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*Dinwiddie County Public Schools*  
OFFICE OF THE SUPERINTENDENT

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**INVITATION FOR BID**  
**IFB # 22-042622-2 (FY'22)**  
**PRE-PURCHASE OF DIESEL ENGINE GENERATOR**

**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.

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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](mailto:baustin@dcpsnet.org)

*Date Issued: Tuesday, April 26, 2022*  
*Date & Time of Bid Closing: Monday, May 16, 2022 @ 11:00 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 diesel engine generator for 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 **11:00 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](mailto: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 PERIOD:**

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 At the end of the (60) days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**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](mailto: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 disabled 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 attached Bid Form)

PRE-PURCHASE OF DIESEL ENGINE GENERATOR  
DINWIDDIE COUNTY PUBLIC SCHOOLS

SECTION 000300 - BID FORM

DATE: April 26, 2022  
PROJECT: Pre-Purchase of Diesel Engine Generator  
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 generator 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 DIESEL ENGINE GENERATOR  
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

**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)

SECTION 263213 - DIESEL ENGINE-GENERATOR AND ASSOCIATED AUTOMATIC  
TRANSFER SWITCH

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections, and Section 260100, "Electrical General Provisions," apply to this Section.

1.2 SCOPE OF WORK

- A Provide a diesel engine-generator set of the latest commercial type and design.

1.3 MATERIALS

- A The supplier shall furnish:

1. A 80 KW Standby rated diesel Engine-Generator set, along with accessories, per this Specification. KOHLER Model 80REOZJF, or approved equal.
2. A NEMA 3R Life Safety Automatic Transfer Switch, 200 amp 4-pole, UL 1008 listed as per Specification included
3. Startup, testing, and Owner training as specified herein.
4. Labor to test the generator with reactive load banks upon completion of wiring
5. Generators by CATERPILLAR, CUMMINS, and MTU are considered equal provided all requirements of this specification are met or exceeded.
6. Generator and associated enclosure shall be listed in accordance with UL 2200
7. Generator shall be NFPA 110, Level 1, Class 24 and Type 10 compliant.

1.4 MANUFACTURER

- A. The engine and generator shall be the product of one manufacturer who has been regularly engaged in the design and production of engine-generator sets for a minimum of 10 years.

1.5 SUPPLIER

- A. It is essential that the engine-generator supplier maintain a local parts and service facility within 100 miles of this installation. The supplier must carry sufficient inventory to cover no less than 90% parts service within 24 hours and 95% within 48 hours. Further, the supplier shall have factory-trained service representatives to furnish all installation, test, and start-up supervision necessary for final approval and acceptance as well as perform maintenance and repairs on all components as required



## 1.6 POWER RATING

- A. Power rating of the diesel engine-generator set shall be based on operation at rated rpm when equipped with all necessary operating accessories, such as air cleaners, lubricating oil pump, fuel transfer pump, fuel injection pumps, jacket water pump, governor, alternating current generator, and exciter regulator. Radiator fan shall be included as necessary operating accessory. Rating shall apply at site conditions of 100 feet above sea level and 100°F ambient air temperature.

## 1.7 TESTING AND STARTUP

- A. Unit shall be factory performance tested at rated kW before shipping. Paperwork shall be provided to the Engineer upon request.
- B. Prior to acceptance of the equipment, the unit shall be tested at full rated load through the use of vendor-supplied load banks. The test shall be performed at the job site and must prove that the engine-generator set is free of any defects and will perform to these Specifications. All consumables, including fuel, necessary for the test shall be furnished by the supplier. Block loading (25%, 50%, 75%, and 100% loads) shall be done in the presence of the Owner's Engineer or his appointed representative and shall be for a period of 4 hours, one hour at each of the levels, transient responses, including voltage dips, frequency dips, and recovery time period, shall be measured and agree with the data submitted with the bid. Test Reports will be furnished for approval upon completion of the test.
- C. Factory authorized startup shall include but not be limited to verifying that all safety shutdowns are functioning properly.
- D. Fuel: On completion of the installation and testing, the base fuel tank shall be filled to capacity.

## 1.8 SUBMITTAL DATA

- A. Make and model of engine-generator.
- B. Makes and models of switchgear and other major auxiliary equipment, including automatic transfer switch, vibration isolators, and radiator.
- C. Manufacturer-produced dimension drawings of the complete engine-generator set clearly showing entrance points for each of the interconnections required.
- D. Manufacturer-published kilowatt output curve and published fuel consumption curve.
- E. Unit ventilation and combustion air requirements.
- F. Manufacturer-published transient response data of the complete engine-generator set 100% block loads. Data shall include maximum voltage dips.

- G. Location and descriptions of the supplier's parts and service facilities within a 100-mile radius of the job site, including parts inventory and number of qualified engine-generator set service personnel.
- H. Actual electrical diagrams, including schematic diagrams and interconnection wiring diagrams for all equipment to be supplied.
- I. Manufacturer warranty statements
- J. Generator motor starting curves showing the voltage dip versus starting KVA.
- K. Submit Automatic Transfer Switch shop drawings to Dominion Energy and gain approval on same prior to submitting to the Architect/Engineer

## PART 2 - PRODUCTS

### 2.1 ENGINE

- A. The engine shall be a minimum 4-cylinder turbo-charged, water-cooled, in-line, four-stroke cycle. Engines requiring premium fuel will not be permitted. The engine shall be a compression ignition diesel which meets Specifications when operating on No. 2 diesel fuel. The engine shall be equipped with fuel, lube oil, intake air filters, lube oil cooler, fuel transfer pump, service meter, gear-driven water pump, and instruments, water temperature gauge, lubricating oil pressure gauge, and battery charging ammeter.
- B. Governor: Engine governor shall be Electronic type which shall control the frequency within 3% of rated frequency from no load to full load for droop operation or isochronous frequency regulation when supplying electronic or other non-linear loads. The frequency of any constant load shall remain within a steady-state band width of  $\pm 0.25\%$  of rated frequency.
- C. Mounting: The engine-generator set, including radiator, shall be mounted on a UL-Listed, double-walled structural fuel tank base supplied by the engine manufacturer. Vibration isolators shall be provided between the engine and the fuel tank base.
- D. Protective Devices: Safety shutoffs for high water temperature, low oil pressure, electrical over-speed, engine over-crank, and low water level shall be provided.
- E. Enclosure: The generator shall be enclosed by a weather-protective enclosure fabricated of 16-gauge metal. The enclosure shall have a minimum of five hinged doors for access to the equipment. Doors shall be lift-off removable type with stainless-steel hinges and hardware. Proper intake and exhaust louvers shall be provided. Critical grade silencer must be enclosed within the unit. The enclosure shall be primed and painted with two coats of baked-on enamel paint. Enclosure color shall be tan.
- F. The generator system shall support generator startup and load transfer within 10 seconds.

### 2.2 GENERATOR

- A. Rating: The generator shall be rated for standby electrical service as follows: 80 kW/100 kVA, 0.8 pf, 277/480 volts, 3-phase, 4-wire, Wye connected, 60 Hz, 1,800 rpm
- B. Type: The generator shall be three-phase, single-bearing, synchronous type, permanent magnet excited, wet wound, tropicalized, and built to NEMA standards. Class H insulation shall be used on the stator and rotor, and both shall be further protected with an asphalt modified epoxy coating on all end coils. The generator shall also include a resettable thermal protector and fuse for exciter/regulator protection against extended low power factor loads and faults. The generator rotor shall be dynamically balanced within 0.0005" peak-to-peak amplitude displacements at both ends of shaft and shall sustain 25% over-speed.
- C. Regulator: An automatic volts-per-Hz type, solid-state exciter/regulator, manufactured by the generator manufacturer, shall be included and shock mounted inside generator. Voltage regulation shall be  $\pm 1/2\%$  from no load to full rated load. Readily accessible voltage drop, voltage level, and voltage gain controls shall be included in the module. Voltage level adjustment shall be a minimum of  $\pm 10\%$ . The module shall include the following protective features.
  - 1. Current limit circuits shall restrain the exciter field current while allowing full forcing voltage to be applied to obtain rapid response during transient conditions or service overloading on the generator.
  - 2. A time-delay circuit shall sense the current limit operation and cut off all field current to the generator after 10 seconds.

### 2.3 COOLING SYSTEM

- A. Radiator: An engine-mounted radiator with blower-type fan shall be provided to maintain safe operation at 110°F ambient temperature. Total airflow restriction to and from the radiator shall not exceed 0.5" H<sub>2</sub>O (0.12 KPA).
- B. Cooling System Treatment: The engine cooling system shall be pre-treated by the engine supplier for the inhibition of internal corrosion. A solution of 50% ethylene glycol shall be added.

### 2.4 BASE FUEL TANK

- A. A double-walled, UL-Listed, NFPA 30 and 37 compliant, tank shall be provided for the unit sufficient in size to provide 24 hours of run time at full load. The tank shall incorporate threaded pipe connection and fuel gauge. A manual shutoff valve on the fuel line to the engine, and a drain valve shall also be included. A low-level alarm contact shall be wired to a low fuel level light on the generator control panel.
- B. Conform to NFPA 30 and 37. The unit shall contain its own fuel storage tank, filler and vent piping, flexible connections to engine, low fuel level alarm system. The main fuel pump on the engine shall be capable of supplying fuel directly from the storage tank without the need of any intermediate pump.

## 2.5 EXHAUST SILENCER

- A. A critical exhaust silencer and flexible stainless-steel bellows-type exhaust and rain cap fitting properly sized shall be furnished and installed on the generator enclosure. Silencer must be mounted inside the generator enclosure.

## 2.6 STARTING MOTOR

- A. The engine shall be equipped with a 12-volt electric starting system with positive engagement drive and of sufficient capacity to crank the engine at a speed which will start the engine under operating conditions. The starting pinion will disengage automatically when the engine starts.

## 2.7 AUTOMATIC CONTROLS

- A. Fully automatic generator set start-stop controls in the generator control panel shall be provided. Controls shall provide shutdown for low oil pressure, high water temperature, over-speed, over-crank, and one auxiliary contact for activating accessory items. Controls shall include cranking cycle without lockout and manual reset feature.

## 2.8 JACKET WATER HEATER

- A. An engine-mounted thermal circulation immersion water heater incorporating an adjustable thermostatic switch shall be furnished to maintain engine jacket water to 90°F (32.2°C). The heater shall be 120-volt, single-phase, 60 Hz.

## 2.9 BATTERY AND BATTERY CHARGER

- A. A lead/acid storage battery set of the heavy-duty diesel starting type shall be provided. Battery voltage shall be compatible with the starting system. The battery set shall be rated no less than 135 ampere hours. A battery rack constructed in conformance with the NEC requirements and necessary cables and clamps shall be provided.
- B. Batteries shall be capable of cranking engine at rated ambient temperature of 10°F for 6-10 seconds without recharging.
- C. A current-limiting, float-equalize charger shall be installed inside the generator enclosure to automatically recharge batteries. The charger shall float at 2.17 volts per cell and equalize at 2.33 volts per cell. It should include overload protection, silicon diode full wave rectifiers, voltage surge suppressors, DC ammeter, and fused AC output, and battery malfunctions alarm relay. AC input voltage shall be 120 volts, single phase. Amperage output shall be no less than 10 amperes.

## 2.10 MAIN LINE CIRCUIT BREAKER

- A. Provide a main line molded case, three-pole, single-throw, static trip type circuit breaker rated 35 KAIC; 225 Amp Frame/150 Amp Trip amperes rated at 104°F (40°C) ambient temperature.

shall be installed for 3-phase overloads and/or short-circuit protection. This rating shall include at least 10% additional capacity for overload and operating temperature rise over 104°F (40°C). It shall operate both manually for normal switching functions and automatically during overload and short-circuit conditions

- B. The trip unit for each pole shall have elements providing inverse time delay during overload conditions and instantaneous magnetic tripping for short-circuit protection. The circuit breaker shall meet standards established by UL, NEMA, and the NEC.
- C. Generator/exciter field circuit breakers do not meet the above electrical standards and are unacceptable for line protection

## 2.11 GENERATOR CONTROL PANEL

- A. Control panel shall be obtained from same manufacturer as generator set and shall include factory warranty and manufacturer's parts and service support.
- B. Generator-mounted Control Panel: Designed and built by the system manufacturer and incorporating 100% solid-state circuitry, sealed dust-tight, watertight modular components and instrumentation. The panel shall be shock mounted to the generator. It shall comply with IEC, IEC 144 IP22/NEMA 1 for external environmental resistance and IP44/NEMA 12 resistance for internal sealed modules. The generator control system shall be a fully integrated control system enabling remote diagnostics and easy building management integration of all generator functions. The generator controller shall provide integrated and digital control over all generator functions, including engine protection, alternator protection, speed governing, voltage regulation, and all related generator operations. The generator controller must also provide seamless digital integration with the engine's electronic management system.
- C. The control panel will display all user pertinent unit parameters, including:
  - 1. Engine and alternator operating conditions
  - 2. Oil pressure
  - 3. *Coolant temperature and level alarm*
  - 4. Engine speed
  - 5. DC battery voltage
  - 6. Run time hours
  - 7. Generator voltages, amps, frequency, kilowatts, and power factor
  - 8. Alarm status
  - 9. Current alarm(s) condition per NFPA 110 level 1
  - 10. Alarm log of last 20 alarm events (date and time stamped)

## 2.12 REMOTE ANNUNCIATOR PANEL

- A. Provide NFPA 110, 16-Light, Level 1 remote annunciator panel shipped loose for contractor installation. Annunciator to have a visual and audible display of the NFPA 110 required functions including the following as a minimum
  - 1. Overcrank

2. Low coolant temperature
3. High coolant temperature warning
4. High coolant temperature shutdown
5. Low oil pressure warning
6. Low oil pressure shutdown
7. Overspeed
8. Low coolant level
9. EPS supplying load
10. Control switch not in auto
11. High battery voltage
12. Low battery voltage
13. Battery charger AC failure
14. Emergency stop
15. Spare
16. Spare

## 2.13 AUTOMATIC LOAD TRANSFER SWITCH

- A. One Automatic Transfer Switch, one 200-amp Contactor or static trip Circuit Breaker Type Design, three-phase, 277/480-volt, 60 Hz, and four-pole with switched neutral for voltage herein shall be provided by the generator set manufacturer, which includes factory warranty and manufacturer's parts and service support. The 200-amp switch shall be rated 35 KAIC Switch shall be UL 1008 listed and equipped with accessories as listed below.

NEMA 3R Enclosure  
 Time Delay Engine Start  
 Time Delay Neutral Position 1 - 30 seconds  
 Time Delay Cool off 1—30 minutes  
 Minimum Run Timer 5—30 minutes  
 Voltage/Frequency Relay 90% on Emergency  
 3-Phase Voltage and Frequency Sensing of Utility  
 7-day Exercise with/without Load Switch

- B. The life safety automatic transfer switch shall meet NFPA 110, level 1 provisions.
- C. The upstream circuit breaker feeding the Automatic Transfer Switch shall be listed and approved by the Automatic Transfer Switch manufacturer for the Short Circuit Current Rating (SCCR).

## 2.14 EMERGENCY POWER OFF PUSH BUTTON (EPO).

- A. Provide a remote manual stop station with weather proof stainless steel or die cast housing, red mushroom button - push to stop operation, breakable cover/lens to access mushroom button, 120-volt rated. The manufacturer shall provide automatic monitoring of the EPO switch. Placing the EPO switch in the "Generator Powered OFF" status shall initiate a visual and audible alarm at each generator annunciator panel.

2.15 WARRANTY

- A. Generator shall come with a manufacturer's 2-year warranty. A copy of this warranty shall be included in the submittal package.

PART 3 - EXECUTION

3.1 AFTER PRODUCT SUPPORT

- A. Instructions: On completion of the installation, three (3) O&M Manuals, including parts covering the engine, generator, and major auxiliary equipment shall be provided to the Owner. Training on operating and maintenance of the standby power systems shall be provided to operating personnel. This scheduled training session shall consist of one 8-hour day for a maximum of eight of the Owner's personnel and shall be performed by a trainer qualified by the manufacturer.

END OF SECTION 263213

**ATTACHMENT E – AMERICAN RESCUE PLAN (ARP) GUIDELINES**

(see attached ARP Guidelines)



**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:

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](mailto:OMEGA.support@doe.virginia.gov).

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 II, 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.