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Dinwiddie County Public Schools
OFFICE OF THE SUPERINTENDENT

INVITATION FOR BID
IFB # 22-042622-1 (FY'22)
PRE-PURCHASE OF AIR-COOLED CHILLERS

Midway Elementary School
5511 Midway Road, Church Road, VA

Dinwiddie Elementary School
13811 Boydton Plank Road, Dinwiddie, VA

Dinwiddie Middle School
11608 Courthouse Road, Dinwiddie, VA

This procurement request is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

Contact Information:

Brenda Austin
Dinwiddie County Public Schools
Procurement Officer
Finance Department

14016 Boydton Plank Road
P.O. Box 7
Dinwiddie, VA 23841

(804) 469-4190 Fax (804) 469-4197

Or

E-Mail: baustin@dcpsnet.org

Date Issued: Tuesday, April 26, 2022
Date & Time of Bid Closing: Monday, May 16, 2022 @ 10:00 a.m.

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1.0 PURPOSE

Dinwiddie County School Board (DCPS) is issuing this Invitation for Bid seeking qualified bidders to furnish and deliver pre-purchased air-cooled chillers for Midway Elementary School, Dinwiddie Elementary School and Dinwiddie Middle School.

2.0 SCOPE OF WORK:

The proposed scope of work for this project is outlined in the Equipment Specifications (Attachment D).

3.0 DELIVERY INSTRUCTIONS

Sealed Bids are due by **10:00 a.m. on Monday, May 16, 2022.**

Sealed Bids can be mailed or hand delivered to the following location prior to the date and time of closing: Fax and email copies will not be accepted.

**Dinwiddie County School Board
Finance Department, Attn: Brenda Austin
14016 Boydton Plank Road
Post Office Box 7
Dinwiddie, Virginia 23841
Fax 1-804-469-4197
Email – baustin@dcpsnet.org**

It is the responsibility of the bidder to ensure that their bid reaches the Finance Department *prior to the date and time of closing*. If delivering in person, it is recommended that you call the School Board Office at 804-469-4190 to ensure that someone is available to take your sealed bid

Dinwiddie County School Board shall not be responsible for any costs incurred by any bidder in preparing, submitting, or presenting its response to this solicitation.

4.0 SUPPLEMENTARY TERMS AND CONDITIONS

4.1 ANNOUNCEMENT OF AWARD:

Award will be made to the lowest responsible and responsive bidder. Upon the award or the announcement of the decision to award the Finance Department will inform, in writing, all the bidder(s) who submitted quotes, of the decision.

4.2 ANTI-DISCRIMINATION:

Dinwiddie County School Board does not discriminate against faith-based organizations. By submitting their bids, bidders certify to DCSB 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 Code of Virginia, Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Section § 2.2-4343.1E of the Code of Virginia, VPPA*).

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

- 1 During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of #1. Above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor, if subcontractors are allowed. *This project cannot be performed by subcontractors.*

4.3 ANTITRUST:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Dinwiddie County School Board 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 Dinwiddie County School Board, relating to the particular goods or services purchased or acquired by Dinwiddie County School Board under said contract

4.4 APPLICABLE LAWS:

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

4.5 AUDIT:

The Contractor/Vendor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by Dinwiddie County School Board, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period

4.6 AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. The agreement will be contingent upon annual appropriations by the Dinwiddie County School Board. Failure of the Dinwiddie County School Board to appropriate adequate funds for the terms of this contract shall result in the immediate cancellation of this contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.

4.7 BID ACCEPTANCE PEIOD:

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

4.8 CHANGES TO THE CONTRACT:

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

- A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- B. Dinwiddie County School Board may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give Dinwiddie County School Board a credit for any savings. Said compensation shall be determined by one of the following methods:
 - 1. By mutual agreement between the parties in writing; or
 - 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to Dinwiddie County School Board right to audit the contractor's records and/or to determine the correct number of units independently.

4.9 CLARIFICATION OF TERMS:

If any prospective bidder has questions or is in doubt as to the true meaning of any part of the plans, specifications or other solicitation documents for this project, the prospective bidder should submit a written request to **Brenda Austin, Purchasing Agent** via email at baustin@dcpsnet.org. Any revisions to the solicitation will be made only by addendum and issued by the buyer.

Contact initiated by a bidder concerning this solicitation with any other School Board and/or school administration representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the bidder/offeror from this transaction.

4.10 COPYRIGHTS/PATENTS, ETC.:

The Contractor/Vendor guarantees to hold Dinwiddie County School Board, its agents, officers or employees, harmless from liability of any nature or kind, for use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor/Vendor is not the patentee, assignee or licensee.

4.11 DEFAULT:

In the event of default/failure by the Contractor/Vendor, to deliver goods or services in accordance with the contract terms and conditions, Dinwiddie

County School Board, after due oral or written notice, may procure the commodities and/or services from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Dinwiddie County School Board may have. If, however, the Contractor/Vendor is in default for not providing specified commodities and public necessity requires use of commodities not conforming to the specifications, they may be accepted, at DCSB's option, and payment therefore shall be made at a proper reduction in price.

4.12 DELIVERY DATE (S):

The time of proposed delivery/completion must be stated in definite terms. If delivery for different commodities varies, the Bidder/Offeror shall so state. Length of time for delivery/completion as well as price may be considered in awarding of the solicitation.

4.13 DISCOUNTS:

Cash discounts may be offered by Bidder/Offeror for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie quotations. The discount period will be computed from the date delivery at destination is accepted by School Board and/or completion is accepted by School Board or from date correct invoice is received by School Board, whichever is the later date.

4.14 DRUG & ALCOHOL-FREE WORKPLACE:

During the performance of this contract, the contractor agrees to (i) provide a drug & alcohol-free workplace for the Contractor's/Vendor'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, marijuana or alcohol is prohibited in the Contractor's/Vendor'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/Vendor that the Contractor/Vendor maintains a drug & alcohol-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 & alcohol-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor/Vendor, 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. (Code of Virginia § 2.2-4312).

4.15 DUE DATE:

Bids/Proposals and amendments thereto, or withdrawal of bids/proposals submitted, if received by Dinwiddie County School Board after the due date specified, may not be considered. It will be the responsibility of the Bidder/Offeror to see that his/her bid/proposal is in the Procurement Office by the specified due date and time.

4.16 EQUIPMENT/PRODUCTS:

Any equipment/products delivered must be standard new equipment/products of the latest model, except as otherwise specifically stated in quotation. Where any part or nominal appurtenances of equipment/product is not described, it shall be understood that all equipment/products and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

4.17 ETHICS IN PUBLIC CONTRACTING:

By submitting their bid or proposal, Bidders/Offerors certify that their bid or proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidders/Offerors, 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.

The Bidder/Offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the Bidder/Offeror is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the bid/proposal documents submitted, each Bidder/Offeror attests that his/her agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder/Offeror, or themselves, to obtain information that would give the Bidder/Offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the Bidder/Offeror, or itself, to gain any favoritism in the award of this solicitation.

4.18 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their Bids/Proposals, bidders/offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

4.19 **INSURANCE:**

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- A Workers' Compensation - Statutory requirements and benefits Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the School Board of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract
- B. Employer's Liability - \$100,000.
- C. Commercial General Liability - \$2,000,000 per occurrence Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage The School Board of Dinwiddie must be named as Certificate Holder and The School Board of Dinwiddie elected and appointed officials, officers, consultants, agents and employees, and affiliate or subsidiary boards are additional insured must be listed as additional insured and so endorsed on the policy.
- D. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract)
- E Professional Liability - \$1,000,000 per occurrence
- F Umbrella Liability - \$1,000,000 per occurrence

4.20 **NONDISCRIMINATION OF CONTRACTORS:**

A Bidder/Offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, status as a service disable veteran, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

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.

4.21 OWNERSHIP OF DOCUMENTS:

- A. All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor/Vendor under any resultant contract shall, at the option of Dinwiddie County School Board, become Dinwiddie County School Board property and shall be delivered to and remain the property of Dinwiddie County School Board upon completion of the work or termination of the Contract. Dinwiddie County School Board shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Vendor.
- B. Any documents or other materials provided to the Contractor/Vendor by Dinwiddie County School Board shall be returned to Dinwiddie County School Board upon delivery of the final products and/or services. Any art work, negatives, proofs, or other materials produced by the Contractor/Vendor in order to supply the products or services contracted for shall become the property of Dinwiddie County School Board and shall be sent to Dinwiddie County School Board upon delivery of the final products and/or services unless otherwise requested by Dinwiddie County School Board. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

4.22 PAYMENT:

4.22.1 To Prime Contractor:

- a. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations) A completed W-9 Form shall be submitted as well
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery,

whichever occurs last This shall not affect offers of discounts for payment in less than 30 days, however.

- c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- d. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, Dinwiddie County School Board shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve Dinwiddie County School Board of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

4.22.2 To Subcontractor(s):

- a. Within seven (7) days of the Contractor's receipt of payment from Dinwiddie County School Board for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract a Contractor awarded a contract under this solicitation is hereby obligated:
 - 1. To pay the subcontractor(s); or
 - 2. To notify the School Board and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from Dinwiddie County School Board, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee These provisions apply to each sub-tier Contractor

performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of Dinwiddie County School Board.

4.23 PREPARATION AND SUBMISSION OF BIDS/PROPOSALS:

All bids/proposals must be submitted in accordance with the Bid Form (see Attachment B) enclosed. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder/offeror may attach a letter which will be made a part of the bid/proposal. Verbal quotations will not be accepted.

All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed in ink by the person signing the bid/proposal. Bids/Proposals must show unit price, total price, and grand total as indicated on the Bid Form (Attachment B). In case of error in the extension of prices, the unit price shall govern.

Bids/Proposals must give the full business address of the Bidder/Offeror and be signed by him/her with his/her usual signature. Bids/Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids/Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid/proposal by a person, who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the bidder/offeror of the individual signing. When requested by Dinwiddie County School Board, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

Verify your bids/proposals before submission as they cannot be withdrawn or corrected until after the due date.

Dinwiddie County School Board reserves the right to waive any informality in bids/proposals. Bids/Proposals making exceptions to terms and conditions included in this invitation may be considered, but preference may be given to those who do not make such exceptions.

4.24 PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted for a procurement transaction shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the bidder or offeror must invoke the protection of *Code of Virginia*, § 2.2-4342F, in writing, prior to or upon

submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. The classification of an entire bid or proposal document, line item prices and/or total bid or proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the bidder or offeror refuses to withdraw an entire classification designation, the bid will be considered nonresponsive or the proposal will be rejected. Failure to comply with these steps shall result in loss of the Bidder's/Offeror's FOIA exemption.

Agencies and institutions shall not release any information that a bidder/offeror has claimed to be a trade secret or proprietary information, unless ordered to do so by a court of competent jurisdiction. If a party seeking information disagrees with the designation of it as proprietary or a trade secret, upon concurrence of the agency's attorney advisor, the party seeking the information may be advised that they will have to obtain a court order and request to be named as a defendant in the suit involving the bidder, offeror, or contractor which designated the information as proprietary as well as the agency or institution.

4.25 QUALIFICATIONS OF BIDDERS:

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

4.26 RECEIPT AND OPENING OF BIDS:

- A. It is the responsibility of the Bidder/Offeror to assure that his/her bid/offeror is delivered to the place designated for receipt of bids/proposals and prior to the time set for receipt of bids/proposals. Bids/Proposals received after the time designated for receipt of bids/proposals will not be considered.
- B. In the event Dinwiddie School Board Office is closed due to inclement weather and/or emergency situations prior to or at the time set aside for the receipts of bid/proposals the receipt of bids/proposals will default to the next open business day at the same time.
- C. The provisions of § 2 2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of Bids/Proposals received.

D. Acceptance of a bid/proposal by the School Board is not an order to ship or to begin work. Each bid/proposal is received with the understanding that the acceptance in writing by the School Board of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the Bidder/Offeror and the School Board, which shall bind the Bidder/Offeror on his part to furnish and deliver the items/services quoted at the prices stated and in accordance with the conditions of said accepted bid/proposal; and the School Board on its part to order from such Bidder/Offeror, if funding is appropriated, except for causes beyond reasonable control; and to pay for, at the agreed prices, all items/services specified, ordered, and delivered.

4.27 SAMPLES:

Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the Bidder's/Offeror's risk and expense.

4.28 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

In order to contract with Dinwiddie County School Board, Contractors/Vendors 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 *Code of Virginia, Title 13.1 or Title 50* or as otherwise required by law. Pursuant to competitive sealed proposal or competitive negotiation, a Bidder/Offeror organized or authorized to transact business in the Commonwealth pursuant to *Title 13.1 or Title 50* shall include in its bid/proposal the identification number issued to it by the State Corporation Commission. Any Bidder/Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under *Title 13.1 or Title 50* or as otherwise required by law shall include in its bid/proposal a statement describing why the Bidder/Offeror is not required to be so authorized. Any Bidder/Offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the Purchasing Agent. Any business entity as described above that enters into a contract with a public body pursuant to § 2.2-4311.2 of the *Code of Virginia* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the contract. Dinwiddie County School Board may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

4.29 SUBSTITUTIONS:

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog

designation identified. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which quotations are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified and must have an equal warranty. In submitting quotations on a commodity other than as specified, Bidder shall furnish complete data and identification with respect to the alternate commodity he/she proposes to furnish in accordance with Article 3 3 (Substitutions) of the Instructions to Bidders (AIA-A701) Consideration will be given to quotations submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the School Board. If the Bidder/Offeror does not indicate that the commodity he/she proposes to furnish is other than specified, it will be construed to mean that the Bidder/Offeror proposes to furnish the exact commodity specified in the item description

4.30 TAXES:

Sales to the School Board are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by the School Board of Dinwiddie on materials and supplies that are installed by a Contractor/Vendor and become a part of real property. Contractors/Vendors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid/proposal

4.31 TERMINATION BY OWNER FOR CONVENIENCE:

A. Owner may terminate this contract at any time without cause, in whole or in part, in accordance with Article 14 4 (Termination by the Owner for Convenience) of the of the General Conditions of the Contract for Construction (AIA-A201). Upon such termination, the contractor/vendor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor/vendor shall take such steps as owner may require assigning to the owner the contractor's/vendor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor/vendor shall receive as full compensation for termination and assignment the following:

- 1 All amounts then otherwise due the contractor for work performed under the terms of this contract
- 2 Amounts due for work performed subsequent to the latest Request for Payment through the date of termination

3 Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor/vendor of any nature.

B. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

4.32 TESTING AND INSPECTION:

All products and services provided shall be in compliance/accordance with all applicable federal, state and local laws and regulations. The Contractor/Vendor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor/Vendor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the School Board by any other clause of this solicitation. The School Board reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications and/or meet the needs of the School Board. The School Board's decision of approval or disapproval of a proposed product shall be final

4.33 WITHDRAWAL OR MODIFICATION OF BIDS:

Bids may be withdrawn or modified by written notice received from bidders prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

5.0 ATTACHMENTS

Attachment A - Virginia State Corporation Commission Form

Attachment B – Bid Form

Attachment C – Certification of Contractor

Attachment D – Equipment Specifications

Attachment E – American Rescue Plan (ARP) Guidelines

ATTACHMENT A – VIRGINIA STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information - The bidder:

is a corporation or other business entity with the following SCC identification number

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

-OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13 1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver).

ATTACHMENT B – BID FORM

(see full size Bid Form included in Equipment Specifications)

DATE: April 26, 2022
PROJECT: Pre-Purchase of Air-Cooled Chillers
Midway Elementary School
Dinwiddie Elementary School
Dinwiddie Middle School

To: Dinwiddie County Public Schools
P.O. Box 7
14016 Boydton Plank Road
Dinwiddie, VA 23841

In compliance with and subject to the Invitation for Bids and the documents therein specified, all of which are incorporated herein by reference, the undersigned bidder proposes to furnish all equipment and materials and perform all work necessary for this project, in accordance with the Plans and Specifications, dated April 21, 2022, as prepared by Thompson Consulting Engineers, 22 Enterprise Parkway, Suite 200, Hampton, VA 23666, for the consideration of the following amount:

BASE BID:

Lump sum price for all work in accordance with the Plans and Specifications:

_____ Dollars (\$)_____).

Lump sum monthly price to store chillers off site for up to 3 months after the predicted delivery date of July 1, 2023 as specified herein:

_____ Dollars/Month (\$_____)/month.

Manufacturer shall include equipment shop drawings with his bid.

If notice of acceptance of this bid is given to the undersigned within 60 days after the date of opening of bids, or any time thereafter before this bid is withdrawn, the undersigned will execute and deliver an agreement in the prescribed form within 10 days after the contract has been presented to him for signature.

I certify that the firm name given below is the true and complete name of the bidder and that the bidder is legally qualified and licensed by the Commonwealth of Virginia, Department of Commerce, State Board for Contractors, to perform all Work included in the scope of the Contract.

Bidder _____
(Name of Firm)

By _____
(Signature)

(Typed Name)

Title _____

If Partnership (List Partners' Names)

If Corporation, affix Corporate Seal &
list State of Incorporation

State: _____

(Affix Seal)

Business Address:

Telephone # _____

FAX # _____

ATTACHMENT C - CERTIFICATION OF CONTRACTOR

Full Name of Contractor _____

As required by Section 22.1-296.1 of *the Code of Virginia*, the undersigned hereby certifies as follows:

- (i) That I (**and all persons** who will provide such services) have not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. I further understand that if I make a materially false statement regarding any of the above offenses,

I will be guilty of a Class 1 misdemeanor.

Signature of Contractor _____

Date: _____

ATTACHMENT D – EQUIPMENT SPECIFICATIONS

(see attached Equipment Specifications)

EQUIPMENT SPECIFICATIONS

FOR

PRE-PURCHASE OF AIR-COOLED CHILLERS

Midway Elementary School
Dinwiddie Elementary School
Dinwiddie Middle School



Dinwiddie County Public Schools
Dinwiddie County, Virginia

April 21, 2022



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PRE-PURCHASE OF AIR-COOLED CHILLERS
DINWIDDIE COUNTY PUBLIC SCHOOLS

SECTION 000005 - TABLE OF CONTENTS

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

000005 Table of Contents
000300 Bid Form

DIVISION 1 - GENERAL REQUIREMENTS

001010 Summary of Work
001020 Project Schedule
001300 Submittals
001730 Operation and Maintenance Data

DIVISIONS 2 THROUGH 22

NOT USED

DIVISION 23 - MECHANICAL

230500 Heating, Ventilating, and Air Conditioning

DIVISIONS 26 THROUGH 28

NOT USED

END OF SECTION 000005

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DINWIDDIE COUNTY PUBLIC SCHOOLS

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SECTION 000300 - BID FORM

DATE: April 26, 2022
PROJECT: Pre-Purchase of Air-Cooled Chillers
Midway Elementary School
Dinwiddie Elementary School
Dinwiddie Middle School

To: Dinwiddie County Public Schools
P.O. Box 7
14016 Boydton Plank Road
Dinwiddie, VA 23841

In compliance with and subject to the Invitation for Bids and the documents therein specified, all of which are incorporated herein by reference, the undersigned bidder proposes to furnish all equipment and materials and perform all work necessary for this project, in accordance with the Plans and Specifications, dated April 21, 2022, as prepared by Thompson Consulting Engineers, 22 Enterprise Parkway, Suite 200, Hampton, VA 23666, for the consideration of the following amount:

BASE BID:

Lump sum price for all work in accordance with the Plans and Specifications:

_____ Dollars (\$)_____).

Lump sum monthly price to store chillers off site for up to 3 months after the predicted delivery date of July 1, 2023 as specified herein:

_____ Dollars/Month (\$)_____/month

Manufacturer shall include equipment shop drawings with his bid.

If notice of acceptance of this bid is given to the undersigned within 60 days after the date of opening of bids, or any time thereafter before this bid is withdrawn, the undersigned will execute and deliver an agreement in the prescribed form within 10 days after the contract has been presented to him for signature.

PRE-PURCHASE OF AIR-COOLED CHILLERS
DINWIDDIE COUNTY PUBLIC SCHOOLS

I certify that the firm name given below is the true and complete name of the bidder and that the bidder is legally qualified and licensed by the Commonwealth of Virginia, Department of Commerce, State Board for Contractors, to perform all Work included in the scope of the Contract.

Bidder _____
(Name of Firm)

By _____
(Signature)

(Typed Name)

Title _____

If Partnership (List Partners' Names)

If Corporation, affix Corporate Seal &
list State of Incorporation

State: _____

(Affix Seal)

Business Address:

Telephone # _____

FAX # _____

END OF SECTION 000300

PRE-PURCHASE OF AIR-COOLED CHILLERS
DINWIDDIE COUNTY PUBLIC SCHOOLS

SECTION 001010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The "Work" of this Contract is titled: Pre-Purchase of Air-Cooled Chillers – Midway Elementary School, Dinwiddie Elementary School, and Dinwiddie Middle School and is described in the Contract Documents, including the plans and specifications, and shall be referred to for detailed requirements of the work involved. For purposes of this project and specifications, those persons furnishing equipment to the Owner under this contract shall be referred to as the "Manufacturer" in all following details and descriptions.
- B. The "Work" generally includes but is not limited to the following:
1. Furnish one (1) new direct drive rotary compressor air-cooled chiller for Midway Elementary School, one (1) new direct drive rotary compressor air-cooled chiller for Dinwiddie Elementary School, and two (2) new direct drive rotary compressor air-cooled chillers for Dinwiddie Middle School. Chillers shall be of size and type scheduled and specified. Manufacturer shall submit shop drawing for each chiller with his bid.
 2. Provide secure storage for chillers in a bonded warehouse or at the factory until Owner is ready to take delivery. Predicted delivery date is July 1, 2023. Manufacturer shall coordinate exact delivery date with the installing Contractor to be selected at a later date. Manufacturer shall provide extended storage of equipment for up to three (3) months from the predicted delivery date. Chillers shall be completely covered by a tarp at the factory to protect chiller during transportation and storage.
 3. Provide delivery of chillers to the school sites. Installing Contractor shall be responsible for inspecting chillers prior to off-loading at the site. Any damage shall be documented and reported to the Owner. Contractor shall be responsible for off-loading of chillers after inspection.
 4. Manufacturer shall furnish written warranty stating that the products furnished under Section 230500 of the Specifications shall be free from defects of materials and workmanship for a period of 12 months from date of chiller start up or 18 months from delivery, whichever comes first. In addition, the manufacturer shall provide an extended 2-5 year parts, labor and refrigerant warranty on all air-cooled chiller compressors.
 5. Manufacturer shall provide a factory-trained and certified technician to assist Contractor with chiller start up. Contractor shall assemble the start-up team to include the Manufacturer, mechanical contractor, electrical contractor, and automatic temperature control contractor.

END OF SECTION 001010

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DINWIDDIE COUNTY PUBLIC SCHOOLS

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SECTION 001020 - PROJECT SCHEDULE

PART 1 - GENERAL

1.1 PURPOSE

- A. The project schedule calls for the equipment to be delivered in coordination with chiller replacement work being performed on site.

1.2 GENERAL DESCRIPTION

- A. The timing of the work is as follows: Equipment shall be available to be delivered to the site beginning July 1, 2023. Exact delivery date shall be coordinated with the installing Contractor and Owner.

1.3 DETAILED DESCRIPTION OF WORK

- A. Provide secure storage (in bonded warehouse) for equipment until Owner is ready to take delivery. Manufacturer shall store equipment up to 90 days beginning on July 1, 2023 if for some reason delivery to the site is delayed by Owner or Installing Contractor. Owner can be billed for storage cost for any equipment delivered after July 1, 2023. Cost for monthly storage shall be provided on the Bid Form. Payment shall be made to Manufacturer furnishing equipment at time of delivery to storage facility, so long as proper insurance certificates are provided by the Manufacturer to the Owner naming Dinwiddie County Public Schools as Additionally Insured.
- B. Deliver equipment to the site at times directed by the Owner and Installing Contractor but not before July 1, 2023. Equipment shall be off-loaded at the site by the Installing Contractor after inspection and acceptance of equipment. Site delivery is defined as a location determined by the Installing Contractor outside of the building. Delivery of equipment to the sites and after inspection by the Installing Contractor and Owner constitutes acceptance of equipment by the Owner. Storage and protection of equipment following delivery to the school site is the responsibility of the Owner and Installing Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 001020

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SECTION 001300 - SUBMITTALS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Provide shop drawings with the bid. Provide submittals required by the Contract Documents; revise and resubmit as necessary to establish compliance with the specified requirements.
- B. Related Work: Individual requirements for submittals are described in pertinent Sections of these Specifications.
- C. Work not Included:
 - 1. Submittals not required by the Contract Documents will not be reviewed by the Engineer.
 - 2. The Manufacturer may provide to the Installing Contractor drawings, diagrams, and similar information to help coordinate the work, but such data shall remain between the Contractor and the Installing Contractor and will not be reviewed by the Engineer.

1.2 QUALITY ASSURANCE

- A. Coordination of Submittals.
 - 1. Prior to each submittal, the Manufacturer shall carefully review and coordinate all aspects of each item being submitted.
 - 2. The Manufacturer shall verify that each item and the submittal for it conform in all respects with the specified requirements.
 - 3. By affixing the Manufacturer's signature to each submittal, certify that this coordination has been performed.
 - 4. Materials or equipment ordered, fabricated, or shipped, or any work performed until the Engineer returns to the Manufacturer the submissions herein required marked either "Furnish as Submitted" or "Furnish as Corrected" is at the Manufacturer's own risk.
- B. Substitutions
 - 1. The Contract is based on the standards of quality established in the Contract Documents.
 - 2. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this work by the Engineer.
- C. "Or Equal":
 - 1. Where the phrase "or equal," or "or equal as approved by the Engineer" occurs in the Contract Documents, do not assume that the materials, equipment, or method will be

PRE-PURCHASE OF AIR-COOLED CHILLERS
DINWIDDIE COUNTY PUBLIC SCHOOLS

approved as equal unless the item has been specifically so approved for this work by the Engineer

2. The decision of the Engineer shall be final.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 SUBMITTALS

- A. Submissions will be stamped by the Engineer in one of the following ways:

“Furnish as Submitted”	No exceptions are taken and subject to compliance with the Contract Documents.
“Furnish as Corrected”	Minor corrections are noted, and a re-submittal is not required subject to compliance with the corrections and the Contract Documents.
“Rejected”	The submitted material, method, or system is totally rejected and does not meet the intent of the specifications.
“Revise and Resubmit”	Revise prior to re-submit is required.

- B. Submission Procedures

1. If a submission is satisfactory to the Engineer, the Engineer will annotate the submission “Furnish as Submitted” or “Furnish as Corrected” and transmit two (2) copies to the Manufacture. If a resubmission is required, the Engineer will annotate the submission “Revise and Resubmit” and transmit two (2) copies to the Manufacture for appropriate action.
2. The Manufacture shall revise and resubmit submissions as required by the Engineer until submissions are acceptable to the Engineer.
3. Approval of shop drawings by the Engineer will constitute acceptance of the subject matter for which the drawing was submitted and not for any other structure, material, equipment, or appurtenances indicated as shown.
4. The Engineer’s review of the Manufacture’s submissions shall in no way relieve the Manufacture of any of his responsibilities under the Contract. An approval of a submission shall be interpreted to mean that the Engineer has no specific objections to the submitted material, subject to conformance with the Contract Documents.

3.2 IDENTIFICATION OF SUBMITTALS

- A. Consecutively Number All Submittals:

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1. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.
2. On re-submittals, cite the original submittal number for reference

3.3 TIMING OF SUBMITTALS

- A In scheduling, allow at least ten working days for review by the Engineer following his receipt of the submittal.

3.4 ENGINEER'S REVIEW

- A. Review by the Engineer does not relieve the Manufacture from responsibility for errors which may exist in the submitted data.
- B. Revisions:
1. Make revisions required by the Engineer.
 2. If the Manufacture considers any required revision to be a change, he shall so notify the Engineer.
 3. Make only those revisions directed or approved by the Engineer.

END OF SECTION 001300

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SECTION 01730 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 DESCRIPTION

- A. *Work Included:* To aid the continued instruction of operating and maintenance personnel, and to provide a positive source of information regarding the products incorporated into the work, furnish and deliver the data described in this section and in pertinent other sections of these Specifications.
- B. *Related Work:* Required contents of submittals also may be amplified in pertinent other sections of these Specifications.
- C. Submit operation and maintenance data after award of contract.

1.2 QUALITY ASSURANCE

- A. *In preparing data required by this Section, use only personnel who are thoroughly trained and experienced in the operation and maintenance of the described items, completely familiar with the requirements of this Section, and skilled communicating the essential data.*

1.3 SUBMITTALS

- A. Unless otherwise directed in other sections, or in writing by the Engineer, submit three copies of the final manual to the Engineer for approval prior to indoctrination of operation and maintenance personnel.

PART 2 - PRODUCTS

2.1 INSTRUCTION MANUAL

- A. Where an instruction manual is required to be submitted under other Sections of these Specifications, prepare in accordance with the provisions of this Section.
- B. Format
 - 1. Size: 8-1/2" x 11"
 - 2. Paper: White bond, at least 20-lb weight.
 - 3. Text: Typed (Hand printed or written is not acceptable.)
 - 4. Drawings: 11" x 8" preferable; bind in with text; foldouts are acceptable; larger drawings are acceptable if folded to fit within the manual and provide a drawing pocket inside rear cover or bind in with text.
 - 5. Fly Sheets: Separate each portion of the manual with neatly prepared Fly Sheets or

PRE-PURCHASE OF AIR-COOLED CHILLERS
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- 6 Binding: tabbed index sheets briefly describing the contents of the ensuing portion. Fly Sheets or index tabs may be in color. Use heavy-duty plastic cover with binding mechanism concealed inside the manual, 3-ring binders or GBC binding is acceptable. All binding is subject to the Engineer's approval.
 - 7. PDF Provide manual in PDF format stored on a thumb drive.
- C. Provide front and back covers for the manual, using durable plastic material approved by the Engineer, and clearly identified on the front cover with at least the following information.

OPERATING AND MAINTENANCE INSTRUCTIONS FOR
Air-Cooled Chillers, Midway Elementary School, Dinwiddie Elementary School
and Dinwiddie Middle School

(Name, addresses, and telephone numbers of Manufacturer)
(name and address of Engineer)
(Engineer's approval and date approved)

- D. Contents:
- 1 Neatly prepared and typewritten detailed table of contents.
 - 2 Complete instructions regarding operation and maintenance of all equipment involved, including lubrication, disassembly, and re-assembly.
 - 3. Complete nomenclature of all parts of all equipment.
 - 4. Complete nomenclature and part number of all replaceable parts, name and address of nearest vendor, and all other data pertinent to procurement procedures.
 - 5. Copy of all guarantees and warranties issued.
 - 6 Manufacturer's bulletin, cuts, and descriptive data, where pertinent, clearly indicating the precise items included in this installation and deleting, or otherwise clearly indicating, all manufacturers' data with which this installation is not concerned.
 - 7. Such other data as required in pertinent Sections of these Specifications.

PART 3 - EXECUTION

3.1 INSTRUCTION MANUAL

- A Final Manual: Complete the manual in strict accordance with the Specifications and the Engineer's review comments.
- B. Submit one copy of the manual to the Engineer for review.
- C. Revisions: Following the indoctrination and instruction of operation and maintenance personnel, review all proposed revisions of the manual with the Engineer
- D. Submit three copies of manual to Engineer after completion of review.

END OF SECTION 001730

PRE-PURCHASE OF AIR-COOLED CHILLERS
DINWIDDIE COUNTY PUBLIC SCHOOLS

SECTION 230500 - HEATING, VENTILATING, AND AIR CONDITIONING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Refer to the attached AIR-COOLED CHILLER SCHEDULE (SHEET M1.1) for chiller performance data.

1.2 WARRANTY-GUARANTEES

- A. Chiller manufacturer shall furnish written warranty stating that equipment provided under this Specification shall be free from defects of material and workmanship for a period of 18 months from delivery to the site or 12 months from start-up of equipment, whichever comes first.

1.3 SUBMITTALS

- A. Submit manufacturer's performance data and unit details for chillers specified below or indicated on drawings. Submittal shall be provided as part of the Bid documents.

1.4 PROTECTION OF EQUIPMENT AND MATERIAL

- A. Manufacturer shall furnish written warranty stating that the air-cooled chillers furnished under this section of the Specifications shall be free from defects of materials and workmanship for a period of 12 months from date of chiller start up or 18 months from delivery, whichever comes first. In addition, the manufacturer shall provide an extended 2-5 year parts, labor and refrigerant warranty on all air-cooled chiller compressors.

PART 2 - PRODUCTS

2.1 REFRIGERATION

- A. Air Cooled Screw Liquid Chiller.
 - 1. The Manufacturer shall furnish air-cooled screw compressor water chillers as shown and scheduled on the drawings. The chillers shall be in accordance with this Specification and produce the specified tonnage per the scheduled data in accordance with AHRI Standard 550-90. In addition, chillers shall meet the minimum efficiency requirements of ASHRAE Standard 90.1. The unit shall bear the AHRI certification label as applicable.
 - a. The following Manufacturers are acceptable:
 - 1) YORK, DAIKIN, TRANE and CARRIER

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b. The Installing Contractor shall be responsible for coordinating with Manufacturer and all affected Subcontractors to insure proper provisions for installation of the furnished units are met. This coordination shall include, but not be limited to, the following:

- 1) Reinforced concrete pads.
- 2) Piping size and connection/header locations.
- 3) Electrical power requirements and wire/conduit and overcurrent protection sizes.
- 4) Chiller physical size and plant layout.

2. General Requirements:

a. Scope: Provide Microprocessor controlled, rotary screw compressors, air-cooled, liquid chillers of the scheduled capacities as shown and indicated on the Drawings, including but not limited to:

- 1) Chiller package
- 2) Charge of refrigerant and oil
- 3) Electrical power and control connections
- 4) Chilled fluid connections
- 5) Manufacturer start-up
- 6) Variable Frequency Drive for compressors

b. Quality Assurance:

- 1) Chillers shall be Designed, Tested, Rated and Certified in accordance with, applicable sections of the following Standards and Codes.
 - a) AHRI 550/590 – Water Chilling Packages Using the Vapor Compression Cycle
 - b) AHRI 370 – Sound Rating of Large Outdoor Refrigerating and Air-Conditioning Equipment
 - c) ANSI/ASHRAE 15 – Safety Code for Mechanical Refrigeration
 - d) ANSI/ASHRAE 34 – Number Designation and Safety Classification of Refrigerants
 - e) ASHRAE 90.1 – Energy Standard for Buildings Except Low-Rise Residential Buildings
 - f) ANSI/NFPA 70 – National Electrical Code (N.E.C.)
 - g) ASME Boiler and Pressure Vessel Code, Section VIII, Division 1
 - h) OSHA – Occupational Safety and Health Act
 - i) Manufactured in facility registered to ISO 9001
 - j) Conform to Intertek Testing Services for construction of chillers and provide ETL/cETL Listed Mark

c. Factory Run Test: Chiller shall be pressure-tested, evacuated and fully charged with refrigerant and oil, and shall be factory operational run tested with water flowing through the vessel.

PRE-PURCHASE OF AIR-COOLED CHILLERS
DINWIDDIE COUNTY PUBLIC SCHOOLS

- d. Chiller manufacturer shall have a factory trained and supported service organization.
 - e. Manufacturer shall furnish written warranty stating that products furnished under this Section of the Specifications shall be free from defects of materials and workmanship for a period of 12 months from date of chiller start up or 18 months *from delivery, whichever comes first. In addition, the manufacturer shall provide an extended 2-5 year parts, labor and refrigerant warranty on all air-cooled chiller compressors*
3. Delivery and Handling:
- a. Unit shall be delivered to job site fully assembled with all interconnecting refrigerant piping and internal wiring ready for field installation and charged with refrigerant and oil by the Manufacturer.
 - b. Provide protective covering over vulnerable components for unit protection during shipment. Fit nozzles and open ends with plastic enclosures.
 - c. Unit shall be stored and handled per Manufacturer's instructions.
4. General:
- a. Description: Furnish factory assembled, charged, and operational run tested air-cooled screw compressor chillers as specified herein and shown on the Drawings. Chillers shall include, but not limited to, a complete system with multiple refrigerant circuits, semi hermetic twin screw compressors, shell and tube type evaporator, air-cooled condenser, R134a refrigerant, lubrication system, interconnecting wiring, safety and operating controls including capacity controller, control center, motor starting components, and special features as specified herein or required for safe, automatic operation
 - b. Operating Characteristics:
 - 1) Provide low and high ambient temperature control as required to ensure unit is capable of operation from 0°F to 125°F (-18°C to 52°C) ambient temperature.
 - 2) Provide capacity control system capable of reducing unit capacity to 15% of full load for 2 or 3 compressor units. Compressors shall start in unloaded condition. Application of factory installed hot gas bypass shall be acceptable as required to meet specified minimum load.
 - c. Cabinet: Unit panels, structural elements, control boxes and heavy gauge structural base shall be constructed of painted galvanized steel. All exposed sheet steel shall be coated with baked on powder paint to meet 500-hour salt spray test in accordance with the ASTM B117 standard.
 - d. Shipping. Unit shall ship in one piece and shall require installer to provide only a single evaporator inlet and outlet pipe connection
5. Compressors:
- a. Compressors: Shall be direct drive, semi hermetic, rotary twin-screw type, including: temperature actuated 'off-cycle' heater, rain-tight terminal box, discharge shut-off

PRE-PURCHASE OF AIR-COOLED CHILLERS
DINWIDDIE COUNTY PUBLIC SCHOOLS

service valve, suction shut-off service valve for each compressor, and precision machined cast iron housing. Design working pressure of entire compressor, suction to discharge, shall be 350 psig (24 barg) or higher. Compressor shall be U.L. recognized.

- b. Compressor Motors: Refrigerant suction-gas cooled accessible hermetic compressor motor, full suction gas flow through 0.006" (0.1524 mm) maximum mesh screen, with inherent internal thermal overload protection and external current overload on all three phases
- c. Balancing Requirements. All rotating parts shall be statically and dynamically balanced.
- d. Lubrication System: External oil separators with no moving parts, 450 psig (31 barg) design working pressure, and ETL listing shall be provided on the chiller. Refrigerant system differential pressure shall provide oil flow through service replaceable, 0.5-micron, full flow, cartridge type oil filter internal to compressor. Filter bypass, less restrictive media, or oil pump not acceptable.
- e. Capacity Control: Compressors shall start at minimum load. Provide Microprocessor control to command compressor capacity to balance compressor capacity with cooling load

6 Refrigerant Circuits and Components:

- a. Refrigerant. R-134a. Classified as Safety Group A1 according to ASHRAE 34.
- b. Refrigerant circuits shall incorporate all components necessary for the designed operation including: liquid line shut-off valve with charging port, low side pressure relief device, removable core filter-drier and sight glass with moisture indicator.
- c. Chiller manufacturer shall provide two independent refrigerant circuits to provide redundancy during chiller operation.
- d. Discharge lines shall be provided with manual compressor shut-off service valves

7. Heat Exchangers:

a Evaporator:

- 1) Evaporator shall be shell and tube, type with 2 pass arrangements to optimize efficiency and refrigerant charge. Tubes shall be high-efficiency, internally and externally enhanced type copper tubes with 0.025" (0.89 mm) minimum wall thickness at all intermediate tube supports to provide maximum tube wall thickness at the support area. Each tube shall be roller expanded into the tube sheets providing a leak proof seal and be individually replaceable.
- 2) Constructed, tested, and stamped in accordance with applicable sections of ASME pressure vessel code for minimum 200 psig refrigerant side design working pressure and 150 psig liquid side design working pressure.
- 3) Water boxes shall be removable to permit tube cleaning and replacement. Water boxes shall include liquid nozzle connections suitable for ANSI/AWWA C-606 couplings, welding, or flanges.
- 4) Provide vent and drain fittings, and thermo-statically controlled heaters to protect to -20°F (-28°C) ambient temperature in off-cycle. A separate power connection for evaporator heaters is required and shall be provided by the Contractor.

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- 5) Connection location: Chilled liquid inlet and outlet nozzle connections are located at rear (opposite control panel) end of unit.
- b. Air-cooled Condenser:
 - 1) Condenser coils shall be micro channel type, parallel flow aluminum alloy tubes metallurgically brazed as one piece to enhanced aluminum alloy fins. Tube and fin type condenser coils are an acceptable alternate when tubes are fabricated of copper, aluminum fin. Unit shall include Louvered Panels (Full Unit): Painted steel to match unit panels, over internal components and condenser coils.
 - 2) Ultra-Quiet Fans with Variable Speed Drives. First fan for each circuit shall be powered by variable speed drives. Fans shall provide vertical air discharge from extended orifices. Fans shall be composed of corrosion resistant aluminum hub and glass-fiber-reinforced polypropylene composite blades molded into a low-noise airfoil section. Fan impeller shall be dynamically balanced for vibration-free operation. Fan guards of heavy gauge, PVC (polyvinyl chloride) coated or galvanized steel.
 - 3) Fan Motors: High efficiency, direct drive, 3-phase, insulation class "F", current protected, Totally Enclosed Air-Over (TEAO), with double sealed, permanently-lubricated ball bearings. Open Drip Proof (ODP) fan motors will not be acceptable.
8. Insulation:
 - a. Material: Closed-cell, flexible, UV protected, thermal insulation complying with ASTM C 534 Type 2 (Sheet) for preformed flexible elastomeric cellular thermal insulation in sheet and tubular form
 - b. Thickness: 3/4" (19mm.)
 - c. Thermal conductivity 0.26 (BTU/HR-Ft²-°F/in) maximum at 75°F mean temperature.
 - d. Factory-applied insulation over cold surfaces of liquid chiller components including evaporator shell, water boxes, and suction line. Liquid nozzles shall be insulated by Contractor after pipe installation.
 - e. Adhesive: As recommended by insulation manufacturer and applied to 100 percent of insulation contact surface including all seams and joints.
9. Acoustical Data:
 - a. Provide with "superior" sound package including but not limited to compressor attenuation and super low sound fans
 - b. Submit acoustical sound power or sound pressure level data in decibels (dB) at the scheduled eight (8) octave band center frequencies. A-weighted sound data alone is not acceptable.
 - c. Submit all sound power or sound pressure level data at 100%, 75%, 50%, and 25% load
 - d. Acoustical performance ratings shall be in accordance with AHRI Standard 370.
10. Power and Electrical Requirements:

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- a. Power/Control Panel:
 - 1) Factory installed and wired NEMA 3R, powder painted steel cabinets with tool lockable, hinged, latched, and gasket sealed outer doors equipped with wind struts for safer servicing. Provide main power connection(s), compressor starters and fan motor contactors, current overloads, and factory wiring.
 - 2) Panel shall include control display access door.
 - b. Single Point or Dual Point Power.
 - 1) Provide single point or dual point power connection to chillers as schedule on the drawings. Chillers shall be 3-phase of scheduled voltage.
 - c. Control Transformer. Power panel shall be supplied with a factory mounted and wired control transformer that will supply all unit control voltage from the main unit power supply. Transformer shall utilize scheduled line voltage on the primary side and provide 115V/1Ø on secondary
 - d. Short Circuit Withstand Rating of the chiller electrical enclosure shall be (460V: 65 KAIC.) Rating shall be published in accordance with UL508.
 - e. Motor Starters Motor starters shall be Closed transition Wye-Delta for minimum electrical inrush. Open transition Wye-Delta and Across the Line type starters will not be acceptable.
 - f. Power Factor.
 - 1) Provide equipment with power factor correction capacitors as required to maintain a displacement power factor of 88%-90% at all load conditions.
 - g. All exposed power wiring shall be routed through liquid-tight, UV-stabilized, non-metallic conduit.
 - h. Supplied equipment shall not exceed scheduled Minimum Circuit Ampacity (MCA) The Manufacturer shall be responsible for any additional costs associated with equipment deviation
11. Controls:
- a. General:
 - 1) Provide automatic control of chiller operation including compressor start/stop and load/unload, anti-recycle timers, condenser fans, evaporator pump, evaporator heater, unit alarm contacts and run signal contacts.
 - 2) Chillers shall automatically reset to normal chiller operation after power failure.
 - 3) Unit operating software shall be stored in non-volatile memory. Field programmed set points shall be retained in lithium battery backed regulated time clock (RTC) memory for minimum 5 years.
 - 4) Alarm contacts shall be provided to remote alert for any unit or system safety fault.
 - 5) Provide phase monitor protection.

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- b Display and Keypad
 - 1) Provide minimum 80-character liquid crystal display that is both viewable in direct sunlight and has LED backlighting for nighttime viewing. Provide one keypad and display panel per chiller.
 - 2) Display and keypad shall be accessible through display access
 - 3) Display shall provide a minimum of unit setpoints, status, electrical data, temperature data, pressures, safety lockouts and diagnostics without the use of a coded display.
 - 4) Descriptions in English (or available language options), numeric
 - 5) Sealed keypad shall include unit On/Off switch
- c Programmable Setpoints (within Manufacturer limits): Display language, chilled liquid cooling mode, local/remote control mode, display units mode, system lead/lag control mode, remote temperature reset, remote current limit, remote sound limit, low ambient temperature cutout enable/disable, leaving chilled liquid setpoint and range, maximum remote temperature reset.
- d Display Data: Chilled liquid leaving and entering temperatures; outside ambient air temperature; lead system, evaporator pump status, active remote control; compressor suction, discharge, and oil pressures per refrigerant circuit; compressor discharge, motor, and oil temperatures per refrigerant circuit; saturation temperatures per refrigerant circuit, compressor speed; condenser fan status; condenser sub-cooling temperature; condenser drain valve percentage open; compressor capacity in percentage of Full Load Amps, compressor number of starts; run time; operating hours; evaporator heater status; history data for last ten shutdown faults; history data for last 20 normal (non-fault) shutdowns.
- e Predictive Control Points: Unit controls shall avoid safety shutdown when operating outside design conditions by optimizing the chiller controls and cooling load output to stay online and avoid safety limits being reached. The system shall monitor the following parameters and maintain the maximum cooling output possible without shutdown of the equipment: motor current, suction pressure, discharge pressure, starter internal ambient temperature, and starter baseplate temperature.
- f System Safeties: Shall cause individual compressor systems to perform auto-reset shut down if: high discharge pressure or temperature, low suction pressure, low motor current, high/low differential oil pressure, low discharge superheat, high motor temperature, system control voltage
- g Unit Safeties. Shall be automatic reset and cause compressors to shut down if: high or low ambient temperature, low leaving chilled liquid temperature, under voltage, flow switch operation. Installing Contractor shall provide flow switch wiring per chiller manufacturer requirements.
- h Manufacturer shall provide any controls not listed above, necessary for automatic chiller operation. Installing Contractor shall provide field control wiring necessary to interface sensors to the chiller control system.
- i Provide Gateway for communication with Building Automation Systems BACnet (MS/TP), Modbus, N2, and LON.
- j Furnish differential Pressure Switch: 3-45 psig (0.2-3 barg) range with 1/4" NPTE pressure connections (Field Mounted by Installing Contractor)
- k Furnish elastomeric vibration isolators (Field Mounted by Installing Contractor)
- l Provide low sound kit
- m Provide factory service start up

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- n. Provide fully louvered architectural panels completely enclosing all components of the chiller.

12 Verification of Capacity, Efficiency and Operation

- a. All proposals must include a 4 point (100%, 75%, 50%, 25%) AHRI approved performance test.
- b. Each chiller shall be factory performance tested in an ambient controlled, AHRI 550/590 approved test facility. The manufacturer shall supply a certified test report to confirm performance as specified. Proper AHRI certification documents for the test loop shall be made available upon request from the manufacturer for inspection. The performance test shall be conducted in accordance with AHRI Standard 550/590 procedures and tolerances
- c. The test conditions shall be at AHRI standard rating conditions, 44F leaving evaporator, 54F entering evaporator and 95 ambient.
- d. The tolerance on capacity shall be as defined by AHRI Standard 550/590 for full and part load points.
- e. The tolerance on efficiency shall be defined by AHRI Standard 550/590 for IPLV/NPLV, full load and all part load test points.
- f. The performance test shall be run with clean tubes in accordance with AHRI Standard 550/590 to include the following:
- g. A downward temperature adjustment shall be made to the design leaving evaporator water temperature to adjust from the design fouling to the clean tube condition
- h. The factory test instrumentation shall be per AHRI Standard 550/590, and the calibration of all instrumentation shall be traceable to the National Institute of Standards and Technology (formerly NBS).
- i. A certified test report of all data shall be submitted to the Engineer and Owner prior to shipment to the job site. The factory certified test report shall be signed by an officer of the manufacturer's company. Preprinted certification will not be acceptable; certification shall be in the original.

PART 3 - EXECUTION (NOT USED)

END OF SECTION 230500



THOMPSON
Consulting Engineers
10000 WOODBURN AVENUE
DUBLIN, VIRGINIA 22024



AIR-COOLED CHILLER REPLACEMENTS
DINWIDDIE COUNTY PUBLIC SCHOOLS
DINWIDDIE COUNTY
VIRGINIA

DATE: 08/11/2017
DRAWING NO: 17-000-001
PROJECT: AIR-COOLED CHILLER REPLACEMENTS
M1.1

MIDWAY ELEMENTARY SCHOOL AIR-COOLED CHILLER SCHEDULE

UNIT NO	DESCRIPTION	CAPACITY (TONS)		LOADS (KW)		TOTAL KW		REFRIGERANT	ELECTRICAL			REMARKS				
		CHILLER	CONDENSER	NO. OF CIRCUITS	QUANTITY	NO. OF CIRCUITS	QUANTITY		PH	NO. OF CIRCUITS	QUANTITY		PH			
C-1	ROTHMAN/CHILLER W	196.5	520	17.5	44	12	32.4	134h	13.64	13.19	413	300	460	3	TRANE RTAC275AU	①②
C-1	ROTHMAN/CHILLER W	188.3	520	8.5	44	10	20.6	134h	10.87	13.19	356	540	450	3	DANAHY AW402E	①②
C-1	ROTHMAN/CHILLER W	107.1	520	20.0	44	10	33.0	134h	10.28	13.43	347	350	480	3	CARRIER 300V-275	①②
C-1	ROTHMAN/CHILLER W	184.5	520	12.0	44	12	33.8	134h	10.8	13.37	444	350	460	3	YORK YVA4-023	①②

REMARKS: ① SHORT CIRCUIT CURRENT RATING IS 65,000 AMPS
② REFER TO SPECIFICATIONS FOR ADDITIONAL DETAILS

DINWIDDIE ELEMENTARY SCHOOL AIR-COOLED CHILLER SCHEDULE

UNIT NO	DESCRIPTION	CAPACITY (TONS)		LOADS (KW)		TOTAL KW		REFRIGERANT	ELECTRICAL			REMARKS									
		CHILLER	CONDENSER	NO. OF CIRCUITS	QUANTITY	NO. OF CIRCUITS	QUANTITY		PH	NO. OF CIRCUITS	QUANTITY		PH								
C-1	ROTHMAN/CHILLER W	202.7	575	15.4	44	18	48.8	134h	0.72	14.10	2124	1	412	560	2	228	350	460	3	TRANE RTAC275AU	①②
C-1	ROTHMAN/CHILLER W	288.2	575	12.3	44	18	59.4	134h	10.72	17.72	16,890	1	300	560	2	235	400	460	3	DANAHY AW402E	①②
C-1	ROTHMAN/CHILLER W	200.0	575	11.7	44	14	19.04	134h	10.41	18.03	16,370	1	300.4	560	2	204.7	500	460	3	CARRIER 300V-275	①②
C-1	ROTHMAN/CHILLER W	287.0	575	12.0	44	16	38.4	134h	10.22	15.77	19,240	1	220	560	2	250	500	460	3	YORK YVA4-023	①②

REMARKS: ① SHORT CIRCUIT CURRENT RATING IS 65,000 AMPS
② REFER TO SPECIFICATIONS FOR ADDITIONAL DETAILS

DINWIDDIE MIDDLE SCHOOL AIR-COOLED CHILLER SCHEDULE

UNIT NO	DESCRIPTION	CAPACITY (TONS)		LOADS (KW)		TOTAL KW		REFRIGERANT	ELECTRICAL			REMARKS									
		CHILLER	CONDENSER	NO. OF CIRCUITS	QUANTITY	NO. OF CIRCUITS	QUANTITY		PH	NO. OF CIRCUITS	QUANTITY		PH								
C-1	ROTHMAN/CHILLER W	302.4	584	15.4	44	16	43.2	134h	9.760	14.60	10,668	1	342	450	2	228	350	460	3	TRANE RTAC275AU	①②
C-2	ROTHMAN/CHILLER W	253.4	584	15.4	44	16	43.2	134h	9.760	14.60	10,668	1	342	450	2	228	350	460	3	TRANE RTAC275AU	①②
C-2	ROTHMAN/CHILLER W	270.0	584	17.0	44	18	59.4	134h	10.11	17.61	10,702	1	320	450	2	277	450	460	3	DANAHY AW402E	①②
C-2	ROTHMAN/CHILLER W	270.0	584	17.0	44	18	59.4	134h	10.11	17.61	10,702	1	320	450	2	277	450	460	3	DANAHY AW402E	①②
C-1	ROTHMAN/CHILLER W	275.4	584	15.0	44	12	39.6	134h	10.24	16.27	7,258	1	200.0	450	2	179.2	450	460	3	CARRIER 300V-275	①②
C-1	ROTHMAN/CHILLER W	275.4	584	15.0	44	12	39.6	134h	10.24	16.27	7,258	1	200.0	450	2	179.2	450	460	3	CARRIER 300V-275	①②
C-2	ROTHMAN/CHILLER W	265	584	14.5	44	14	37.8	134h	10.66	19.04	16,457	1	297	450	2	203	400	460	3	YORK YVA4-023	①②
C-2	ROTHMAN/CHILLER W	265	584	14.5	44	14	37.8	134h	10.66	19.04	16,457	1	297	450	2	203	400	460	3	YORK YVA4-023	①②

REMARKS: ① SHORT CIRCUIT CURRENT RATING IS 65,000 AMPS
② REFER TO SPECIFICATIONS FOR ADDITIONAL DETAILS

ATTACHMENT E – AMERICAN RESCUE PLAN (ARP) GUIDELINES

(see attached ARP Guidelines)

Virginia Department of Education
Office of Support Services

American Rescue Plan (ARP) Act
Coronavirus State and Local Fiscal Recovery Funds
Terms of Grant Award

Grant Details

- **Authorized by:** Virginia Department of Education (VDOE)
- **Recipient and Grant Award Amount:** The recipients and grant award amounts for the ARPA Coronavirus State and Local Fiscal Recovery Funds Ventilation Improvement Projects grants are specified in Superintendent's Memorandum #013-22, January 14, 2022.
- **Grant Authority:** This grant is authorized under the American Rescue Plan (ARP) Act of 2021, Coronavirus State and Local Fiscal Recovery Funds, as appropriated in Chapter 1, Item 479.20 B.2.h.1), 2021 Special Session II of the General Assembly.
- **Fund Source:** Federal (Fund 12110)
- **Grant Award Number:** SLFRP1026
- **Project Code:** APE45277
- **Grant Award Type:** Federal Fiscal Year 2021
- **Catalog of Federal Domestic Assistance (CFDA) Number:** 21.027

Award Period

Regulatory provisions for projects funded under the ARP Act Coronavirus State and Local Fiscal Recovery Funds allow for the expenditure of funds from March 3, 2021 through December 31, 2024. Reimbursements requests must be submitted to VDOE by December 31, 2026.

Terms and Conditions

Grant recipients are responsible for: 1) adhering to the guidelines issued by the U.S. Department of the Treasury for the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds; 2) adhering to the state Appropriation Act provisions in Chapter 1, Item 479 20 B.2.h.1), 2021 Special Session II of the General Assembly; and 3) adhering to the regulations in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Please refer to the CFR documents for additional information

Additional Information

Reimbursements may be processed once funds are distributed from Object Code 0000 to the other object codes in OMEGA. To distribute amounts from Object Code 0000, the OMEGA budget originator needs to submit a budget transfer request by selecting "Change my object code budget:" from the "I want to..." list. Funds will be available for reimbursement when the budget transfer has been approved by all required reviewer levels and the transfer has the status "Transfer Completed." For assistance with OMEGA, please contact OMEGA Support at (804) 371-0993 or OMEGA.support@doe.virginia.gov.

**ADDITIONAL REQUIRED SPECIAL TERMS AND CONDITIONS
FOR GRANT AWARDS OR COOPERATIVE AGREEMENTS**

A. Intellectual Property

(i.e. papers, reports, forms, materials, creations, or inventions (intangible property))

Special Terms and Conditions for Intellectual Property apply for all grants or cooperative agreements, regardless of funding source (General, Special, Federal).

Additionally, Federally funded grants or cooperative agreements must meet the requirements of the specific federal grant, such as making any work (e.g., materials, tools, processes, systems) developed freely available to the public, ensuring any websites developed meet government or industry recognized standards for accessibility, and the requirements of 2 CFR §200.315 **Intangible Property**, are met.

SECTION I. Grants or Cooperative Agreements under which no Intellectual Property will be created

If grant or cooperative agreement deliverables DO NOT include creation/development of Intellectual Property, the following special terms are applicable to the grant or cooperative agreement:

INTELLECTUAL PROPERTY: The parties agree that no Intellectual Property will be created in performance of this grant or cooperative agreement.

B. Suspension and Debarment Compliance – Non-Procurement Covered Transactions

According to 2 CFR §200.213, non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

All recipients of federal funds through this transaction must comply with 2 CFR 180, Subpart C as a condition of participation in this transaction, and must include similar terms or conditions in lower-tier covered transactions.

C. Federal Funding in Public Announcements

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal funding, U.S. Department of Education sub-grantees shall clearly state:

1. the percentage of the total costs of the program or project which will be financed with Federal funding;
2. the dollar amount of Federal funds for the project or program; and
3. the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Recipients must comply with these conditions under Division H, Title V, Section 505 of Public Law 113-76. Consolidated Appropriations Act, 2014.

D. Prohibition of Text Messaging and Emailing While Driving During Official Federal Grant Business

Federal grant recipients, sub-recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email while driving.

Recipients must comply with these conditions under Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009.

E. Monitoring and Reporting

1. VDOE and auditors shall have access to sub-recipient records and financial statements as necessary to meet monitoring requirements.
2. Project reimbursement and amendment requests must be made utilizing VDOE’s automated system Online Management of Education Grant Awards (OMEGA). Exceptions may be granted by VDOE grants managers via notice on the Notification of Grant Award if project reimbursement submissions are expected to be minimal during the award period.
3. Reimbursement may be requested prior to an activity, after the expenditure of funds, where payment in advance of an activity is required. This includes but is not limited to airfare, deposits, and registrations. The LEA is responsible for reconciling expenses after the activity has occurred. Reimbursement may be requested for the difference of expenses higher than the previously requested amount. Expenses lower than the previously requested amount must be repaid via a credit on a reimbursement request within 30 days of the completed activity.