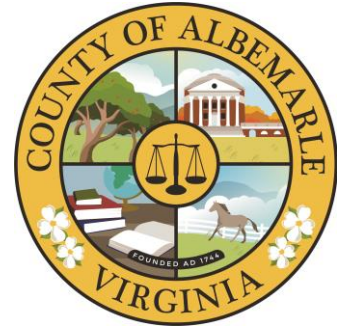


REQUEST FOR QUOTATIONS (RFQ)



Issue Date: March 18, 2025

RFQ# 2025-RFQ-1041020

Title: Ivy Creek Satellite Kitchen

Issuing Agency: County of Albemarle
Purchasing Division
401 McIntire Road, Suite 248
Charlottesville, VA 22902

Using Department/Division and/or location where work will be performed: County of Albemarle, Building Services Department

Request for Quotations will be received until **2:00 PM ET on April 10, 2025** for furnishing the Goods/Services described herein.

All inquiries for information should be directed to: Chris Beahm at cbeahm@albemarle.org Phone: 434-296-5854 x 3293

Quotations should be submitted electronically by the stated due date and time, through the [Albemarle County Procurement Intake Form](#) on the Albemarle County Procurement Solicitations Page:
<https://www.albemarle.org/government/finance/procurement/solicitations>.

Alternatively, a secure lockbox is available, at the exterior Visitors Entrance of the Issuing Agency, labeled Vendor/ Contractor Bids or Proposals Only. Quotes may be placed in this box, prior to the established due date and time for each solicitation, or may be shipped/mailed, or hand delivered directly to the issuing agency shown above.

In compliance with this Request for Quotation and to all the conditions imposed therein, the undersigned offers and agrees to furnish the Goods/Services at the price(s) indicated herein.

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Name and Address of Firm:

_____ Zip Code: _____

Telephone Number: (____) _____

Fax Number: (____) _____

E-mail Address: _____

Virginia Contractor License No. _____

Date: _____

By: _____

(Signature In Ink)

Name: _____

(Please Print)

Title: _____

I have the authority to bind the corporation.

Class: _____ Specialty Codes: _____

SMALL, WOMAN, MINORITY AND SERVICE-DISABLED VETERAN-OWNED BUSINESS: YES; NO

IF YES ⇒⇒ SMALL; WOMAN; MINORITY; SERVICE-DISABLED VETERAN-OWNED.

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. PURPOSE: The County of Albemarle is soliciting quotations from qualified vendors to purchase and install all kitchen equipment specified in Attachment I.

II. COMPETITION INTENDED: It is the County's intent that this Invitation for Bid (IFB) permits competition. It shall be the Bidder's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source, or otherwise restrict competition. All comments, questions, or requests for clarification, including any notification regarding restrictions to competition, must be received by the Purchasing Agent not later than seven (7) days prior to the date set for bids to close. Bidders may not rely on any oral explanations, clarifications, or changes to the solicitation. All explanations, clarifications, or changes will be issued in written form as detailed below. The School Board will not be bound by any oral statements.

All inquiries and any changes to the requirements of this solicitation shall be answered by issue of written addenda to the solicitation. It shall be the responsibility of the Bidder to acknowledge all addenda by signing and returning a copy of all addenda with the quote submission or by separate acknowledgement of each addendum by number and date, in writing. Offerors are advised to contact this office to confirm the number of addenda before the date established for bid opening. All addenda will be issued in a timely manner to allow sufficient time prior to due date of the quotes.

IV. TERM OF CONTRACT/DELIVERY REQUIREMENTS: This is a one-time solicitation of work. Completion of work will be no later than August 1, 2025.

V. SCOPE OF WORK/SPECIFICATIONS: The contractor shall:
Vendor to deliver, uncrate, assemble, set in place all equipment specified in attachment I and make final electrical, water and drain connections. Proper circuits, outlets, and water supply supplied by ACPS.

VI. QUOTE SUBMISSION INSTRUCTIONS:

A. Quotations should be submitted electronically by the stated due date and time, or as modified by addendum hereto, through the [Albemarle County Procurement Intake Form](https://www.albemarle.org/government/finance/procurement/solicitations) on the Albemarle County Office of Procurement Solicitations Page: <https://www.albemarle.org/government/finance/procurement/solicitations>. Alternatively, a secure lockbox is available, at the exterior Visitors Entrance of the Issuing Agency, labeled *Vendor/Contractor Bids or Proposals Only*. Quotes may be placed in this box, prior to the established due date and time for each solicitation, or may be shipped/mailed, or hand delivered directly to the issuing agency shown above, by not later than the date and time established herein or as modified by an addendum hereto. *Regardless of the method of delivery, it shall be the Bidder's responsibility to ensure timely and accurate delivery. Bids delivered to the wrong location or received in the specified location late will not be considered.*

B. Quotes must be provided by submission on the School Board forms and shall include acceptance of all County Terms and Conditions, expressly stated herein or incorporated by reference. Quote submission must include fully executed [Attachments A through E] along with narrative response to any technical factors listed in VI. B, below.

C. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFQ shall belong exclusively to the County and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of *Virginia Code 2.2-4342(F)*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire quote document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

D. All costs of proposal preparation and presentation shall be borne by each offeror. The County is not liable for any cost incurred by the offeror prior to issuance of a contract.

- E. AUTHORITY TO TRANSACT BUSINESS: Pursuant to *Virginia Code* § 2.2-4311.2 and in accordance with Title 13.1, Title 50, or as otherwise required by law, a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized by the State Corporation Commission to transact business in the Commonwealth as a domestic or foreign business entity and shall maintain registration as current throughout the life of the awarded contract. Attachment C applies, an executed copy of which shall be included with your quote submission.

VII. EVALUATION AND CONTRACT AWARD:

- A. Timely received quotes will be evaluated in accordance with the criteria set forth below.
- B. Basis for Contract Award: The Contract, if awarded, will be awarded to the lowest responsive and responsible offeror, provided the offered quote is reasonable and is in the best interest of the School Board to accept it and subject to the School Board's right to reject any and all offers and to waive an informality in the offer. Attachment A, Quotation Form may contain a multi-part Line Items and may be awarded to a single Offeror a lump-sum price or may be based on award at the line-item level to more than one Offeror, as determined to be in the School Board's best interest. In the event that the Total Evaluated Quotation from the lowest responsible bidder exceeds available funds, the School Board may negotiate the Total Evaluated Quotation amount with the apparent low Offeror to obtain a contract price within available funds, pursuant to §2.2-4318 of the Code of Virginia and Section 12(c) herein.
- C. THE CONTRACT: The successful Offeror(s) shall be issued a School Board Prepared Purchase Order (PO) or may be awarded a contract in such form, terms and conditions if found at Attachment H hereto. **A School Board PO must be accepted by the awardee or, when used in lieu of a PO, the School Board contract shall be signed by the parties as a requirement to receive an award pursuant to this solicitation.** Any Offeror that requires, as policy of the Offeror, certain terms and conditions to be included in the contract shall provide such with the written proposal submission. Albemarle County School Board Terms and Conditions shall take precedence over any conflicting Offeror terms and conditions. The County School Board reserves the right to make multiple awards to multiple contractors, including awards at line item pricing levels, as determined to be to the best advantage to the County School Board.

- VIII. PRE-QUOTE CONFERENCE: A pre-quote conference will be held at Ivy Creek School at 1pm on Friday March 28th. Attendance will be optional for those submitting a quote.

IX. GENERAL TERMS AND CONDITIONS:

- A. Refer to the General Terms and conditions located online at <https://www.albemarle.org/government/finance-and-budget/procurement/general-terms-and-conditions>.

X. SPECIFIC TERMS AND CONDITIONS:

- A. ADDITIONAL SITES: The County of Albemarle reserves the right to add additional sites during the term of this contract as needed. When sites are added, all awarded Contractors will be contacted, and pricing will be requested. The additional site will be awarded to the contractor who submits the lowest pricing based on the requirements of that request. A contract modification will then be completed.
- B. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County of Albemarle, whichever is sooner. The agency, its authorized agents, and/or the County of Albemarle shall have full access to and the right to examine any of said materials during the said period.
- C. AWARD TO MULTIPLE OFFERORS: The County of Albemarle reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the Offeror(s) meeting the requirements of the solicitation. The County of Albemarle reserves the right to conduct any tests it may deem advisable and to make all evaluations. The County of Albemarle also reserves the right to reject any or all offers, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

- D. CONTRACTOR LICENSE REQUIREMENTS: State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the County of Albemarle
- E. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- F. COOPERATIVE CONTRACTING: This procurement is being conducted by County of Albemarle in accordance with the provisions of *Virginia Code* § 2.2-4304. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Albemarle County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of an Albemarle County contract. The County of Albemarle assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- G. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
- H. ERROR IN EXTENSION OF PRICES: In the case of error in the extension of prices the unit price shall govern.
- I. INSPECTION OF JOB SITE: The vendor is responsible for thorough examination of the documents and the project site prior to offering. Contractors will not be allowed extra compensation for conditions which could have been determined by examination of the documents and/or the site prior to submission of offers.
- J. NEW EQUIPMENT: Unless otherwise noted any equipment offers shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of this offer.
- K. ORDERING OPTION: The County of Albemarle, may during the first sixty (60) days after this contract is awarded, with the concurrence of the contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract.
- L. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at offered prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- M. SCHOOL CONTRACTOR CERTIFICATION: Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with Albemarle County Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the County of Albemarle and to the Albemarle County School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor hereby acknowledges that, pursuant to *Virginia Code* § 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact

of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the County of Albemarle and the Albemarle County School Board of any event that renders this certification untrue.

N. MSDS: A Safety Data Sheet is required for all chemicals proposed to be furnished as a result of this bid. The SDS must; list all ingredients which constitute more than 1% of the product (.1% for known or suspected carcinogens); identify the product by common or chemical name; provide physical and chemical characteristics of any hazardous components; list any known acute or chronic health effects; specify exposure limits, precautionary measures, and emergency and first aid procedures.

XI. METHOD OF PAYMENT: The County shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice or goods or services, the County shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the County fails to make payment by the required payment date, the County shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the County with a federal employer identification number, prior to receiving any payment from the County.

XII. PRICING SCHEDULE: Offeror shall include pricing and delivery information on ATTACHMENT A, QUOTATION FORM.

XIII ATTACHMENTS:

ATTACHMENT A	Quotation Form
ATTACHMENT B	Offeror Data Sheet
ATTACHMENT C	State Corporation Commission & Registered Agent Form
ATTACHMENT D	Certification of No Collusion
ATTACHMENT E	Certification of Crimes Against Children and Acts of Moral Turpitude
ATTACHMENT F	Insurance Requirements
ATTACHMENT G	Sample Contract Form
ATTACHMENT H	Code of Conduct
ATTACHMENT I	Ivy Creek Satellite Kitchen

QUOTATION FORM

RFQ#: 2025-RFQ-1041020

Title: Ivy Creek Satellite Kitchen

Total Fixed Lump Sum for (Goods or Services) as per all terms, conditions and specifications herein.	\$ _____ (Basis of Award)
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A School Board PO must be accepted by the awardee or, when used in lieu of a PO, the School Board contract shall be signed by the parties as a requirement to receive an award pursuant to this solicitation.

PRINTED NAME: _____

SIGNATURE: _____

BUSINESS NAME AND ADDRESS:

DATE: _____

QUOTE VALID THROUGH: _____

ATTACHMENT B

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your quotation nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
B.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
C.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
D.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

Attachment B

1

STATE CORPORATION COMMISSION & REGISTERED AGENT FORM

Virginia State Corporation Commission (SCC) registration information.

Code of Virginia § 13.1-757. A foreign corporation may not transact business in the Commonwealth until it obtains a certificate of authority from the Commission.

The Offeror:

<input type="checkbox"/>	is a corporation or other business entity with the following Virginia SCC identification number: _____ -OR-
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust - OR-
<input type="checkbox"/>	<p>is not required to obtain a certificate of authority from the Virginia SCC, pursuant to <i>Virginia Code</i> § 13.1-757(B) because its sole contact(s) with the Commonwealth consist(s) of:</p> <ol style="list-style-type: none"> 1. <input type="checkbox"/> Maintaining, defending, or settling any proceeding; 2. <input type="checkbox"/> Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs; 3. <input type="checkbox"/> Maintaining accounts in financial institutions; 4. <input type="checkbox"/> Maintaining offices or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities; 5. <input type="checkbox"/> Selling through independent contractors; 6. <input type="checkbox"/> Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this Commonwealth before they become contracts; 7. <input type="checkbox"/> Creating or acquiring indebtedness, deeds of trust, and security interests in real or personal property; 8. <input type="checkbox"/> Securing or collecting debts or enforcing deeds of trust and security interests in property securing the debts; and holding, protecting, or maintaining property so acquired; 9. <input type="checkbox"/> Owning, protecting, and maintaining property; 10. <input type="checkbox"/> Conducting an isolated transaction that is completed within 30 consecutive days and that is not one in the course of similar transactions; 11. <input type="checkbox"/> For a period of less than 90 consecutive days, producing, directing, filming, crewing or acting in motion picture feature films, television series or commercials, or promotional films that are sent outside of the Commonwealth for processing, editing, marketing and distribution. The term "transacting business" as used in this subsection shall have no effect on personal jurisdiction under § 8.01-328.1; or 12. <input type="checkbox"/> Serving, without more, as a general partner of, or as a partner in a partnership which is a general partner of, a domestic or foreign limited partnership that does not otherwise transact business in the Commonwealth; or 13. <input type="checkbox"/> Transacting business in interstate commerce. -OR
<input type="checkbox"/>	is an out-of-state business entity that is including with this bid <u>an opinion of legal counsel</u> 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. Attach opinion of legal counsel to this form.

Registered Agent Information

Please specify the Registered Agent who will accept service of process on your behalf.

Agent Name: _____

Physical Address (no Post Office Boxes):

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and bid to which this Certification of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

Signature of Company Representative

Name of Company

Date

CODE OF VIRGINIA

&18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

ATTACHMENT E

**CERTIFICATION OF CRIMES AGAINST CHILDREN
AND ACTS OF MORAL TURPITUDE**

Contractor acknowledges that the implementation of this contract requires Contractor, Contractor’s employees and/or subcontractors to have direct contact with Albemarle County Public Schools’ students. Therefore, Contractor hereby certifies that neither Contractor nor, to the best of Contractor’s knowledge, its employees and/or subcontractors have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor further certifies and shall indicate below whether Contractor and, to the best of Contractor’s knowledge, its employees and/or its subcontractors, who will have direct contact with Albemarle County Public School students, have been convicted of a crime of moral turpitude. Crimes of “moral turpitude” are those crimes involving lying, cheating or stealing.

For the purposes of this certification, "direct contact with students" means being in the presence of students during regular school hours or during school sponsored activities.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1(C), making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Albemarle County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.



Have you or, to the best of your knowledge, any of your employees and/or subcontractors who will have direct contact with students been convicted of a crime of moral turpitude?

NO
 YES (please explain) _____

Contractor

Date

By: _____

Title: _____

INSURANCE REQUIREMENTS

- A. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:
- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Businesses who hire subcontractors who will perform the same trade or are hired to fulfill contract requirements must include the subcontractor's employees when determining the total number of employees for workers compensation. A waiver of subrogation in favor of the County of Albemarle and its officers, employees, agents, and volunteers must be endorsed on the workers compensation policy. Contractors who fail to notify the County 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. This policy shall specifically list Virginia as a covered state.
 - b. Employer's Liability - \$1,000,000 each accident/\$1,000,000 each disease-policy limit/ \$1,000,000 each disease-each employee. This policy shall specifically list Virginia as a covered state.
 - c. Commercial General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate limit, and a per project aggregate limit of \$2,000,000. CGL form CG 2010 11/85 edition or its equivalent is required to be endorsed to the commercial general liability policy. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and premises, operations and products and completed operations coverage. The County of Albemarle and its officers, employees' agents and volunteers must be named as additional insureds and be so endorsed on the policy on a primary and non-contributory basis. CG 20 01 04 13 or its equivalent is required to be endorsed to the commercial general liability policy. A waiver of subrogation in favor of Albemarle County Government is required on the commercial general liability policy.
 - d. Automobile Liability - \$1,000,000 per accident. Coverage is to include hired, owned, non-owned, temporary, and leased vehicles. An additional insured endorsement in favor of the County of Albemarle and its officers, employees, agents and volunteers is required on the Commercial auto policy on a primary and non-contributory basis. CA 04 49 11 16 or its equivalent is required to be endorsed to the commercial auto policy. A waiver of subrogation naming the County of Albemarle and its officers, employees, agents and volunteers is also required on the commercial auto policy.
 - e. Umbrella Liability Coverage- minimum coverage of \$1,000,000 or greater; must be follow form and go over the underlying general liability, commercial auto and employer's liability policies. The County of Albemarle and its officers, employees, agents and volunteers must be named as additional insureds and be so endorsed on the umbrella policy on a primary and non-contributory basis. A waiver of subrogation naming the County of Albemarle and its officers, employees, agents and volunteers is also required on the umbrella policy.

All insurance coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the County;
2. shall be kept in force throughout performance of services;
3. shall be an occurrence-based policy; professional liability may be claims made basis;
4. shall include completed operations coverage;
5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the County as an additional insured. The County shall be entitled to protection up to the full

limits of the offerors' policy regardless of the minimum requirements specified in the Contract.

Proof of Insurance: Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the County certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the County; and (iii) the Offeror shall deliver to the County endorsements to the policies which require the County and its officials, officers, employees, agents and volunteers be named as "additional insured". Policies which require this endorsement include: Commercial General Liability, Automobile Liability and, umbrella or excess liability coverage as detailed below. Such endorsements must be approved by the County, and (iv) upon the request of the County, provide any other documentation satisfactory to the County in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The County shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

Effect of Insurance: Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the County for any liability to the County, as specified in any other provision of this contract, and the County shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

Waiver of Subrogation: The Offeror agrees to release and discharge the County of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

Sovereign Immunity: Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the County's sovereign immunity under law.

Right to Revise or Reject: The County reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

Umbrella or Excess Liability Coverage shall provide additional coverage limits over the underlying commercial general liability, commercial automobile, and employer's liability insurance with the broadest coverage available between the umbrella or excess liability policy and the underlying policies. This insurance shall name the County and its officials, officers, and employees and agents as "additional insureds" by **endorsement** to the Umbrella or Excess Liability policy on a primary and non-contributory basis. Such policy shall not have a restriction on the limits of coverage provided to the County of Albemarle as an additional insured. The County of Albemarle shall be entitled to protection up to the full limits of the Offeror's policy regardless of the minimum requirements specified in this contract.

Professional Liability Insurance: At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage in an amount not less than \$1,000,000 per claim/\$2,000,000 aggregate ("Required Insurance"). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the County. Upon execution of this Agreement, Offeror shall provide the County with a certificate of insurance, or other written documentation satisfactory to the County in its sole discretion, issued by Offeror's insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon

receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify the County. Offeror's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the County to terminate this Agreement without notice to Offeror and without penalty to the County.



Understanding the Acord Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/01/2015

7. DATE CERTIFICATE ISSUED
Must be current

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

1. PRODUCER
Insurance Agent/Broker who issues certificate.

PRODUCER John Doe Insurance Broker Ph. (123)456-7891 P.O. Box 123456 Charlottesville, VA 22903	CONTACT NAME: John Doe, Agent PHONE (A/C. No. Ext.): (123)456-7891 FAX (A/C. No.): (123)456-7890 E-MAIL ADDRESS:
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8. POLICY EFFECTIVE DATE
Must be prior to or coincidental with effective date of contract or event.

2. NAMED INSURED
Must be the legal name of the contracting party.

INSURED ACME VENDOR P.O. Box 456789 Charlottesville, VA 22911	INSURER(S) AFFORDING COVERAGE
	INSURER A: Insurance Company 1 INSURER B: Insurance Company 2 INSURER C: Insurance Company 3 INSURER D: Insurance Company 4 INSURER E: INSURER F:

9. POLICY EXPIRATION DATE
If occurrence form, date must be on or after termination of contract or event.

3. TYPES OF INSURANCE
Must include the types of insurance required by the contract.

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y	123456	01/01/2014	01/01/2015	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence): \$ 1,000,000 MED EXP (per one person): \$ 10,000 PERSONAL & ADV INJURY: \$ 1,000,000 GENERAL AGGREGATE: \$ 2,000,000 PRODUCTS - COMP/OP AGG: \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY: <input checked="" type="checkbox"/> PRO- <input type="checkbox"/> NOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	Y	789101	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea. accident): \$ 1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					
B	UMBRELLA LIAB EXCESS LIAB	Y	1122334455	01/01/2014	01/01/2015	EACH OCCURRENCE: \$ 10,000,000 AGGREGATE: \$ 10,000,000
	<input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$ 10,000					
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)	Y/N N/A Y	AABBCC112233	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT: \$ 100,000 E.L. DISEASE - EA EMPLOYEE: \$ 100,000 E.L. DISEASE - POLICY LIMIT: \$ 500,000
	Professional Liability If yes, describe under DESCRIPTION OF OPERATIONS below					

10. LIMITS OF INSURANCE
Must be the same or greater than required by the contract.

4. POLICY FORM
"Claims Made" or "Occurrence" form.

5. ADDITIONAL INSURED
Albemarle County must be named and endorsed as an additional insured.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The County of Albemarle, Virginia [and/or the County School Board of Albemarle County, Virginia], its officers, agents, and employees are named as additional insureds on all listed insurance coverage, except for workers' compensation and professional liability, and are so endorsed to the policy.

11. DESCRIPTION OF OPERATIONS
Albemarle County is named as insured additional here; place and event sometimes described here.

6. CERTIFICATE HOLDER
Must be Albemarle County

CERTIFICATE HOLDER Albemarle County 401 McIntire Road Charlottesville, VA 22902	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>John Doe</i>
---	--

12. AUTHORIZED REPRESENTATIVE
Must be signed, not stamped.

CONTRACT #«Contract Number»
«Company»
 «Address1»
 «Address2»
 «City», «State» «PostalCode»
«corporate status, as confirmed by the SC»
(Contractor)

Project Name: «Project Name» Project Mgr: «Project Manager Name» A/E, if applicable: «Construction AE Person or Company» A/E contract #: «A/E Contract Number»

«Legal Entity»,
«Legal Entity Description»,
 401 McIntire Road
 Charlottesville, Virginia 22902
(«Legal Entity Short»)

This Agreement (“Agreement” or “Contract”) made and entered into on _____, between the Contractor as identified above and the «Legal Entity Short» (collectively, the Parties), hereby agree, in consideration of the mutual covenants and stipulations set forth below:

1. **Scope of Work:** The Contractor shall furnish all labor, equipment, and materials and perform all work for the project as described in the «Procurement Method» (IFB/RFP) Solicitation #«Solicitation Number» and the «Legal Entity Short»’s plans and specifications, including all work described in the Bid Form as Base Bid plus additives, (collectively, the Work) in strict accordance with the Contract Documents. In brief, the Contractor shall «Project Description».

2. **Incorporation of documents and Order of Precedence:** To the extent that they do not conflict with the terms of this Agreement, the following documents are incorporated by reference in their entirety:
 - the «Procurement Method» Solicitation #«Solicitation Number»;
 - the Bid Form submitted by the Contractor;
 - the County of Albemarle Construction Contract General Conditions, as included in the IFB;
 - the Supplemental General Conditions, if any;
 - the Special Conditions attached to the «Legal Entity Short»’s Invitation for Bids;
 - the «Legal Entity Short»’s Project Plans and Specifications dated «Solicitation Date»; and modifications shown as Addenda _____; and
 - the Project Manual dated «Construction Project Manual Date» (which may include some or all of the above documents).

In the event that a conflict or ambiguity exists or is created between this Agreement, the IFB, and/or the Contractor’s submitted Bid Form, the terms of this Agreement first and the IFB second, if necessary, shall govern and supersede any such conflicting or ambiguous terms. The Supplemental General Conditions shall thereafter take precedence over the General Conditions.

3. **Payment/Consideration Schedule:** In consideration of the Work to be performed by Contractor, as set forth in the section entitled, “Scope of Work,” the «Legal Entity Short» agrees to pay Contractor for completed and accepted work the total sum of _____ dollars (\$ _____) as calculated below:

Base bid:	\$ _____	
Additive 1:	\$ _____	for _____
Additive 2:	\$ _____	for _____
Total:	\$ _____	

4. **Term:** The Work shall be commenced on a date to be specified in a written order of the «Legal Entity Short» and shall be Substantially Completed within ____ calendar days. The Work shall be finally completed within ____ days after the date of Substantial Completion of the Work or no later than the date of Final Completion of _____, whichever is sooner. Time is of the essence.
5. **Non-Appropriation:** The continuation of the terms, conditions, and provisions of this Agreement beyond June 30 (the end of the «Legal Entity Short»'s fiscal year) of any year, is subject to its approval and ratification by the «Legal Entity Short» and appropriation by them of the necessary money to fund said contract for each succeeding year. If sufficient funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, the «Legal Entity Short» shall immediately notify Contractor, and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the «Legal Entity Short» of any kind whatsoever.
6. **Preconditions to Obligation:** The «Legal Entity Short» shall not be obligated to purchase or pay for goods, services, or materials under this Agreement unless the «Legal Entity Short» has ordered such goods, services, and/or materials and until the Contractor has delivered any ordered goods, services, and/or materials. The «Legal Entity Short» may increase or decrease quantities of ordered goods, services, and materials as required and in its discretion.
7. **Faith-based Organizations:** The «Legal Entity Short» does not discriminate against faith-based organizations in accordance with Code of Virginia §2.2-4343.1.
8. **Nondiscrimination:** Pursuant to Virginia Code §§ 2.2-4201 and 2.2-4311, during the performance of this Contract, Contractor agrees as follows:
 - A. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, 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 Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Nondiscrimination clause, including the names of all contracting agencies with which the Contractor has contracts over \$10,000;
 - B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that Contractor is an equal opportunity employer;
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section; and
 - D. Contractor shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
9. **Drug-Free Workplace:** Pursuant to Virginia Code Section § 2.2-4312, during the performance of this Contract, Contractor agrees to:
 - A. Provide a drug-free workplace for Contractor's employees.
 - B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - C. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
 - D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

10. Compliance with Immigration Laws: Contractor does not and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, pursuant to Virginia Code §2.2-4311.1.
11. Compliance with All Laws: Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Agreement prior to the initiation of work.
12. Business Entity Registration. Pursuant to Virginia Code § 2.2-4311.2, Contractor shall be registered and authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall submit proof of a required registration to the «Legal Entity Short». Additionally, if required, Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or canceled at any time during the term of the Agreement.
13. Business License Requirement: If Contractor is a business located in Albemarle County, Virginia or at any time during the performance of this Agreement obtains situs for purposes of business license taxes, it shall be unlawful for such business to conduct or engage in such business, trade, or occupation without having first obtained the proper license from the Albemarle County Department of Finance. Contractor covenants that it has a business license where one is required to perform this Agreement.
14. Non-Assignment: All of the conditions and provisions in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties. Neither party to the Agreement shall assign or transfer their interest in the contract without the prior written consent of the other, which shall not be unreasonably withheld.
15. Audit: The Contractor shall maintain full and accurate records with respect to all matters covered under the Agreement including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the Agreement. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the «Legal Entity Short» and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by Contractor pursuant to this Agreement. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The «Legal Entity Short»'s employees, agents, or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.
16. Termination with Cause: In the event that Contractor shall for any reason or through any cause be in default of the terms of this Agreement, the «Legal Entity Short» may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Section 20 herein. Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, the «Legal Entity Short» may immediately cancel and terminate this Agreement as of the mailing date of the default notice. Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Agreement, and turn over to the «Legal Entity Short» any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Agreement may be immediately cancelled and terminated by the «Legal Entity Short», and provisions herein with respect to opportunity to cure default shall not be applicable.

17. Termination without Cause: The «Legal Entity Short» may at any time, and for any reason, terminate this Agreement by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the «Legal Entity Short», at the time of termination. If the «Legal Entity Short» terminates this Agreement without cause, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Agreement, and turn over to the «Legal Entity Short» any work completed or in process for which payment has been made.
18. Choice of Laws and Venue: This Agreement shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this Agreement shall be resolved in the courts of the Commonwealth of Virginia in and for Albemarle County.
19. Indemnification and Hold Harmless: Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents, or employees under or in connection with this Agreement or the performance or failure to perform any work required by this Agreement. Contractor shall indemnify and hold harmless the «Legal Entity Short» and its agents, volunteers, servants, employees, and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by the «Legal Entity Short», Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the «Legal Entity Short», its agents, volunteers, servants, employees, or officials.
20. Notices: All notices and requests required or permitted hereunder shall be sent by United States certified mail, return receipt requested, and to be effective, shall be postmarked not later than the final date for giving of such notice, or such notices may be sent by commercial messenger service, in which event, to be effective, such notices shall be delivered to a commercial messenger service not later than the final date for giving such notice. Alternatively, notice can be sent electronically to the parties and email addresses listed below.

Notices for the «Legal Entity Short» shall be addressed as follows:

«Legal Entity Short»
« Department Name», «Project Manager»
401 McIntire Road
Charlottesville, VA 22902
«Project Manager E-mail»

With a copy to:

«Purchasing Agent Name»
Chief Procurement Officer
401 McIntire Road; Suite 248
Charlottesville, VA 22902
«Purchasing Agent E-mail»

Notices for Contractor shall be addressed as follows:

«Company»
«Address1»; «Address2»
«City», «State» «PostalCode»
«Vendor Contact Email»

Such addresses may be changed at any time and from time to time with written notice given by either party to the other.

21. Entire Agreement: This Agreement and the documents incorporated by reference and included expressly as Exhibits to this Agreement constitute the entire agreement between the Parties. This Agreement supersedes all prior written or oral agreements or proposals between the parties, regarding the subject matter of this Agreement. This Agreement may not be modified except in a writing signed by both parties that is expressly stated to be an amendment hereto.
22. Independent Contractor: Contractor shall be at all times an independent contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant of the «Legal Entity Short». Nothing in this section shall be deemed to absolve or otherwise limit the Contractor's liability and responsibility to safely and correctly perform its duties under this Agreement.
23. Waiver: No failure of the «Legal Entity Short» to exercise any right or power given to it by law or by this Agreement or to insist upon strict compliance by Contractor with any of the provisions of this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the «Legal Entity Short»'s right to demand strict compliance with the terms of this Agreement.
24. Interpretation: Whenever the context hereof shall require, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
25. Severability: The provisions of this Agreement shall be deemed to be severable, and should any one or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.
26. Contract Claims by Contractor: Prompt knowledge by the «Legal Entity Short» of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of the «Legal Entity Short» and/or result in mitigation or elimination of the effects of the claim. Therefore, a written statement providing the «Legal Entity Short» with notice of the Contractor's intention to file a claim which (i) describes the act or omission by the «Legal Entity Short» or its agents that the Contractor contends caused it damages or entitles it to other relief; and (ii) provides a description of the nature and amount of the claim. Such written statement shall be submitted to the Purchasing Office of the Albemarle County Department of Finance within 20 days of the time of the occurrence or beginning of the work upon which the claim is based; provided, however, if such damage is deemed certain in the opinion of the Contractor to result from its acting on an order from the «Legal Entity Short», it shall immediately take written exception to the order. For purposes of this provision, "claim" shall include, without limitation, any request for an increase in the Agreement price or time and any request for equitable adjustment. Submission of a notice of claim as specified shall be mandatory, and failure to submit such notice shall be a conclusive waiver to such claim for damages or other relief by the Contractor. Neither an oral notice or statement, nor an untimely notice or statement will be sufficient to satisfy the requirements herein. The «Legal Entity Short» will review the claim and render a final decision in writing within thirty (30) days of receipt of Contractor's written request for a final decision. Such decision shall be final and binding to the fullest extent allowed by law.
27. Claims for Extra Compensation: If Contractor encounters work and services not included in this Agreement or any supplement thereto but which in the opinion of Contractor is necessary for the successful completion of the Agreement and requires extra compensation, Contractor shall, before it begins the work on which it bases its claim, promptly notify the Purchasing Office of the Albemarle County Department of Finance in writing of its intention to perform the work and to make claim for extra compensation. Notification by Contractor under the terms of this paragraph shall not be construed as proving the validity of the claim. No claim for extra compensation will be filed or considered unless notification is given as herein set forth. Upon notification, the «Legal Entity Short» shall promptly review any claim for extra compensation. If a claim is accepted by the «Legal Entity Short», it shall be paid as extra work under the terms of a supplemental agreement executed

by the parties *before such work is begun*. The amounts claimed as extra compensation by Contractor shall be separately itemized, become a part of the claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the «Legal Entity Short» to analyze the need for the extra work and the costs claimed for the work.

28. Payments to Subcontractors:

- a. This is a construction contract under the VPPA. Therefore, Contractor shall pay all subcontractors in the manner provided in Virginia Code Section 2.2-4354(1).
- b. Contractor shall pay all subcontractors in the manner provided in Virginia Code Section 2.2-4354(2-5).

29. Insurance: Contractor shall purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies protecting from claims which may arise out of or result from Contractor's performance or non-performance of services under this Contract or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by Contractor or for whose acts it may be liable. Such policies shall remain in full force and effect at all times during the term of this Agreement and shall contain the types of coverages and minimum limits which are required by the Supplemental General Conditions, Special General Conditions, or General Conditions, which shall, for this provision "Insurance" only, take precedence (in order of precedence as listed here) over this Agreement and other documents incorporated by reference. A certificate of insurance conforming to the requirements of the Supplemental, Special, and General Conditions shall be submitted prior to the execution of this Agreement.

30. Payment/Performance Bonds: Contractor shall furnish to the «Legal Entity Short» a payment bond and a performance bond on forms provided by the «Legal Entity Short» in conformity with Virginia Code §§ 2.2-4337 and 2.2-4339 each payable to the «Legal Entity Short» and each in the sum of the Agreement amount. The performance bond shall be conditioned upon the faithful performance of the Agreement in strict conformity with the terms and conditions of the Agreement, and the payment bond shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the Work. Each of the bonds shall be executed by one or more surety companies selected by Contractor which are licensed and legally authorized to conduct the business of insurance, including surety, within the Commonwealth of Virginia. The performance and payment bonds shall be amended if necessary, as determined by the «Legal Entity Short», to reflect changes to the scope of the Work created by Change Orders and any amendments to this Agreement.

31. School Contractor Certification: Pursuant to Virginia Code § 22.1-296.1, Contractor certifies by his signature below that any and all persons who will provide services for or on behalf of the Contractor on public school property have not been convicted of a felony; any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or any offense for which registration is required as defined in Virginia Code § 9.1-902. This Certification shall be binding throughout the contract term and that it will provide immediate notice to the «Legal Entity Short» of any event that renders this certification untrue.

Contractor hereby acknowledges that any person making a materially false statement regarding any such offense shall be guilty of a class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of this Agreement and, when relevant, the revocation of any license required to provide such services.

CONTRACTOR'S ACCEPTANCE

«Company»

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

«LEGAL ENTITY SHORT»'S ACCEPTANCE

«Legal Entity»

SIGNATURE _____

NAME _____

«Legal Entity Signee Name»

TITLE _____

«Legal Entity Signee Title»

DATE _____



Code of Conduct

Albemarle County School District Food Service Department

Policy Name: Written Code of Conduct

Regulations: 2 CFR Part 200.318, formerly 7 CFR Part 3016.36(b)(3), State Procurement Code and Regulations, and Albemarle County School District Department of Purchasing.

Procedures: The Albemarle County School District seeks to conduct all procurement procedures:

- in compliance with stated regulations; and
- to prohibit conflicts of interest and actions of employees engaged in the selection, award and administration of contracts.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal, state, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity. Based on the severity of the infraction, the penalties could include a written reprimand to their personnel file, a suspension with or without pay, or termination.

For questions and concerns regarding procurement solicitations, contract evaluations, and award, contact:

Director of School Food Service, Christina Pitsenberger 434-295-0566

All contracts, awarded by a recipient including small purchases, shall contain the following provisions as applicable:

1. *Equal Employment Opportunity*—All contracts shall contain a provision requiring compliance with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

2. *Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)*—All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. *Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)*—Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. *Rights to Inventions Made Under a Contract or Agreement*—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. *Clean Air Act (42 U.S.C. 7401 et. seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended*—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*—Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. *Debarment and Suspension (E.O.s 12549 and 12689)*—All parties doing business with the Department of Agriculture should consult the Department's regulations for debarment and suspension found at 7 CFR 3017. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees

Buy American Provision

All solicitations that involve the purchasing of a food component shall include a requirement that the SFA purchase domestic commodities to the maximum extent practicable and shall include procedures for limited exceptions. The SFA shall include following language in solicitations:

The LEA participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

Ivy School Equipment Specifications

Provide Items 1,2,3,4,5,6,7,8,9,16, and 17 as shown on floor plan. These items are shown as items 1,3,6, and 16 on the Delfield serving line drawing, and the specifications are below:

(1)each Model SCS-30 cashiers stand with one drawer,36" high, 115 volt outlet. Tray slide mounted at 34" high mounted on fold down brackets.

(1) each Model SCFT-36-NUP frost top counter with 24.13" frost top, 36" high, 12" wide tray slide mounted at 34" high with fold down brackets, open understorage with bottom shelves, interlocks, Two tier display with adjustable sneeze guards with glass shelves, and LED lights on each tier. Total length 64".

(1) each Model SFWH-3-NU with (3) each individually controlled Dritec dry only hot food wells, and (1) each 1042F Flexiwell combination hot/ cold/ freeze dry only well, 36" high, 12" wide B-74 tray slides mounted at 34" high, 10" wide E-74 work shelf, open understorage with bottom shelves, interlocks, 72" counter protectors to be in two sections (one section in front of Flexiwell and the other section in front of Dritec well), to be on adjustable brackets for full or self-service. Provide LED lights.

(1)each Model SC-28 all purpose counter with special 24" wide dimension, 36" high. Open understorage. Total length 24". To include outlet with breaker for pizza warmer. To include 14 gauge V tray slide mounted on fold down brackets, 12" wide, and mounted at 34" high.

Item 11 - Provide (1) each Holding Cabinet, Winston Model HOV3-14UV with the following features:

1. Controlled vapor technology.
2. Two dutch doors, insulated and field reversible with magnetic handles.
3. Membrane control which can adjust evaporator and air temperatures in 1 degree increments.
4. 14 universal tray slides.
5. 5" casters.
6. HACCP temperature monitoring and download capability.

Item 12 - Provide one (1) each Single Door Reach-In Refrigerator, Delfield Model 6025XL-S with the following features.

1. Stainless steel front and shroud
2. 25-1/2" width
3. Digital thermometer with high/low temperature alarm
4. Seamless Delrite ABS interior with life time warranty

5. 15 molded shelf supports spaced 3" apart
6. All refrigeration components are to be mounted to the top cabinet ceiling, outside the food zone and to be assembled as one piece which can be removed as one piece.
7. TXV Expansion valve
8. L.E.D interior light
9. Casters
10. Three (3) year parts and labor warranty
11. Seven (7) year compressor warranty

Item 13 - Provide one (1) each wall mount hand sink, 14" wide x 10" front to back x 5" deep bowl and to be furnished with the following.

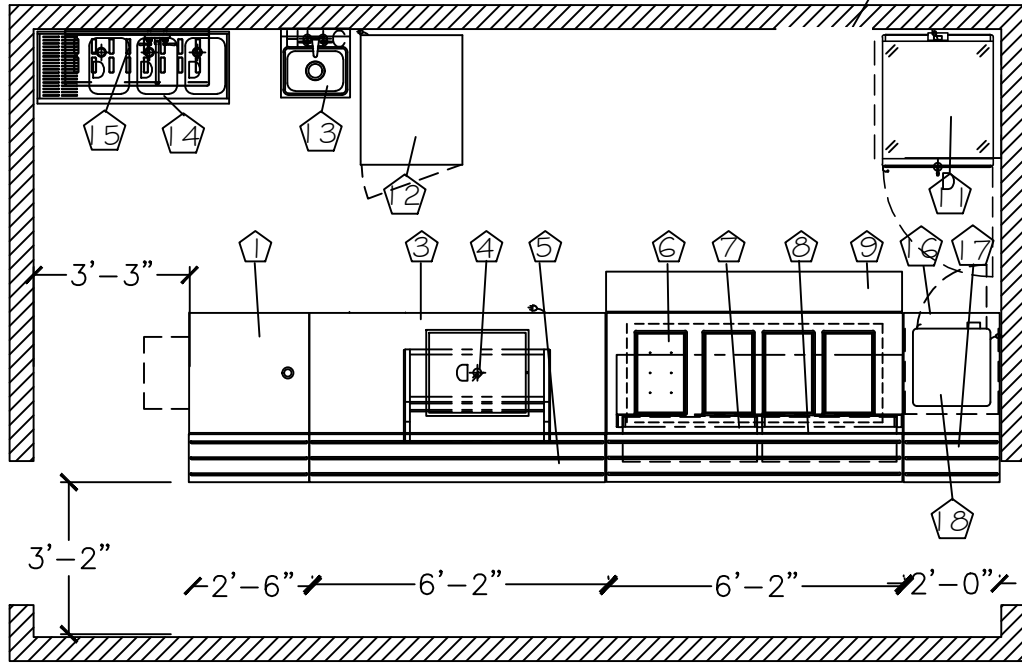
1. Deck mount faucet
2. Basket drain
3. Wall mounting bracket
4. Soap dispenser
5. Paper towel dispenser

Item 14 - Provide one (1) each three compartment sink, constructed of all 300 stainless steel with the following features.

1. Overall size 49" wide x 18" front to back
2. Three 10" x 14" x 10" deep bowls
3. Single drainboard on left
4. Provide three basket drains
5. Stainless steel legs and adjustable feet

Item 15 - Provide one (1) each Cambro Elevation series wall shelf kit with the following features. Overall size 40" wide x 18" front to back

1. 1ea 40 long wall track
2. 2ea wall uprights
3. 14" x 36" vented shelf
4. Peg board
5. 8ea 6" long straight pegs
6. Cylinder w/holder
7. 1ea large utensil holder
8. 1ea large basket



1. CASHIER STAND
3. 36" FROST TOP W/ 1 4" TOP EXTENSIONS
4. TWO TIER DISPLAY
5. TRAY SLIDE
6. 4 WELL UNIT - 3 HOT, ONE HOT/COLD/FREEZE, OPEN UNDERSTORAGE
7. COUNTER PROTECTOR
8. TRAY SLIDE
9. WORK SHELF
11. C-VAP HOLDING CABINET
12. REACH IN REFRIGERATOR
13. HAND SINK
14. THREE COMPT SINK W/ DRAINBOARD
15. WALL TRACK SHELF AND ORGANIZER
16. 24" WIDE UTILITY CABINET W/OPEN UNDERSTORAGE
17. TRAY SLIDE
18. PIZZA WARMER/MERCHANDIZER

Lane Marketing Group
Poquoson, Virginia

Project: IVY SCHOOL REVISED

Date: 2/3/25 Scale: 1/4"=1'-0"

FLEXIWELL UNITS ARE DRY OPERATION ONLY

DRITEC UNITS ARE DRY OPERATION ONLY

APPROVED FOR FABRICATION

APPROVED
 APPROVED AS NOTED
 RESUBMIT

COMPANY: _____
 BY: _____ DATE: _____

****ELECTRICAL NOTICE****

APPROVER OF FABRICATION AS DRAWN HEREIN ACKNOWLEDGES THE ELECTRICAL SPECIFICATIONS DEPICTED AND/OR NOTED CANNOT BE MODIFIED ONCE MANUFACTURING HAS BEGUN. APPROVER ACKNOWLEDGES THAT ANY ALTERATIONS OF THE EQUIPMENT AFTER MANUFACTURING WILL VOID ALL WARRANTIES AND UL CERTIFICATION ON SAID EQUIPMENT. ANY EQUIPMENT ALTERED AFTER MANUFACTURING WILL BE SUBJECT TO UL REVIEW AND APPROVAL AT OWNER'S EXPENSE.

If you are placing equipment into an area which has certain standards or codes other than those normally accepted in the food - service industry (NSF, UL, etc.) Delfield must be advised of these specifications in detail before fabrication of the equipment in order that we may quote additional costs if any. Failure to notify The Delfield Company before fabrication releases us from any obligation to modify our standards without any additional charges.

Shelleysteel®

NOTES:

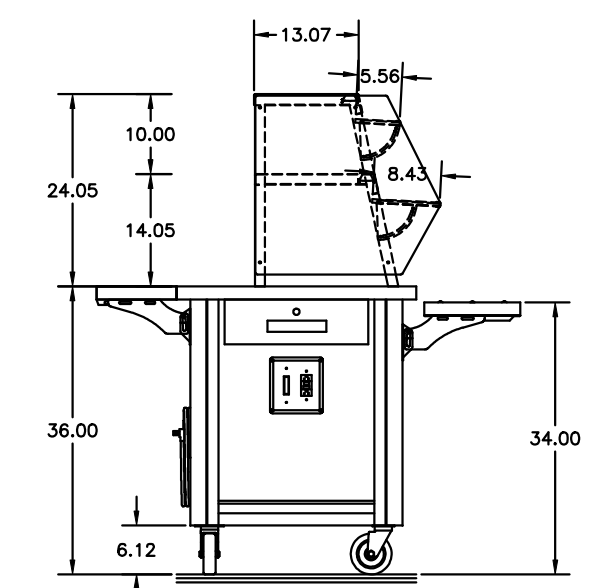
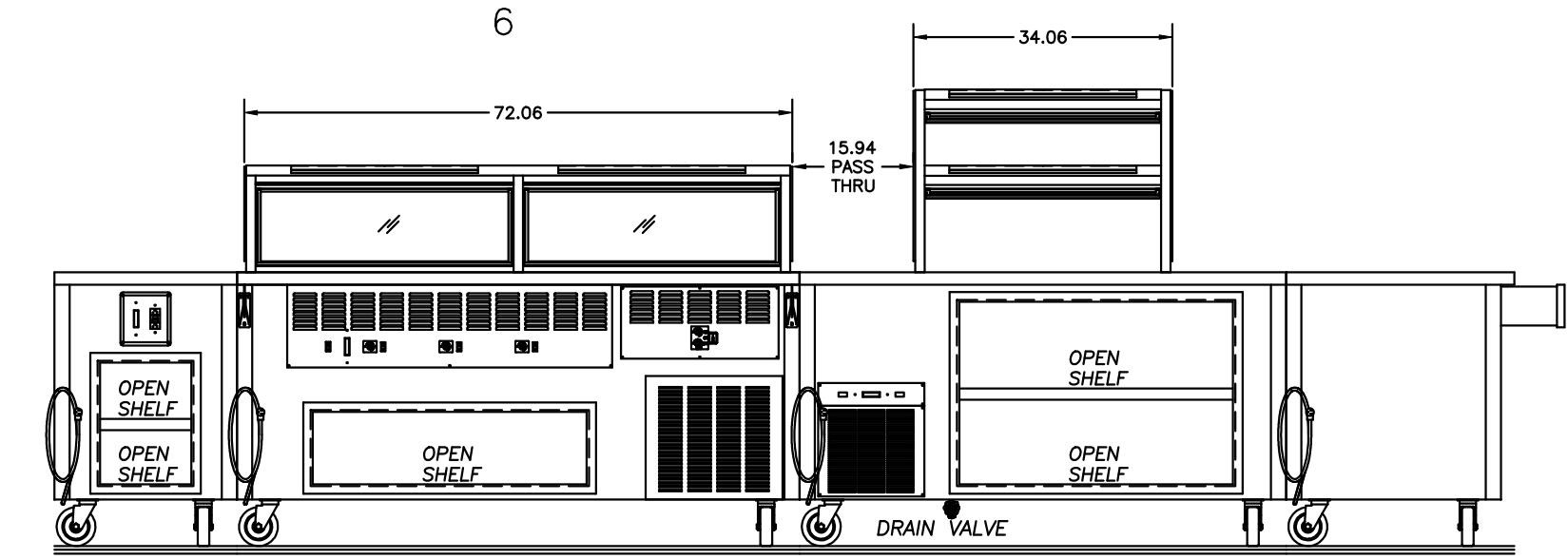
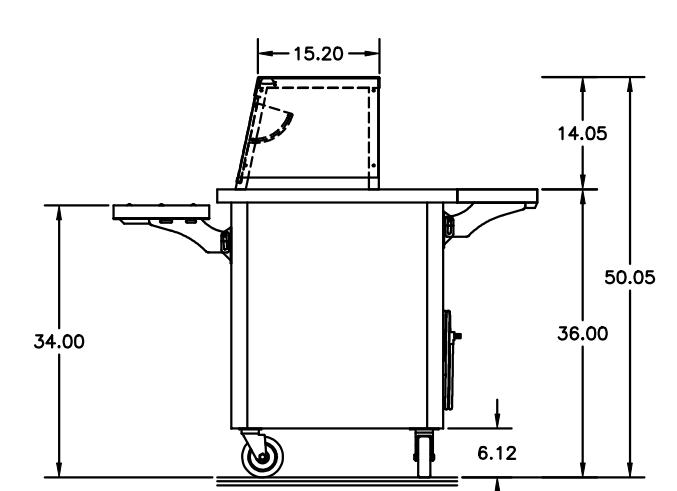
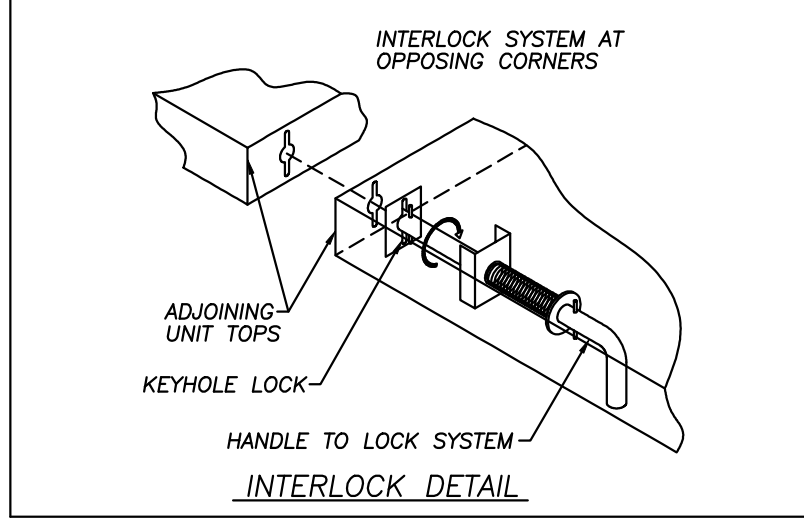
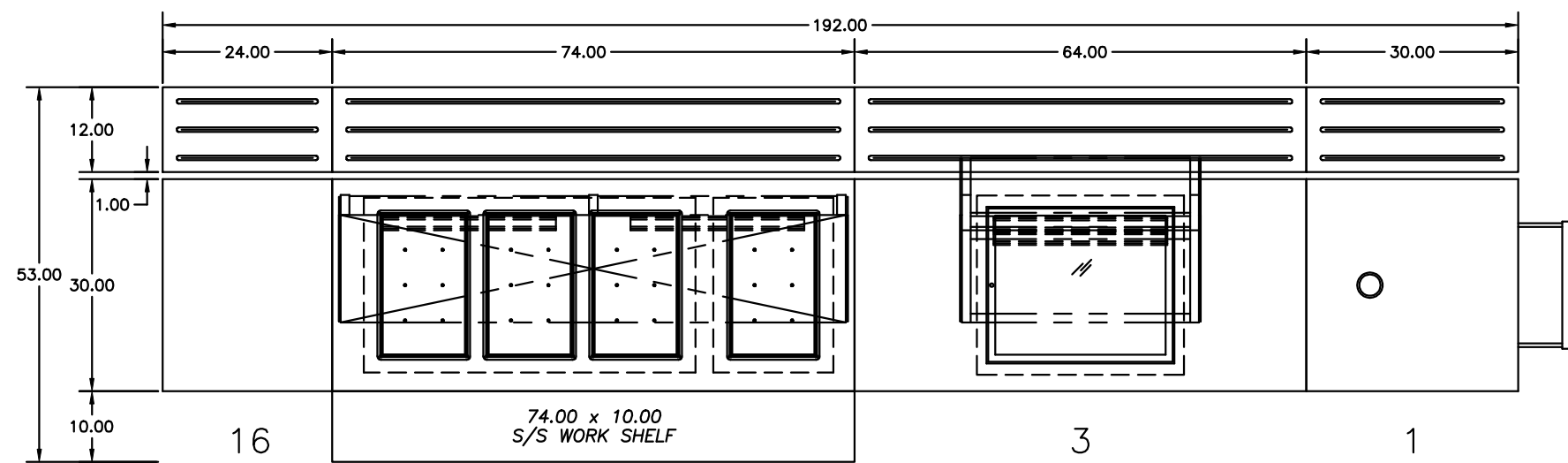
- * TOPS ARE TO BE 14 GAUGE S/S
- * PROVIDE INTERLOCKS AS REQUIRED
- * ALL STANDARD LOCKING POLYURETHANE CASTERS
- * CORDS STANDARD WITH 90° PLUGS
- * UNITS SPECIFIED WITH DRAINS TO HAVE GATE VALVE AND GARDEN HOSE HOOK UP
- * WHEN TRAY SLIDE/WORK SHELF BRACKETS ARE USED: FOLD DOWN BRACKETS ARE STANDARD UNLESS OTHERWISE REQUESTED
- * ALL 120 VOLT RECEPTACLES (15 AND 20 AMP) WILL BE GFCI PROTECTED DUPLEXES

ENVIRONMENTALLY FRIENDLY INSULATION

- * KYOTO PROTOCOL COMPLIANT
- * NON O.D.P. (OZONE DEPLETION POTENTIAL)
- * NON G.W.P. (GLOBAL WARMING POTENTIAL)
- * POLYURETHANE INSULATION

- * SHELLEYSSTEEL (LAMINATED): PROVIDE ANGULAR FRAME BASES WITH LAMINATE SIDE PANELS
- * MANUFACTURER: *VERIFY*
- * MODEL: *VERIFY*
- * FINISH: *VERIFY*
- * DESCRIPTION: *VERIFY*
- * GRAIN DIRECTION: *VERIFY*

BY:	
DATE:	
NO. REVISIONS:	
1	
2	
3	
4	
5	



SKU NO. 000-40014AAJ1
 MODEL NO. SC-28-NU | ITEM NO. 16
 -ALL PURPOSE COUNTER
 -S/S CONSTRUCTED ROLLED "V" TRAY SLIDE
 -MOUNTED ON FOLD-DOWN BRACKETS
 -OUTLET WITH BREAKER
 VERIFY NEMA
 CORD AND PLUG INFORMATION
 VERIFY

SKU NO. 000-40014AAJ2
 MODEL NO. SFWH-3-NU | ITEM NO. 6
 -INDIVIDUALLY CONTROLLED HOT PAN SERVING COUNTER
 DRY OPERATION ONLY
 208/240V-60C-1PH-6.0
 CORD AND PLUG INFORMATION
 -NEMA NO. 14-20 PLUG WITH 9FT CORD
 120/208-230V-60C-1PH-8.46A
 -S/S CONSTRUCTED ROLLED "V" TRAY SLIDE
 -MOUNTED ON FOLD-DOWN BRACKETS
 -S/S CONSTRUCTED WORKSHELF
 -MOUNTED ON FOLD-DOWN BRACKETS
 MODEL NO. 1042F
 -BUILT IN INDIVIDUALLY CONTROLLED COMBO HOT/COLD/FREEZE FOOD WELL
 DRY OPERATION ONLY
 -HOLDS (1) 12" X 20" PAN (BY OTHERS)
 208/240V-60C-1PH-2.3A-(1) @ 1/5HP
 -S/S CONSTRUCTED SINGLE TIER COUNTER PROTECTOR
 -18 GAUGE S/S TOP SHELF
 -FULL 0.25 SAFETY GLASS FRONTS
 -0.25 ACRYLIC ENDS
 -1.25 SQUARE S/S TUBING LEGS
 -(2) 24.00 LED LIGHT (120V-0.08A EACH)

SKU NO. 000-40014AAJ3
 MODEL NO. SCFT-36-NUP | ITEM NO. 3
 -FROST TOP SERVING COUNTER
 -24.13 LONG BY 19.69 WIDE MECH. COOLED FROST TOP
 -115V-60C-1PH-2.3A-1/5HP
 CORD AND PLUG INFORMATION
 -NEMA NO. 5-15 PLUG WITH 9FT CORD
 115V-60C-1PH-2.46A
 -S/S CONSTRUCTED ROLLED "V" TRAY SLIDE
 -MOUNTED ON FOLD-DOWN BRACKETS
 -S/S CONSTRUCTED DOUBLE TIER COUNTER PROTECTOR
 -0.25 SAFETY GLASS TOP SHELF
 -0.25 SAFETY GLASS MIDDLE SHELF
 -ADJUSTABLE 0.25 SAFETY GLASS FRONTS
 -0.25 ACRYLIC ENDS
 -1.25 SQUARE S/S TUBING LEGS
 -(2) 24.00 LED LIGHT (120V-0.08A EACH)

SKU NO. 000-40014AAJ4
 MODEL NO. SCS-30 | ITEM NO. 1
 -CASHIER COUNTER
 -3 IN. DIAMETER HOLE WITH GROMMET IN TOP
 -S/S SHELF AND LOCKING DRAWER
 -(1) 120V-15A DUPLEX (GFCI) RECEPTACLE, NEMA #5-15R WITH 10.0A BREAKER
 CORD AND PLUG INFORMATION
 -NEMA NO. 5-15 PLUG WITH 9FT CORD
 115V-60C-1PH-10.0A
 -S/S CONSTRUCTED ROLLED "V" TRAY SLIDE
 -MOUNTED ON FOLD-DOWN BRACKETS

JOB NAME:
 IVY SCHOOL

WEB SITE @ WWW.DELFIELD.COM
 980 S. ISABELLA RD.
 MT. PLEASANT, VT 05658
 (989) 773-7981 * 800-733-8821
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Delfield®

DRAWN BY:
 DH

APPROVED BY:
 K. SALSIBURY

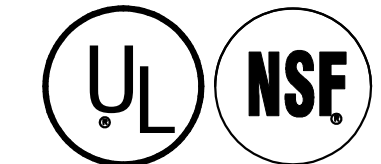
DATE: 2/6/25

SCALE: 1/2" = 1'-0"

SHEET NUMBER:
 1 OF 1

SJ NUMBER:

DRAWING NUMBER:
 1879579_001A





6000XL

Solid Door Reach-in Refrigerators

Project _____
 Item _____
 Quantity _____
 CSI Section 11400
 Approved _____
 Date _____

6000XL: Solid Door Reach-in Refrigerator

Models

- | | | | |
|-------------|---------------------------------|--------------|----------------------------------|
| • 6025XL-S | Single section full height door | • 6025XL-SH | Single section half height doors |
| • 6051XL-S | Two section full height doors | • 6051XL-SH | Two section half height doors |
| • 6076XL-S | Three section full height doors | • 6076XL-SH | Three section half height doors |
| • 6025XL-SR | Remote full height door | • 6025XL-SHR | Remote half height doors |
| • 6051XL-SR | Remote full height doors | • 6051XL-SHR | Remote half height doors |
| • 6076XL-SR | Remote full height doors | • 6076XL-SHR | Remote half height doors |



6025XL-SH

Standard Features

- Stainless steel doors and front shroud
- Aluminum sides
- Seamless, Delrite® ABS interior liner
- Top mounted refrigeration system
- High performance Delflow refrigeration, designed to maintain 33°F to 40°F
- Ships with casters mounted from factory (2&3 section units only)
- Easy to adjust epoxy shelves (three per section)
- Easy to read digital thermometer with visual high/low temp alarms
- 10' cord and plug attached
- Edgemount door hinges
- Pressure relief valve is standard to prevent door vapor lock
- High density foamed in place environmentally friendly, Kyoto Protocol Compliant, Non ODP (Ozone Depletion Potential), Non GWP (Global Warming Potential) polyurethane insulation keeps energy costs low
- Environmentally friendly R404a refrigerant
- Interior accepts 18" x 26" sheet pans on shelves or on optional tray racks
- Self closing doors with stay open feature at 120°
- Ergonomically correct, easy grip door handles
- Three year parts and labor warranty and an additional two year compressor parts warranty, limited lifetime liner warranty

Options & Accessories

- Extra shelves
- Non standard hinging
- Legs in lieu of casters
- Tray rack (TR-8B)
- Stainless steel ends/back
- 220/60/1 voltage package*

*Inclusion of these options will alter the electrical specifications of unit

Specifications

Exterior: Top and bottom are constructed of 24-gauge galvanized steel. Exterior sides are 0.032 aluminum. Front housing is 22-gauge stainless steel.

Doors: Unit is provided with hinged solid front door(s). Door exterior is constructed of 22-gauge stainless steel. Interior door liner is ABS. Doors are provided with locks, magnetic gaskets, self-closing, edgemount hinges; and quick grip long length door handle(s).

Interior: Liner is constructed of seamless, one piece ABS material with 15 molded shelf supports spaced 3.00" (76mm) apart. Three epoxy coated wire shelves, rated at 250 lb. load capacity each, are provided per section. Liner comes with a limited lifetime warranty.

Units are completely insulated with a minimum of 2.00" (5cm) high density foamed in place environmentally friendly, Kyoto Protocol Compliant, Non ODP (Ozone Depletion Potential), Non GWP (Global Warming Potential) polyurethane.

Interior is lighted by one 40-watt incandescent light on one and two door models, and two 40-watt incandescent lights on three door models. Lights are located outside of the food zone. Door activated switches control the lights.

Refrigeration system: All components are mounted to the exterior cabinet ceiling, outside the food zone and are assembled as one piece and can be removed as one piece. Environmentally friendly R404A refrigerant is used. System has the capability of maintaining between 33°F and 40°F in heavy use food service operations. Refrigerant is metered using a highly responsive thermostatic expansion valve. System is controlled using Delfield's ACT-Advanced Control Technology electronic temperature control, which provides improved pull down times, reducing compressor cycling and longer compressor life with lower energy consumption.

Control system uses adaptive defrost to assure evaporator coil is free of ice and operating at optimum efficiency. Evaporator condensate is eliminated using an energy efficient hot gas system. Temperature is displayed with digital display using a blue LED.

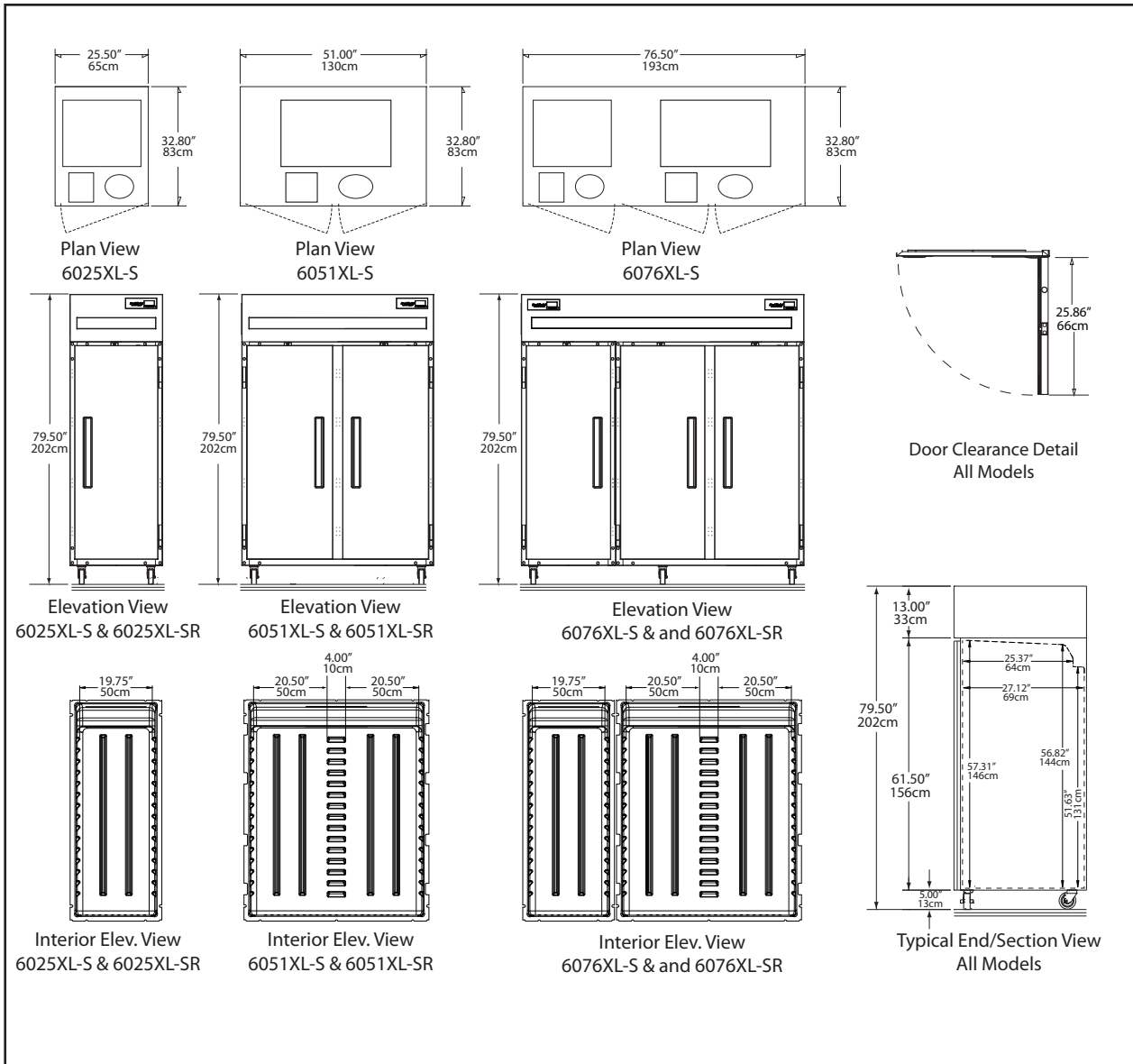
Others: Unit is supplied standard with a 10' cord and plug, attached. 4" diameter casters with an overall height of 5" are mounted on the unit from the factory on self-contained models (2&3 section units only).

Remote units are standard with legs. Legs are constructed of painted metal and are 6" high with 1" adjustability to compensate for installation location factors.



Only Models
 6025XL-S
 6025XL-SH
 6051XL-S
 6051XL-SH





Specifications									
Model	Voltage	Amps	Volume FT ³	Shelf Capacity FT ²	H.P.	BTU	Ship Weight	Nema Plug	Energy (KWH/Day)
6025XL-S	115	6.0	20.0	15.1	1/4	2092	274lbs/124kg	5-15P	2.48
6025XL-SH	115	6.0	20.0	15.1	1/4	2092	274lbs/124kg	5-15P	2.70
6051XL-S	115	8.0	43.5	33.2	1/3	2488	454lbs/206kg	5-15P	3.61
6051XL-SH	115	8.0	43.5	33.2	1/3	2488	454lbs/206kg	5-15P	3.74
6076XL-S, SH	115	16.0	66.5	48.3	1/4, 1/3	2092/2488	622lbs/282kg	5-20P	5.47
Remote units supplied with: Evaporator coil, solenoid valve, expansion valve, and temperature control. Condensing units to be sized and supplied by others.									
Remote Model	Voltage	Amps	Volume FT ³	Shelf Capacity FT ²	H.P.*	BTU	Ship Weight	Nema Plug	Energy (KWH/Day)
6025XL-SR, SHR	115	2.0	20.0	15.1	1/4	2092	274lbs/124kg	5-15P	N/A
6051XL-SR, SHR	115	3.0	43.5	33.2	1/3	2488	454lbs/206kg	5-15P	N/A
6076XL-SR, SHR	115	4.0	66.5	48.3	1/4, 1/3	2092/2488	622lbs/282kg	5-20P	N/A

*Recommended; will vary with refrigerant used, contact factory.

Delfield reserves the right to make changes to the design or specifications without prior notice.



CVAP® HOLDING CABINETS



HOV3 SERIES HOV3-05UV | HOV3-10UV | HOV3-14UV

CVap Holding Cabinet: Includes Membrane Control, and Convection Holding.

SHORT FORM SPECS

Shall be Winston CVap Holding Cabinet, model _____. Unit to utilize a membrane control with processor to control calibration-free thermistors to adjust evaporator and air temperatures in 1°F increments.

CONFIGURATIONS

Half-Sized: Easily mobile versions, allowing operator to see over cabinet when transporting. Most half-sized units are also stackable for increased versatility.

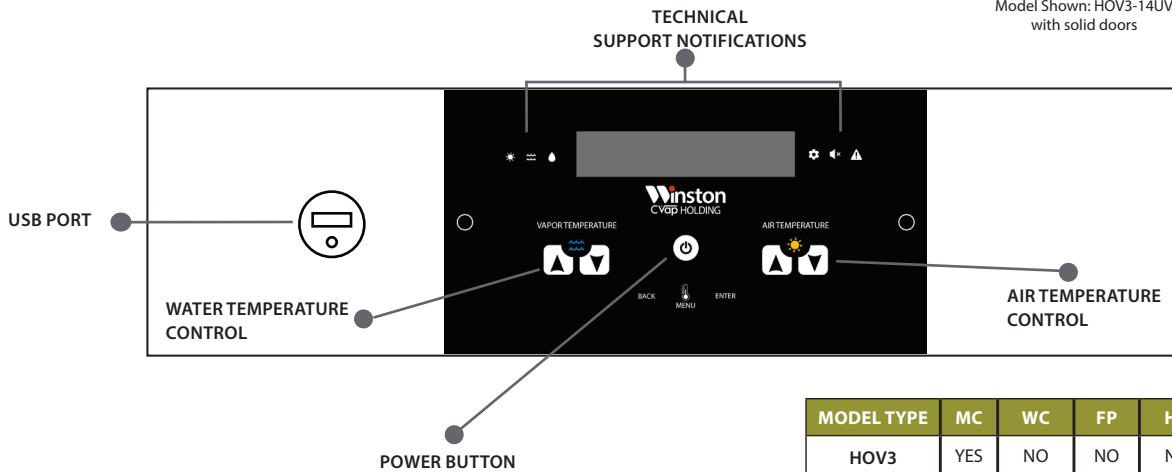
Full-Sized: Provides maximum capacity for high volume operators.

CVap® ADVANTAGE

The original humidified holding cabinet is still the best. CVap technology uses dry and vapor heat, in tandem, to control food temperature, and maintain it as moist or crisp as you want. Learn more at winstonfoodservice.com.



Model Shown: HOV3-14UV with solid doors



MODEL TYPE	MC	WC	FP	HD	CM	AP
HOV3	YES	NO	NO	NO	ON	NO

MC - Membrane Control HD - HACCP Temp Download
 WC - Wireless Connectivity CM - Convection Mode
 FP - Food Probe Ready AP - Audio

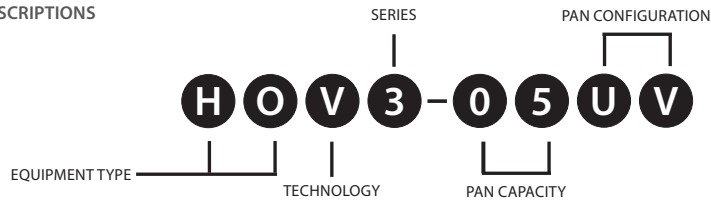


Cabinet Specifications

HOV3-05UV | HOV3-10UV | HOV3-14UV

MODEL NUMBER DESCRIPTIONS

EQUIPMENT TYPES
 HO = HOLDING
 CH = COOK/HOLD
 RT = RETHERM
 UB = UNIVERSAL BIN



PAN CONFIGURATIONS
 HP = HALF PAN
 SP = SHEET PAN
 UV = UNIVERSAL

MODEL #	CAPACITY			EXTERIOR DIMENSIONS **				ELECTRICAL					INT'L	SHIP WEIGHT LBS(KG)
	SHEET PAN (18" x 26")	HALF SHEET PAN (18" x 13")	HOTEL PAN (12" x 20" x 2.5")	STANDARD CASTER SIZE	HEIGHT IN.(MM)	DEPTH IN.(MM)	WIDTH IN.(MM)	VOLTS	PHASE	WATTS	AMPS	NEMA***		
HOV3-05UV	5	10	10	3"	39.41(1001)	34.23(869)	27.70(704)	120	1	1800	15	5-15P	Call Factory	250(113)
HOV3-10UV	10	20	20	5"	61.66(1566)	34.23(869)	27.70(704)	120	1	1800	15	5-15P	Call Factory	303(138)
HOV3-14UV	14	28	28	5"	75.66(1922)	34.23(869)	27.70(704)	120	1	2292	19.1	5-20P	Call Factory	420(190)

*Capacity - Determined by 3.5" (89mm) adjustable spacing, with a load limit of 65lb (29.25kg) per rack. | **Exterior Dimensions - Cabinet height is calculated with standard caster size. If 3" caster is standard, subtract 2.48" (63mm) for 1.5" wheels, add 2.31"(59mm) for 5" casters, subtract .25"(6mm) for 4" legs, and add 1.63"(41mm) for 6" legs. If 5" caster is standard, subtract 2.31"(59mm) for 3" casters, and subtract .69"(18mm) for 6" legs. | ***NEMA - Supplied with 84" (2134mm) (minimum) power cord and plug. The input average of current did not exceed the allowable amperage for the circuit listed.

CONTROL: Membrane control with vapor and air temperatures to be adjusted in 1°F increments. Processor controlled calibration-free thermistors, accurate within +/- 2°F and accommodates software updates via USB.

MATERIALS: To be commercial and institutional grade stainless steel interior and exterior.

DOORS: Insulated field-reversible door with magnetic handles. Full-sized units to include two dutch doors. Doors may be specified with windows (14UV only), pass-through, or a combination of both.

WATER FILL: Operated manually with low water detection. Auto-fill optional. Low mineral potable water recommended, otherwise use deionizer/demineralizer to minimize corrosion damage.

INSTALLATION REQUIREMENTS: Units to be installed with 2" (51mm) clearance on sides and may not be installed within proximity to anything emitting heat that would allow the exterior of the Winston cabinet to exceed surface temperatures of >200°F. Refer to owner's manual for specific installation requirements.

INDUSTRY COMPLIANT: Equipment complies with domestic and most international requirements; such as UL, C-UL, UL Sanitation, CE, MEA, EPA202, and others.

WARRANTY: Limited one-year warranty (excludes gaskets, lamps/lights, hoses, power cord, glass panels, and evaporator). Warranty disclaimer for improper cleaning, installation, and/or maintenance. Ask for complete warranty disclosure.

SPECIFY THE FOLLOWING WHEN ORDERING:

Standard (No additional cost):

- Hinge Preference: Left or right hinge
- Casters: See table above for standard caster size, additional options include 3" caster, 5" caster, and 6" legs.

Optional (Additional cost):

- Pass Through
- Pass Through-Glass*
- Bumper Guard Base
- Extended Warranty
- Glass Door*
- Cord Wrap
- Reinforced Top**
- Transport Package
- Auto Water Fill

* 14UV Only

** Available for 05UV only.

Accessories & Supplies (Additional cost):

- PS2206-4 Wire rack-chrome (4-pack)
- PS2206-5 Wire rack-chrome (5-pack)
- PS2938-4 Wire rack-stainless steel (4-pack)
- PS2980-2 Wire rail (2-pack)
- PS2696 Mobile water removal system
- PS3171 Leg and shelf kit for 05UV
- PS3174 Stacking kit for 05UV
- PS3167 Drain kit for stacked pair
- AC1006 8.125" top extension (14UV model only)
- AC1008 Cover, Rear Fan

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