment in accordance with its original design specifications requires the services be performed by an experienced and competent heating and air conditioning service contractor who has satisfactorily maintained equipment of this type and to the degree outlined in these specifications. The Contractor must be able to demonstrate a minimum of five (5) years service experience in the repair of the equipment covered in the solicitation for bids. Three (3) references from existing customers with comparable equipment must be included for The School Board’s verification. Please use the attached form.

1. Screw Chiller

- Ability to service, diagnose, repair, and overhaul
- Provide rigging and tear-down equipment and rigging experience
- Chiller reduced voltage starter
- Electronic troubleshooting of chiller control system
- Minimum of one (1) factory trained and certified scroll chiller service technician

2. Electronic Controls

- Supply and install all software upgrades applicable to owners control system
- Diagnose and repair problems with software, firmware and hardware on applicable environmental, and process control systems
- Programming of operating systems and control system software
- Comprehensive working knowledge of electronic controls as related to A/C and ancillary equipment, comprehensive knowledge of *Trane Tracer*

controls

- Ability to 24 hour remote monitor and diagnosis DDC system problems for *Johnson Controls*, *Trane Controls*, and *IBEX Controls* computer systems
- Minimum of one (1) factory trained and certified building controls technician

3. Electric Controls

- Ability to service, diagnose, and repair/replace regular and pneumatic controls, starters, wiring, and motors as related to A/C and ancillary equipment
- Comprehensive working knowledge of electrical control circuits as related to A/C and ancillary equipment

4. Other Servicing Requirements

- EPA certified refrigerant reclamation services
- Contractor to acquire or have in their possession all required software to remotely troubleshoot and affect timely repairs for all listed equipment upon award of contract.

I. TECHNICAL REQUIREMENTS

- 1. Quality of Work**— All work shall be performed in a professional manner according to the highest standards of the industry. The air conditioning equipment under this contract shall be maintained as originally specified, designed, manufactured, and installed. Any work that has to be corrected due to the Contractor's faulty workmanship, equipment, tools, or materials shall be redone at the Contractor's expense.
- 2. Standards** – All work shall be performed in accordance with all federal, state, and local codes, as well as the standards of the following agencies, whichever is more stringent:
 - (1) American National Standards Institute (ANSI)
 - (2) American Society of Mechanical Engineers (ASME)
 - (3) American Society of Testing Materials (ASTM)
 - (4) Building Officials and Code Administrators (BOCA)
 - (5) Environmental Protection Agency (EPA)
 - (6) Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
- 3. Guarantee of Work**— Unless provided otherwise, the Contractor shall guarantee all work covered under this contract against defects resulting from use of substandard materials, equipment, or workmanship for a period of one year from the date of final acceptance.
- 4. Scheduling** – Upon award of contract, the Contractor shall meet with School Board representatives to arrange a work schedule that shall meet the approval of the Contractor and Department, in accordance with the enclosed Equipment/Service Schedule.
- 5. Reports** – A time and material sheet for each individual piece of equipment shall be signed by the service representative and left with the owner's representative on the date the service is performed. The time and materials sheet shall identify personnel time worked on equipment, type and quality of materials, and parts used. The Contractor shall submit their standard maintenance inspection log for

Department approval before the work starts. The Contractor shall be responsible for immediately reporting problems, failures or malfunctions to the Department's representative.

6. **Replacement Parts and Components** – All parts, refrigerant, oil and other materials required under this contract shall be invoiced at Contractor's cost plus set percentage as listed on the bid form. A copy of the supplier's invoice for parts must accompany the invoice billed to BCPS. Only the cost of parts purchased is applicable for reimbursement.
7. **Major Repair Labor** – Under this agreement, the Contractor shall furnish all labor, equipment, and material necessary to complete preventive maintenance services. Labor to complete all preventive maintenance work is included. All labor for repairs found on preventive maintenance will be billed at the hourly rate listed on the bid form.
8. **Emergencies** – In the event that an emergency should occur, the Contractor shall have a qualified technician on the job within three (3) hours of notification.
9. **Work Order Software** – Contractor will be required to participate in Botetourt County Public Schools' work order software system, School Dude.
10. **Materials for Preventive Maintenance** – Materials and parts used must be of top quality and shall be manufactured or recommended by the same manufacturer of the equipment being serviced or repaired.
11. **Disposal of Used Air Filters, Used Belts, Used Oil and Contaminated Refrigerant** – The Contractor shall be responsible for removal from owners premises and the proper disposal of all used air filters, used belts, used oil, and contaminated refrigerants. The cost for disposal of these contaminants shall be included in contractual services price, or in the quote for repairs outside the contract.
12. **Contractor Personnel Requirements** – All Contractor personnel shall be currently employed by the Contractor. Subcontracting will not be allowed to satisfy the specific minimum Contractor Personnel Requirements outlined below:
 - a. **Refrigeration Mechanic** – At least one refrigeration mechanic shall be qualified and certified as a "master" in building related mechanical operations by the Commonwealth of Virginia. The Refrigeration Mechanic shall also be certified by the applicable governing agency in recycling and recovery of refrigerants. The refrigeration mechanic shall have a minimum of five (5) years verifiable experience on the equipment covered under this agreement.
 - b. **Mechanical Helper** – The Mechanical Helpers shall be an apprentice or assistant level Refrigeration Mechanic with the ability to perform routine tasks and assist in the performance of preventive maintenance services. They shall be under the supervision of a Refrigeration Mechanic and/or Mechanic Supervisor. Mechanical Helpers must be able to independently perform unskilled and semi-skilled tasks with general instructions.
 - c. **Mechanic Supervisor** – The Mechanic Supervisor shall meet all of the requirements of the Refrigeration Mechanic's position as stated above, including all factory certifications, plus shall be qualified as, and certified as, "master" in building related mechanical operations by the

Commonwealth of Virginia. The Mechanic Supervisor shall also have a minimum of five (5) years verifiable experience in the supervision of Refrigeration Mechanics.

J. OTHER REQUIREMENTS

1. Parking Policy – All Contractor's vehicles parked on School premises shall require prior approval for acceptable locations.

2. Work Schedule – Normal hours of operation are from 7:30 a.m. to 5:30 p.m., Monday through Friday. All work, not considered to be an emergency repair or interference with the owner's daily operations, shall be scheduled during these hours.

3. Licensing – All bidders must have a current Class A contractor's license in the name of the company or one of its officers, issued by the Commonwealth of Virginia to do business in the State of Virginia. A photocopy of current Class A Contractor's License must be included with bid submittals.

BOTETOURT COUNTY SCHOOL BOARD
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the School Board, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's own risk and except as provided by law, relief cannot be secured on the plea of error.

Should a bidder find discrepancies, ambiguities and require clarification, he/she should notify the School Board Office at least five days prior to the date set for opening of bids.

Pursuant to section 23-202 of the Botetourt County code and section 58.1-3715 of the *Code of Virginia*, Contractors located in Botetourt County are required to have a business license. Contractors located outside Botetourt County who work in the county are required to purchase a Botetourt business license when gross receipts from work inside the County exceed \$25,000 annually. Contact the office of the Commissioner of Revenue for additional information on business licenses. Pursuant to the Virginia Board for Contractors regulations section 54.1-1110.1 please provide a copy of your current Virginia State Contractors license with your response to this bid/proposal. It will be the responsibility of the successful contractor to verify eligibility to perform the work and to obtain the necessary permits required to complete the scope of work requested.

Every bidder shall include in its bid the identification number issued to it by the State Corporation Commission confirming that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50. If the bidder 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, the bidder shall include in its bid a statement describing why the bidder is not required to be so authorized. Any bidder that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Division Superintendent.

1. **AUTHORITY** – This solicitation is subject to the provisions of the Commonwealth of Virginia, Virginia Public Procurement Act, Botetourt County School Board Policy, and the Botetourt County Purchasing Policy and Procedures Manual.
2. **COMPETITION INTENDED** – It is the School Board's intent that this solicitation will permit competition. It shall be the Bidder's responsibility to advise the School Board Office in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The School Board Office must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

BID PROCEDURES

3. **CLARIFICATION OF TERMS** - Any changes in the general conditions after the bid is

advertised will be official only when submitted in writing and signed by the School Board Office. Any and all changes will be made by addendum and all bidders notified. All addenda issued will become a part of the bid.

4. **LATE BIDS & MODIFICATION OF BIDS** – Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered late.
- a. The School Board is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the interoffice mail system. It is the sole responsibility of the Bidder to ensure their bid reaches the School Board Office by the designated date and hour.
 - b. Late bids/modifications will be returned to the Bidder marked “UNOPENED”.
 - c. If the School Board closes its offices due to inclement weather, scheduled bid opening will be extended to the next business day, same time.

5. **WITHDRAWAL OF BIDS** – A bidder for a contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn.

If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn.

The following procedure for withdrawal of a bid for a public construction contract shall apply. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The work papers, documents, and materials may be considered as trade secrets or proprietary information subject to the conditions of subsection F of §2.2-4342 of the Virginia Public Procurement Act. Such mistakes shall be proved only from the original work papers, documents, and materials delivered as required herein.

- a. No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- b. If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.

c. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

d. If the School Board denies the withdrawal of a bid under the provisions of this section, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

6. **ERRORS IN BIDS** - Any bid submitted with corrections must have the corrections initialed by the person who signed the original bid. No bid changes will be permitted after the bid opening. The unit price will prevail in the event an error is made in computing totals. Carelessness in quoting prices or in preparation of bid, otherwise, will not relieve the Bidder.

7. **IDENTIFICATION OF BID ENVELOPE** – The signed bid and requested copies should be returned in a separate envelope or package, sealed, and identified with the following information:

Botetourt County Public Schools
IFB #22-1000 HVAC Maintenance and Repair
143 Poor Farm Road
Fincastle, Virginia 24090

If a bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

8. **ACCEPTANCE OF BIDS** – Unless otherwise specified, all formal bids submitted shall be valid for a minimum period of 120 calendar days following the date established for acceptance. At the end of the 120 calendar days the bid may be withdrawn at the written request of the Bidder. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

9. **CONDITIONAL BIDS** – Conditional bids are subject to rejection in whole or in part.

10. **BIDDERS PRESENT** – At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly.

11. **TAX EXEMPTION** – The School Board is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

12. **DEBARMENT STATUS** – By submitting their bids, Bidders certify that they are not currently debarred from submitting bids on contracts by Botetourt County, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by Botetourt County or any agency, public entity/locality or authority of the Commonwealth of Virginia.
13. **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 1950 *Code of Virginia* as amended, shall be applicable to all contracts solicited or entered into by the Botetourt County School Board. By submitting their bids/proposals, all Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

SPECIFICATIONS

14. **BRAND NAME OR EQUAL ITEMS** – Unless otherwise specified, the name of a certain brand, make or manufacturer shall not restrict bidders to the specific brand, make or manufacturer named and shall be deemed to convey the general style, type, character, and quality of the article desired. Any article that THE SCHOOL BOARD determines to be equal to 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 indicate the product being offered and to provide sufficient descriptive literature, catalog cuts, and technical detail to enable the Botetourt County School Board to determine if the product offered meets the requirements of the solicitation. 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 non-responsive. Unless the Bidder clearly indicates in its bid that the product offered is “equal” product, such bid will be considered to offer the brand name product referenced in the solicitation.
15. **FORMAL SPECIFICATION** - When a solicitation contains a specification that states no substitute, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
16. **OMISSIONS & DISCREPANCIES** – Any items or parts of any equipment listed in this solicitation, which are not fully described or are omitted from such specification, and, which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter’s codes, A.S.T.M. regulations or similar expressions, the requirements of these laws,

ordinances, etc., shall be construed as to the minimum requirements of these specifications.

17. **CONDITIONS OF ITEMS** – Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

18. **AWARD OR REJECTION OF BIDS** – The School Board shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable, references are acceptable, and it is in the best interest of the School Board to accept it. The School Board reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids received whenever such rejection or waiver is in the best interest of the Board. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of the Botetourt County School Board. The School Board also reserves the right to reject the bid if a bidder is deemed to be a non-responsive bidder.

19. **ANNOUNCEMENT OF AWARD** – Upon the award or announcement of the decision to award a contract as a result of this solicitation, the School Board Office will publicly post such notice on the bulletin board located in their office.

CONTRACT PROVISIONS

20. **ANTI-DISCRIMINATION** - By submitting their bids, bidders certify to the Botetourt County School Board 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 section 2.2-4311 of the *Virginia Public Procurement Act*. 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 beliefs, 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 the School Board 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 School Board funds shall be subject to audit by the public body (*Code of Virginia* sec. 2.2-4343.1 E).
21. **DRUG FREE WORKPLACE** - In every contract over \$10,000 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 in accordance with this chapter, 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.

22. EMPLOYEE CERTIFICATION – Bidders shall certify that any of their employees who will provide services under a resulting contract and will be in direct contact with Botetourt County Public School students, defined as in the presence of students during regular school hours or during school-sponsored activities, (i) has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) such person has not been convicted of a crime of moral turpitude. Bidders shall cause any of their subcontractors to provide the same certification described herein with regard to the subcontractors' employees (See Attachment C).

23. EMPLOYMENT DISCRIMINATION PROHIBITED - In every contract over \$10,000 the provisions in A. and B. below apply:

a. During the performance of this contract, the contractor agrees as follows:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin 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.
- ii. 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.
- iii. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

b. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

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

25. MODIFICATION OF THE CONTRACT – Changes can be made to the contract in any of the following ways:

- a. A contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the School Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of a bidder from the consequences of an error in its bid or offer.

- b. The School Board may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.

26. CONTRACTUAL DISPUTES

- a. Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payments.
- b. The purchasing agent shall decide contractual claims within 30 days of the written submission and the claimant shall be informed of the decision in writing. The claimant may appeal the decision within ten (10) days of the receipt by filing a notice of appeal with the Division Superintendent. The appeal shall be decided by the School system's attorney whose decision thereon shall be final.

27. **INSURANCE** – By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The bidder further certifies that the contractor will maintain these insurance coverages 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.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- a. Worker's Compensation – Statutory requirements and benefits.
- b. Commercial General Liability - \$2,000,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. BCPS must be named as an additional insured and be endorsed to the insurance policy as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
- c. Automobile Liability - \$500,000 – Combined single limit (Only if motor vehicle is to be used in the contract)
- d. Personal injury - \$1,000,000
- e. Fire damage - \$100,000
- f. Medical Expense - \$5,000 (per person)
- g. Excess umbrella - \$3,000,000

28. **AUTHORIZED TO TRANSACT BUSINESS** – Pursuant to the *Code of Virginia* Section 2.2-4311.2 each bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia*, (1950), as amended, or as otherwise required by law, is required to include in its bid or proposal its Virginia State Corporation Commission (SCC)

Identification Number. Any bidder that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or 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 is not required to be so authorized.

Please complete the following and include with response:

A. _____ Bidder is a Virginia business entity organized and authorized to transact business in Virginia and such bidder's SCC Identification Number is _____.

B. _____ Bidder is an out-of-state (foreign) business entity authorized to transact business in Virginia and such bidder's SCC Identification Number is _____.

C. _____ Bidder does not have an Identification Number issued to it by the SCC and such bidder is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need more space to explain why such a bidder is not required to be authorized to transact business in Virginia.