



James City County Purchasing Office
101 Mounts Bay Road, Building F, Suite 300
Williamsburg, VA 23185

Phone: (757) 253-6647 Fax: (757) 253-6753

Email: dmerritt-ham@james-city.va.us

<http://www.jccegov.com/purchasing/bids.html>

**JAMES CITY COUNTY, VIRGINIA
SEALED REQUEST FOR PROPOSALS
10-3831**

Title: GENERATOR MAINTENANCE

Issue Date: November 2, 2009

Pre-Proposal Conference: Directions/Map, Attachment D

Time: 9:00am Thursday, November 12, 2009.

All site inspections to be scheduled and completed on or before November 19, 2009; interested offerors must contact Deborah Merritt-Ham @ 757-253-6647, fax 757-253-6753 or e-mail dmerritt-ham@james-city.va.us to schedule the inspection.

Due Date: December 2, 2009 @ 2:00pm, local time at the Purchasing Office

**Submit: Original and three copies
*Pages 13-14 to be returned with proposal submittal.***

**Inquiries: Deborah Merritt-Ham, Buyer II
phone (757) 253-6647**

This public body does not discriminate against faith-based organizations.

In compliance with this sealed Request for Proposals and subject to all the conditions thereof, the undersigned offers to furnish the goods/services requested and certifies he/she has read, understands, and agrees to all terms, conditions and requirements of this bid and is authorized to contract on behalf of the firm named below.

My signature on this solicitation constitutes certification that I or my designated representative have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the County. By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.

The Undersigned certifies that he (they) are the only person (persons) interested in said project and that it is made without connection with other persons submitting a proposal on the same scope of services; that the proposal is made without collusion, fraud, or reservation; that no official or employee of the Owner is directly or indirectly interested in said proposal, or any portion thereof.

Sealed Request for Proposals 10-3831; Generator Maintenance

Trade secrets or proprietary information is hereby submitted and identified. Reasons for protection and exclusion from the Virginia Freedom of Information Act (2.1-340 et seq.) is set forth below. (Additional sheet may be added if necessary.)

Company Name: _____

License# _____ **Type:** _____

Address: _____

City/State/Zip: _____

Telephone: _____ **FAX:** _____

Email Address: _____

Federal Tax ID: _____

Print Name: _____ **Title:** _____

Signature _____ **Date** _____

Acknowledgement of Addendums: #1 _____ **#2** _____ **#3** _____

**JAMES CITY COUNTY
GENERATOR MAINTENANCE
SEALED REQUEST FOR PROPOSALS 10-3831**

I. PURPOSE

The purpose of this Sealed Request for Proposals is to obtain the services of a qualified generator service contractor to provide preventive maintenance, inspection, repair and emergency service for James City County's emergency backup generators located at various County facilities as indicated on ***Attachment B, Proposal Response Form***. James City County reserves the right to add or delete generators at other locations in James City County based upon the fixed cost pricing schedule submitted. It is the intent of James City County to solicit the most cost efficient proposals for this service; offerors must submit proposals based on the scope of work as described in the RFP; however, consideration of alternative proposals which offer additional benefits will be evaluated with contractor's original proposal.

The resulting contract will extend for one year and constitute the agreement between James City County and Contractor; any manufacturer's/company's/offeror's maintenance agreement shall not be used. James City County reserves the right to renew the contract for four one-year renewals. If James City County elects to exercise the option to renew the contract for any of the three additional one year periods, subsequent yearly renewals shall not exceed the percentage change from the previous 12 months based on the most recent available data for the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA. Continuation of the contract shall be subject to allocation of funds for the work by the County Board of Supervisors.

Technical and contractual questions should be addressed to Deborah Merritt-Ham, Buyer II, @ 757-253-6647 or e-mailed to dmerritt-ham@james-city.va.us.

Definitions:

1. The term "Owner" used in this solicitation refers to James City County.
2. The term "Contractor" refers to the person or firm to whom an award is made to perform the work under the contract.
3. The term "Successful Offeror" means the proposer to whom the Owner (on the basis of the Owner's evaluation as herein provided) makes an award.

II. PRE-PROPOSAL CONFERENCE AND TOUR OF SITES

A Pre-Proposal Conference will be held on **Thursday, November 12, 2009 at 9:00am** at the James City County Purchasing Office, FMS Conference Room, 101 Mounts Bay Road, Building F, Williamsburg, VA 23185. At this time the meaning and intent of the contract documents will be discussed and proposers may ask questions; a tour of the locations will follow. **All site inspections to be scheduled AND completed on or before November 19, 2009**

for vendors unable to attend the Pre-Proposal Conference: contact Deborah Merritt-Ham @ 757-253-6647 or e-mail @ dmerritt-hamt@james-city.va.us to schedule the inspection.

III. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the RFP Documents will be made, and no oral instructions will be given before the award of the work. Every request for such interpretation shall be in writing to the Owner, and to be given consideration must be received at NO LATER THAN FIVE ((5) days prior to the date set for receipt of Proposals. Any and all such interpretation will be in the form of an Addenda to the Contract Documents, and will be forwarded to all holders of record and its receipts shall be acknowledged in the Offeror's proposal as indicated in the space provided. Failure of any offeror to receive such addendum or interpretation shall not relieve any offeror from his obligation under the Proposal as submitted.

IV. FAMILIARITY OF PROPOSED WORK

It is the responsibility of the Contractor, by careful personal examination of the site, to satisfy himself as to the location of the work, quality, and quantity of the materials which will be required. The Contractor shall examine carefully the proposed Contract Documents and all other documents and data pertaining to the Project. The Contractor shall not at any time after the execution of the Agreement, make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall he claim any misunderstanding with regard to the nature, conditions or character of the Work to be done under the Contract, and he shall assume all risks resulting from any changes in the conditions which may occur during the progress of the Work.

V. SCOPE OF WORK

The successful contractor shall have the ability to provide service with in-house staff to the eleven (12) generators owned by the County. **Attachment B, Response Form**, provides a detailed description of the location and type of generator to be serviced. The requirement to provide emergency repairs means that the vendor shall have a 24 hour point of contact and the capability to respond to the site within two hours once contact is made. Technicians servicing or repairing any of the generators, transfer switch and other auxiliary equipment must be certified by the manufacturer attesting to a successful completion of training on generating equipment; these certificates must show that the technician has attended at least 100 hours of factory training on brands listed in this proposal and shall also be included with the submission of your proposal

The following are the major areas of work to be provided.

A. Initial Service:

Upon award of the contract the following service is required and is to be repeated annually, thereafter, unless conditions require more frequent service. The successful contractor shall evaluate the mechanical and electrical condition of the generators, including the transfer switch, and provide a detailed written evaluation with recommended maintenance and/or repairs, if necessary. Contractor shall supply parts and fluids for initial service and annual service. All parts and fluids must meet or exceed manufacturer's specifications.

Initial Service and Annual Service for generators:

- 1) Install spark plugs.
- 2) Install condensers and points.
- 3) Set timing.
- 4) Change oil and oil filter.
- 5) Replace fuel filters and clean sediment bowls.
- 6) Clean and replace oil in air filter or replace cartridge.
- 7) Replace engine coolant during initial service
- 8) Inspect for fuel, exhaust and coolant leaks throughout entire system. When propane is the fuel, vendor must adequately test for leaks and certify that the system is leak free at the time of testing (or leak free after repairs are made, if necessary).
- 9) Check brushes on generator for proper setting and operation.
- 10) Clean commutator and slip rings.
- 11) Check automatic transfer switch under load for proper operation and lubricate all moving parts therein. This test may not be performed unless authorized County staff is present.
- 12) Check all instruments and indicator lamps for proper operation.
- 13) Check all air intake and exhaust systems for proper operation.
- 14) Lubricate, as needed, all moving parts such as carburetor linkage.
- 15) Check the generator ac output for 60 Hz operation under normal load. This test is to be conducted during the same time as item #14 is being performed.

B. Semi-Annual Service:

Six Month Service Inspection: The vendor is to provide the following services between annual service calls:

- 1) Inspect and gap spark plugs.
- 2) Adjust points if needed.
- 3) Adjust timing if needed.
- 4) Check all fluids for proper level.
- 5) Change oil and filter if running time exceeds 25 hours.

- 6) Inspect air filter, change if needed; clean oil bath filters and refill.
- 7) Inspect battery connections and clean if needed.
- 8) Load test batteries to check condition and check the electrolyte level, if applicable.
- 9) Check output of electrical charging system.
- 10) Check belt tension; adjust to 1/2 in. deflection or manufacturer's specification, if needed.
- 11) Inspect exhaust system for leaks.
- 12) Inspect brushes on generator for excessive wear and proper alignment. Adjust if needed.
- 13) Check automatic transfer switch under load for proper operation. Vendor must get prior clearance to perform this test from James City County.
- 14) Check all instruments and indicator lamps for proper operation.
- 15) Check air intake and exhaust systems for proper operation.
- 16) Check generator ac output for 60 Hz operation while under normal load, and adjust per manufacturer's instructions, if needed. This test is to be conducted during the same time as item #13 is being performed.
- 17) Pull oil sample, and have tested.

C. Emergency Service/After Hours Service

Contractor shall provide a fixed hourly rate for emergency service and after hours service, 5:00 p.m. or later and weekends (based on straight hours, not manhours). Vendor must have the ability to respond for emergency repairs 24 hours per day, seven days per week. The vendor must be available via telephone or pager. Once the County issues a call for emergency service, the vendor must be able to reach the site of the emergency within **two (2) hours**.

D. Non-emergency Response Time

Contractor shall respond to non-emergency service calls within four hours (4) hours by phone and be on-site within twenty-four (24) hours upon notification; non-emergency service calls are between the hours of 7:00am – 5:00pm.

E. Emergency Response Time

Contractor shall respond to emergency service calls from JCC within thirty (30) minutes by phone and be on-site within two (2) hours after returning initial phone call to JCC. It will be at the sole discretion of the County to determine if the situation is an emergency or not.

F. Point of Contact

Contractor shall provide to the County a twenty-four (24) hour point of contact, to include name and phone number and or e-mail address.

G. Instructions to Offerors

1. All maintenance shall be scheduled through the James City County representative; the contact person(s) information will be provided upon contract award.
2. Testing and maintenance /repair contractors shall possess a valid Virginia **contractor's license**.
3. Contractors employees shall wear uniforms bearing the company name whenever at the job site.
4. Contractor's vehicle shall bear company name/logo whenever the contractor is traveling to and from the job site.
5. At all times during the term of this contract, the contractor shall have in his employ a minimum of two (2) technicians to perform the service under this contract. Technicians shall have performed maintenance/repair on similar equipment for at least two (2) years. Technicians shall be in the Contractor's employment at the time the Contractor submits their proposal.
6. Contractor's personnel sent to service County generators shall carry identification confirming that they are bona fide employees of the contractor and not subcontractors. Use of subcontractors without written consent of the County is ample cause for termination of the contract.
7. Preventive maintenance shall commence no later than thirty (30) calendar days after contract award, and initial preventive maintenance on each unit shall be completed within forty-five (45) days after contract award. Second preventive maintenance work shall be within thirty (30) days of the six month anniversary of the first preventive maintenance work.
8. All mileage and travel time to and from the job site is not reimbursable and shall be included in the hourly rate(s) quoted on **Attachment B, Proposal Response Form**.

H. Records:

Complete records are to be kept by the vendor for each generator. The contractor will be responsible for providing these records to the James City County representative as listed on **Attachment B** within 10 working days after each site visit.

VI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

Proposals should contain the following information in the order listed below.

- 1) Overview of the firm, including the location of the office to perform the work.

- 2) Understanding of the project and how the firm will perform the scope of work (project approach to include product information and detailed descriptive literature).
- 3) Experience with similar projects. List at least 3 relevant previous and/or current projects with reference contacts and phone numbers.
- 4) Price Schedule

PROPOSALS ARE DUE AT THE JAMES CITY COUNTY PURCHASING OFFICE, 101 MOUNTS BAY ROAD, BUILDING F, SUITE 300, WILLIAMSBURG, VA 23185 PRIOR TO 2:00 PM LOCAL TIME ON DECEMBER 2, 2009. Sealed Request for Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.

VII. EVALUATION AND AWARD CRITERIA

Selection of the successful offeror shall be based on the following criteria (25 points each):

- 1) Qualification of the firm with appropriately qualified and experienced personnel
- 2) The firm's understanding of the project and response to the specific requirements of the RFP.
- 3) Ability to provide satisfactory customer service as demonstrated by previous experience
- 4) Proposed price schedule

VIII. CONTRACTUAL AGREEMENT

The resulting contract from this Sealed Request for Proposals shall be for the life of this project from contract award through all phases of the project outlined in the Scope of Services. Termination of the contract shall be as described in the General Terms and Conditions.

The RFP Response Form based on the Scope of Services, and terms and conditions contained herein will be incorporated into the Standard Contract (Sample provided as **Attachment C**) along with the RFP, any addenda and modifications thereto.

The offeror shall inform himself or herself in full of the conditions relating to the performance of the contract. Failure to do so shall not relieve the successful vendor of his obligations to telecommunication services, materials, and reports or other services necessary to carry out the provisions of this Sealed Request for Proposals and resulting contract and to complete the Scope of Services outlined therein.

IX. POLICY REGARDING CONTACT AFTER PROPOSAL SUBMITTAL

After the date and time established for receipt of proposals by the County, any contact, in regard to the proposal initiated by any offeror with any County official, other than the Purchasing Office is expressly prohibited. Any unauthorized contact may be deemed grounds for disqualification of any offeror from further review.

Questions regarding this Sealed Request for Proposals may be directed to Deborah Merritt-Ham, Buyer II, at (757) 253-6647, email: dmerritt-ham@james-city.va.us. All questions that are pertinent to the project will be answered in the form of an addendum and posted on James City County's website: <http://www.jccegov.com/purchasing/bids.html>, faxed, or provided by E-Mail to all recorded holders of the Sealed Request for Proposals.

X. GENERAL TERMS AND CONDITIONS

See *Attachment A*

XI. SPECIAL TERMS AND CONDITIONS

A. Precedence In Terms: In the event of a conflict, the Special Terms & Conditions shall take precedence.

B. Insurance

Contractor's Insurance

1. The Contractor shall purchase and maintain during the life of this contract such Comprehensive General Liability Insurance including product and completed operations liability insurance as will provide protection from Contractor's performance of the Work and Contractor's other obligations under the contract documents, whether such performance is by Contractor, or by subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility therefore. The Contractor further agrees that all limits will be made available which are excess of the amounts below:

A. Workers Compensation and Employers Liability

Coverage A - Statutory

Coverage B - \$100,000/\$100,000/\$500,000

A broad form of all states endorsement should be attached.

B. Commercial General Liability Including Contractual and Completed Operations.

Limit of Liability \$1,000,000 Per Occurrence

C. Commercial Auto Liability Including Hired and Non-Owned Car Liability Coverage

Limit of Liability \$1,000,000 Per Occurrence

The Contractor shall purchase and maintain during the life of this Contract such commercial automobile liability insurance including employer's non-ownership liability and hired car liability insurance to protect him and any subcontractors performing work covered by this Contract from claims for damages, whether such

operations be by him or any subcontractor, or by anyone directly or indirectly employed by either of them.

D. Excess Liability

Contractors have the option of meeting the insurance requirements above with a single primary policy or by providing evidence of an excess policy that, in addition to the primary policy, provides the coverage and meets the limit requirements of the coverage as specified in A, B, & C.

E. Self Insured Retentions, Deductibles and Aggregate Limits

All self insured retentions, deductibles and aggregate limits on any required insurance must be disclosed and approved by the James City County Risk Management Director.

2. The Contractor shall file with the Owner, as herein before required, satisfactory proof of acceptable insurance coverage. Such proof shall, unless otherwise required by the Owner, consist of the following:
 - A. Certificates of insurance on the insurance carrier's standard form indicating all policies required by law and the Contract documents. Certificates of insurance shall be furnished in a number of copies equal to the number of counterparts of the Contract documents executed. Contractor shall notify Owner immediately if Contractor receives notification of non-renewal or cancellation.
3. James City County and James City Service Authority shall be named as an Additional Insured on the Commercial General Liability per ISO 2010 on a primary basis. James City County's or James City Service Authority's Commercial General Liability shall not contribute in any loss payment insured under the Contractor's Commercial General Liability policy.

C. New Equipment

Unless otherwise expressly stated in this solicitation, any equipment furnished under the contract shall be new, unused equipment.

D. Repair Parts:

In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the contractor be permitted to replace defective items with refurbished,

remanufactured, or surplus items without prior written authorization of James City County.

E. Qualified Repair Personnel:

All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. James City County reserves the right to require proof of certification prior to award and at any time during the term of the contract.

F. Qualifications of Employees

The Contractor shall provide experienced, capable personnel to direct and complete work in a manner satisfactory to the County. James City County may require those employees whom it deems incompetent, careless or otherwise objectionable to the public interest to be dismissed from the project. The Contractor shall provide, prior to commencement of the contract, a complete list of all employees assigned to perform the contract work. All of the Contractor's employees shall be bonded and shall be required to wear a company uniform, identifying Contractor and employee, and shall carry proper visible identification on their person at all times. Contractor shall notify the JCC representative immediately in writing of all changes in contract personnel by submitting name and address of employee and effective date of employment or termination. When in the opinion of the James City County, an employee does not constitute a satisfactory security risk, his employment on the contract will be denied.

G. Contractor Responsibilities

Employees of the contractor must be able to work within a public setting without creating a disruption and conform to all policies, rules and regulations. Contractor shall require that their employees to be courteous at all times, not to use loud or profane language, and to work as quietly as possible. Contractor shall require that its employees shall not trespass, loiter, cross property to adjoining premises, or tamper with property not covered by the contract resulting from this solicitation. It is the contractor's responsibility to have equipment of suitable type, and in proper condition to operate and maintain uninterrupted schedules. It is the contractor's responsibility to follow schedules and instructions provided by designated County contacts.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

H. Items Included

Contractor shall supply all equipment, labor, supervision, material, deliveries and incidentals required to perform the work as described. Contractor shall patch or repair any damage to walls or other surrounding surfaces so as to leave them in the condition found, including paint touch-up, sealing of holes, patching, etc.

I. Protection and Damage

The Contractor shall be responsible for the protection of all existing equipment, furniture and facilities, and shall, at his own expense, repair or restore any damages caused by the actions or negligence of his employees within a 24 hour period. If he fails or refuses to make such repairs or restorations, the County may have the work accomplished under separate contract and deduct the cost from this contract price.

The Contractor shall take all precautions necessary for the protection against injury of all persons engaged at the site in the performance of the contract. He shall observe all pertinent safety practices and comply with any applicable safety regulations. All products used by the Contractor in performance of the contract shall meet the appropriate EPA and OSHA Standards. Material Safety Data Sheets (MSDS) must be kept in a labeled safety binder in the area where said chemicals are stored.

J. Contractor's License

Contractor will provide Evidence of Registration per Title 54.1-1100 et. Seq., Chapter 11 Contractors, Code of Virginia.

K. Contract Renewal

This contract may be renewed by the James City County for four (4) successive one year periods under the terms and conditions of the original contract and as referenced below. Price increases may be negotiated only at the time of renewal. Written notice of the County's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

If James City County elects to exercise the option to renew the contract for additional one-year periods, subsequent yearly renewals shall not exceed the percentage change from the previous 12 months based on the most recent available data for the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA. Continuation of the contract shall be subject to allocation of funds for the work by the County Board of Supervisors.

L. References

All offerors shall include with their proposals a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address telephone number and e-mail address.

ATTACHMENT B (Pages 14-16)

**RESPONSE FORM
SEALED REQUEST FOR PROPOSALS 10-3831
GENERATOR MAINTENANCE**

The undersigned hereby proposes to furnish all labor, equipment, and materials on a weekly basis as necessary to perform and complete the following items of work in accordance with the Specifications, Drawings, and Contract Documents.

<u>Generator Model & Type</u>	<u>Serial Number</u>	<u>Annual Cost</u>
1. Emergency Operations Center, Diesel \$		
<u>3127 Forge Road, Toano, VA 23168</u>		
115.ODFC-478/238E	96C916969	
LTC-400-24/3160B	930763	
2. ECC Diesel \$		
<u>3131 Forge Road, Toano, VA 23168</u>		
6.00JB-3CR/2701AA	H770266529	
LTEU-30-3/10811E	H770249154	
3. Law Enforcement Center, Diesel \$		
<u>5087 John Tyler Highway, Williamsburg, VA 23185</u>		
30.0DDA-15R/15433D	J800530330	
OTNDD-100-4/1202C	1810588784	
4. Fire Station Number 2, Natural Gas \$		
<u>8421 Pocahontas Trail, Williamsburg, VA 23185</u>		
6.0JB-3CR/96AA, Spectrum	B760101461	
LTEU30-3/1761	O475940339	
5. Fire Station Number 3, Natural Gas \$		
<u>5077 John Tyler Highway; Williamsburg, VA 23185</u>		
15.0RDJC-18R/1337AB, Spectrum	C790404238	
ATUDD60-4/1412C	C790100628	

Attachment B, Proposal Response Form, continued

	<u>Annual Cost</u>
6. Fire Station Number 4, Natural Gas	\$
<u>5312 Olde Towne Road, Williamsburg, VA 23185</u>	
15.ORJC-4R/9316AB, Spectrum	H790443504
ATUDA60-4/14212C	G790437437
7. Fire Station Number 5, Diesel	\$
<u>3201 Monticello Avenue, Williamsburg, VA 23185</u>	
Caterpillar Olympian	150021/01
Model #D150P1, 150KW	
8. Fleet Maintenance, Diesel	\$
<u>103 Tewning Road, Williamsburg, VA 23185</u>	
Spectrum Model #499	0710562
100KW	
9. Williamsburg-James City Courthouse, Diesel	\$
<u>5301 Longhill Road; Williamsburg, VA 23185</u>	
Kohler 180KW Standby Generator	612286
10. James City/Williamsburg Community Center, (Diesel)	\$
<u>5301 Longhill Road, Williamsburg, VA 23185</u>	
20.0D4-15R/13886D	F860825514
OTBCA40-4XU/310	D860817771
11. James City County, Government Complex, (Diesel)	\$
<u>Building F, 101 Mounts Bay Road, Williamsburg, VA 23185</u>	
Generac 200 series, Model 2476270500	S/N 2071783
3 phase, 2777/480 Volt, 60 Hz, 250KVA rated	
12. Community Video Center	\$
<u>111 Ironbound Road, Williamsburg, VA 23185</u>	
Model SG030	

Attachment B, Proposal Response Form, continued

Annual Cost

13. Croaker Library \$ _____
7770 Croaker Road, Williamsburg, VA 23185

Guardian (by Generac) Model 005350 (6KW NG)

PROPOSAL TOTAL PRICE \$ _____
(Items 1 and 2 based on straight hours, not man-hours)

- 1. Hourly Rate, Regular Hours \$ _____
(Monday through Friday; 7:00am – 5:00pm)

- 2. Hourly Rate, Evenings & Emergency \$ _____
(after 5:00pm, weekends and holidays)

ATTACHMENT C
GENERATOR MAINTENANCE CONTRACT
CONTRACT NUMBER _____

This AGREEMENT, dated this _____, by and between **JAMES CITY COUNTY** (a COUNTY organized and existing under the laws of the State of Virginia); and _____ (an individual trading under the above name), hereinafter called the **CONTRACTOR**.

WITNESSETH: The Owner and Contractor, for the consideration stated herein, agree as follows:

Scope of Work:

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, utility and transportation service required to provide generator maintenance service requirements all in strict accordance with the Plans and Specifications as referenced in **10-3831 Sealed Request for Proposals**, including any and all Addenda, and in strict compliance with the Contract Documents hereinafter enumerated.

It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said work performed and completed under the direction and supervision of the Contractor and subject to the approval of the Owner or its authorized representative.

Time of Performance:

The services of the Contractor are to commence on the date entered above and will continue for a two-year period; the County reserves the right to extend the contract for three one-year renewals.

If James City County elects to exercise the option to renew the contract for any of the two additional one year periods, subsequent yearly renewals shall not exceed the percentage change from the previous 12 months based on the most recent available data for the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA. Continuation of the contract shall be subject to allocation of funds for the work by the County Board of Supervisors.

Contract Price:

The Owner shall pay the Contractor as just compensation for the performance of this Contract, subject to any addition or deductions as provided in the Contract Documents, the unit and lump sum price as contained in the negotiated fee schedule attached hereto.

CONTRACTOR

JAMES CITY COUNTY

PURCHASING DIRECTOR