



COMMONWEALTH OF VIRGINIA

**COUNTY OF HENRICO**

**IFB No. 22-2294-2LOC**

DEPARTMENT OF FINANCE  
Oscar Knott, CPP, CPPO, VCO  
Purchasing Director

February 17, 2022

Invitation for Bid

Annual Contract for Fire Sprinkler Systems Inspections,  
Testing, Maintenance, and Repair Services

**Subject:** Annual contract to furnish all tools, labor, equipment, and supervision necessary to provide Fire Sprinkler Systems Inspection, Testing, Maintenance, and Repair Services to County of Henrico, Virginia General Government and Henrico County Public Schools (HCPS), in accordance with the enclosed general terms, conditions and specifications.

Sealed bids in accordance with the conditions, specifications, and instructions below and on the attached sheets or drawings hereto, if any, will be received and accepted through eVA, the Commonwealth of Virginia's Procurement Portal (<https://eva.virginia.gov>) no later than **11:30 a.m.**, local prevailing time, **March 9, 2022** and will be opened and publicly read aloud through a WebEx meeting at <https://henrico.webex.com/meet/col119> or by phone at 1(415) 655-0002 US Toll; Access Code 473 662 308#. The WebEx meeting line will be made available for joining five (5) minutes prior to public opening.

Time is of the essence, and no bids will be received after the appointed time for submission. The time for the receipt of bids shall be determined by the time clock in eVA. Bidders are responsible for ensuring that their bid is submitted in eVA by the deadline indicated.

All Bidders shall use the enclosed Bid Form in submitting their bid prices. The Purchasing Division reserves the right to waive any informality in bids and to award in part or in whole or to reject any or all bids.

Nothing herein is intended to exclude any responsible Bidder, its product or service or in any way restrain or restrict competition. On the contrary, all responsible Bidders are encouraged to bid and their bid is solicited. Comments as to how bid documents, specifications or drawings can be improved are welcome.

Pursuant to Henrico County Code Section 16-43, the award will be made by the Purchasing Director.

This IFB and any addenda are available on the County of Henrico, Virginia website at <https://henrico.us/finance/divisions/purchasing>, and on eVA at <https://eva.virginia.gov/>.

Should you have any questions concerning this Invitation for Bid or bid submissions through eVA, please contact Leisel Collins at [COL119@henrico.us](mailto:COL119@henrico.us) no later than 12:00 pm noon on **February 24, 2022**.

Very truly yours,

Oscar Knott, CPP, CPPO, VCO  
Purchasing Director

Leisel O. Collins, CPPB, VCO, VCA  
Assistant Division Director

**I. SCOPE OF WORK/SERVICES**

**A. Purpose.**

The intent and purpose of this Invitation for Bid (IFB) is to establish a term contract with a qualified suppliers to furnish all tools, labor, materials, equipment, and supervision necessary to provide Fire Sprinkler Systems Inspections, Testing, Maintenance, and Repair Services to County of Henrico, Virginia General Government and Henrico County Public Schools (HCPS), as needed and requested in accordance with the enclosed general terms, conditions and specifications. As used in this IFB, the terms “County of Henrico” and “Henrico County Public Schools (HCPS)” refer to the County. This solicitation and resulting contract shall not require or permit the Successful Bidder to replace entire systems on a “furnish and install” basis.

**B. Historical Data.**

Below demonstrates the historical purchase of Fire Sprinkler Systems Inspections, Testing, Maintenance, and Repair Services for the last two fiscal years. This information is provided for informational purposes only with no guarantee to purchase a specific amount on the resultant contract from this solicitation.

<b>Fiscal Year</b>	<b>2020 - 2021</b>	<b>7/2021 – 1/2022</b>
<b>Approximate Amount Spent:</b>	\$ 151,647.58	\$ 73,979.11

**C. Cooperative Procurement.**

This procurement is being conducted by the County of Henrico, Virginia on behalf of all other public bodies of the Commonwealth of Virginia in accordance with the provisions of 2.2-4304 of the Code of Virginia, as amended. If agreed to by the Successful Bidder, other public bodies of the Commonwealth of Virginia may make purchases under the resulting contract at the prices set forth herein and in accordance with its terms, conditions and specifications, subject to any modifications necessary to comply with local policy or practice to which the Successful Bidder agrees. The Successful Bidder shall deal directly with any public body it authorizes to use the resulting contract. The County, its officials and its staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Successful Bidder 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 a County contract. The County assumes no responsibility for any notification of the availability of the resulting contract for use by other public bodies, but the Successful Bidder may conduct such notification.

**D. Specifications.**

1. The Successful Bidder shall furnish all tools, labor, materials, equipment, and supervision necessary to provide inside delivery of Fire Sprinkler Systems inspections, testing, maintenance, and repair services (emergency and non-emergency) to County of Henrico, General Government (Attachment E) and Henrico County Public Schools (Attachment F), as needed and requested in accordance with the enclosed general terms, conditions, and specification.
2. The County’s authorized representatives will work with the Successful Bidder to schedule all inspections, testing, and maintenance of the County’s Fire Sprinkler Systems. The next quarterly inspection which will be April-June. Some locations may also require three (3) and five (5) year inspections. It is imperative the Successful Bidder work with the County’s authorized representation to coordinate these services.

3. The Successful Bidder's certified licensed technicians who are familiar with the types of systems listed below and equipment, available to perform all required inspections, testing, and maintenance in compliance with the code in effect at the time of installation and shall be subject to re-inspections/testing by the County of Henrico.
4. The following are the types of sprinkler systems to be serviced during the specified months and in accordance with NFPA 25 and the County Policy:
  - a) **WATER FLOW DEVICES:** The Successful Bidder shall inspect, test, and maintain all building systems quarterly and annually.
    - i. **Quarterly:** January – March, April – June, July – September, October – December.
    - ii. **Annual:** July – September
  - b) **BACKFLOW PREVENTION DEVICES:** The Successful Bidder shall inspect, test, and maintain each building Backflow devices (both Domestic and Fire systems at General Government buildings and only Fire systems at HCPS buildings) annually and every five (5) year.
    - i. **Annual:** July - September
    - ii. **Five (5) year inspections**
  - c) **DRY PIPE SPRINKLER SYSTEM:** The Successful Bidder shall inspect, test, and maintain all dry pipe sprinkler systems quarterly, annually, every three-year, and every five-year.
    - i. **Quarterly:** January – March, April – June, July – September, October – December
    - ii. **Annual:** July – September
    - iii. **Three (3) year inspections**
    - iv. **Five (5) year inspections**
  - d) **DELUGE AND PREACTION SPRINKLER SYSTEMS:** The Successful Bidder shall inspect, test, and maintain all deluge and preaction sprinkler systems quarterly, annually, every three-year, and every five-year.
    - i. **Quarterly:** January – March, April – June, July – September, October – December
    - ii. **Annual:** July – September
    - iii. **Three (3) year inspections**
    - iv. **Five (5) year inspections**
  - e) **FIRE PUMP SYSTEMS:** The Successful Bidder shall inspect, test, and maintain all fire pump systems monthly (Pump Churn Test/Pump Run) and annually.
    - i. **Monthly**
    - ii. **Annual:** July – September
  - f) **STANDPIPE SYSTEMS:** The Successful Bidder shall inspect, test, and maintain all standpipe systems quarterly and annually.
    - i. **Quarterly:** January – March, April – June, July – September, October – December;
    - ii. **Annual:** July – September
  - g) **HYDRANTS:** The Successful Bidder shall inspect, test, maintain, and repair fire hydrants not maintained by the County annually and during summer months to ensure proper functioning in accordance with NFPA 25.
    - i. **Annual:** July – September

5. The Successful Bidder shall notify the County of all vandalism, accident or obsolescence of equipment and provide an estimate for repair base on time and materials. The County will provide written approval for repairs by the Successful Bidder after investigation.
6. Upon request for repair services (deficiencies resulting from the completion of inspection, testing, and maintenance or request for services), the Successful Bidder shall prepare and submit a detail written proposal to the County's authorized representatives with the estimated cost to repair the fire sprinkler system(s). The County may obtain repair estimates from multiple sources prior to authorizing the Successful Bidder to proceed with repair. The proposal shall include the following:
  - a) A number traceable to an invoice number and the contract number
  - b) Name and address of job sites
  - c) Type of fire sprinkler system
  - d) Description of repair services to be perform
  - e) Number of man hours, labor rate(s), and labor category
  - f) List of material, parts, and components which will be required to perform the repair
  - g) Start and completion dates (time involved for each job shall be jointly estimated by the County and the Successful Bidder)
7. Upon acceptance and approval of the proposal, the County will issue a Purchase Order which shall include the Successful Bidder's proposal with a "not to exceed" cost and the agreed upon starting and completion dates. No work shall be undertaken by the Successful Bidder until a written Purchase Order has been received. All work shall be completed within the time set forth in the Purchase Order. Failure to meet the time requirements established on the Purchase Order, without prior approval from the Contract Administrator or County's authorized representation, may result in the Successful Bidder being considered in default of the Terms and Conditions of this Contract.
8. The Successful Bidder shall not perform work which would result in exceeding the dollar limitation of the Purchase Order without first having obtained approval from the Contract Administrator or County's authorized representation, and a Change Order from the Purchasing Department.
9. The Successful Bidder shall adhere to the following procedure for inspection, testing, maintenance, and repair of all fire sprinkler systems:
  - a) Service technician must report to job site and meet with the County's contact personnel before servicing equipment and before leaving job site.
  - b) Personnel working on HCPS property, must report to the respective school security office and sign the visitor's log sheet before servicing fire sprinkler systems. The same personnel must sign out from the school security office before leaving school premises. It is critical that the school security staff be aware of the location of all visitors at all times.
  - c) Submit a service report/ticket to the County's authorized representatives of work performed and any deficiencies other than minor repairs. If additional repairs are required, The Successful Bidder shall submit a proposal with details of the deficiencies and estimated cost to correct the deficiencies.
  - d) Proposals must be identified with a number traceable to an invoice number and the Contract number.
10. The County reserve the right to witness and inspect all work performed, review data, request additional information, and repeat service as necessary to ensure that the services provided conform to the requirements specified herein. Callback service to make adjustments or repairs to equipment shall be provided at no additional cost to the County.

11. The Successful Bidder shall perform all inspection, testing, maintenance, and repair of fire sprinkler systems during normal school and business hours. the General Government and Henrico County Public Schools normal work hours are as follows:
- a) General Government normal business hours are Monday through Friday from 8:00 a.m. to 4:30 p.m.
    - i. Jail East, Jail West and Juvenile Detention normal business hours are Monday through Friday between 7:00 a.m. and 7:00 p.m. The Successful Bidder's personnel will be required to undergo a Sheriff's Office security clearance prior to working within the Jail facilities. A Sheriff's Office Contractor's badge will be issued upon completion of the security clearance and must be worn at all times while working in the Jail facilities. Access to Jail East and Jail West will be coordinated with designated Sheriff's Office personnel assigned to those facilities.
    - ii. DPU, Water Reclamation Facility (WRF) and Water Treatment Facility Normal work hours are Monday through Friday from 7:00 a.m. through 3:30 p.m.
    - iii. Recreation and Parks normal business hours are Monday through Friday between 6:30 a.m. and 3:00 p.m.
  - b) Henrico County Public Schools and School Administration Buildings normal school hours, with the exception of serving times for breakfast and lunch, are Monday through Friday from 7:00 a.m. to 4:30 p.m. and summer hours shall be Monday through Thursday from 7:00 a.m. to 5:30 p.m. A list of schools and serving times will be provided to the Successful Bidder after contract is awarded. **Work must not interfere with school activities or when conducting testing (SOLs).**
  - c) If earlier hours are needed to perform services, the County will work with Successful Bidder to accommodate.
  - d) General Government and HCPS buildings/facilities are closed Saturday, Sunday, and County/school holidays. No work is permitted on these days without the prior approval and consent by the County's authorized representatives. The County holidays are as follows:
    - i. General Government observed holidays are: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Day after Thanksgiving, Christmas Eve, and Christmas Day.
    - ii. HCPS observed holidays are: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and day after Thanksgiving, Winter Break (Week of Christmas into New Year).
    - iii. County's authorized representatives will notify the Successful Bidder of changes to these holidays.
12. The Successful Bidder shall invoice the County for services based on the price/rates provided on the Bid Form. Hourly rates per man hour for repair of fire sprinkler systems shall include all overhead, profit, insurance, union pension fund or contributions, workmen's compensation, unemployment insurance, social security, supervision and truck usage, etc. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of Successful Bidder's owned or rental equipment is not chargeable directly but is overhead and the cost shall be included.
13. The Successful Bidder shall be paid an hourly rate per man hour for maintenance and repair services as follows:
- a) Normal Hourly Rate shall be paid for productive time on the job site during normal school and business hours as specified.

- b) Overtime Hourly Rate shall be paid for repair services performed outside of normal school and business hours as specified and must be approved by the County's authorized representatives prior to work commencing. If work must be carried over and the Successful Bidder wishes to continue to work beyond the County's normal school and business hours, authorization for overtime work must be obtained from the County's authorized representatives prior to proceeding.
  - c) Emergency and Holiday Hourly Rate shall be paid for repair services to ensure equipment are in normal and safe operating condition as specified by the equipment manufacturer. Prior to the commence of work, the County's authorized representatives must approve all work to be perform on an emergency basis or on the General Government and HCPS observed holidays. If it is determined that the cause of the failure or malfunction was due to the Successful Bidder's failure to properly perform repair services, such repairs shall be completed at no cost to the County.
14. The Successful Bidder shall provide emergency and non-emergency repair services of each Fire Sprinkler Systems to ensure they are in normal and safe operating condition as recommended by the equipment manufacturer and the code in effect at time of installation as follows:
- a) Emergency repair services shall be provided 24 hours per day, seven days per week, including holidays. Service personnel shall respond at the site within four (4) hours after receiving the emergency call. Work on critical equipment must be completed as soon as possible. All emergency repairs must be approved by the County's authorized representative.
  - b) For non-emergency repair services, service personnel shall respond to the job site and be ready to initiate required repairs within 24 hours after receiving the request. Work on non-critical equipment may be completed as time permits within the agreement of Henrico County Public Schools or County of Henrico, General Government.
  - c) No more than one (1) licensed technician shall respond to a call for equipment repair. The County's authorized representative may grant authorization for additional technician or helper, if requested, to complete repairs in a timely manner. The Successful Bidder must present sufficient justification to request additional technician or helper. No additional compensation will be allowed for extra time or additional technician or helper without prior approval.
  - d) At the completion of services, a detailed electronic or paper service report/ticket for each equipment. The service reports/tickets shall include the following:
    - i. Date of services
    - ii. Building name, address of location, and type of each system serviced
    - iii. Details of work performed (inspections, testing, maintenance and/or repair), to include material, parts or components replaced
    - iv. Deficiencies and corrective action to be taken in accordance with the recognized code and maintenance standards
    - v. Technician name and signature
    - vi. County's authorized representatives name and signature
  - e) Bidders must provide with their Bid Form, their method of providing service reports/tickets and a sample copy of their service report/ticket.
15. Material, Parts, and Components.
- a) The Successful Bidder shall maintain a sufficient quantity of repair parts on hand or have ready access to these parts in order to prevent unnecessary downtime of equipment. The parts stock for all equipment covered in this solicitation shall be based on equipment manufacturer's recommendations for routine expendable parts, normal annual replacement parts and multi-year replacement parts.

- b) All materials, parts, and equipment used by the Successful Bidder in the performance of this Contract shall be new, free from defect, asbestos free, and must comply with the Original Equipment Manufacturer (OEM) parts, unless an acceptable/comparable and approved alternative is approved in writing by the County prior to work being performed. ***The use of used, shopworn, demonstrator, prototype, reconditioned or discontinued models' parts and components are strictly prohibited.***
  - c) Warranty period for parts, components and installation workmanship provided by the Successful Bidder shall be for a period of one (1) year after completion of the installation or within the manufacturer's warranty, whichever is the later period. The warranty period shall commence upon date of acceptance by the County.
  - d) The Successful Bidder shall provide all manufacturers' warranty documents to the County's authorized representatives upon completion of installation.
  - e) In accordance with the **Code of Virginia 2.2-4331**, no markup in the price of parts, materials and components will be permitted. The County will reimburse the Successful Bidder the cost of parts, materials, and components at their cost. The Successful Bidder must include a copy of their vendor's invoice (not print out or image) for the cost of parts, materials, and components used in the repair of the equipment. Failure to provide this information will cause the Successful Bidder's invoices to be returned and payment delayed.
  - f) Material, parts, and components shall be delivered to various County locations.
  - g) Bidders shall state on the Bid Form their policy on return of material, parts, and components.
16. The Successful Bidder shall maintain accurate records for each fire sprinkler system to include all inspection, testing, maintenance, repairs, service calls, replacement parts or components, and equipment modifications. The Successful Bidder shall make these records available during normal business hours for inspections by the County personnel and shall become the property of the County upon expiration or termination of the Contract.

E. Manufacturer's Warranty.

The County will use a manufacturer's approved service company for equipment currently under warranty. Payment for warranty repair services will be paid by the manufacturer of the equipment. If the Successful Bidder is an authorized service company for warranty repair, they may complete the service to manufacturer's specifications. The Successful Bidder shall not submit an invoice to the County for payment; however, a service report/ticket shall be generated to document the warranty repair. The Successful Bidder must produce supporting documentation to indicate they are an approved service company for warranty repair.

F. Asbestos.

Whenever and wherever during the course of performing any work under this Contract, the Successful Bidder discovers the presence of asbestos or suspects that asbestos is present, he/she shall stop the work immediately, secure the area, notify the County's authorized representatives and await positive identification of the suspect material. During the downtime in such a case, the Successful Bidder shall not disturb any surrounding surfaces, but shall protect the area with suitable dust covers. In the event the Successful Bidder is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Successful Bidder but without additional compensation due to the time extension.

G. Equipment, Beyond Economic Repair.

The Successful Bidder shall provide written notice to the County's authorized representatives of equipment considered Beyond Economic Repair, (BER), as determined by the Successful Bidder. The County's authorized representatives will on a case-by-case basis, have the option to consult a third party knowledgeable in the trade for an additional opinion to verify the claim of BER. In the event the equipment is considered repairable by the outside third party, the County's authorized representatives will have the flexibility to grant authorization of third-party to provide equipment repairs.

H. Damages.

The Successful Bidder shall be held responsible for any damage to the building and equipment caused during these inspections, tests, and maintenance which is determined to be the result of the Successful Bidder's failure to properly perform maintenance or repair services as recommended by the equipment manufacturer and the code in effect at time of installation. The Successful Bidder shall correct damages at no cost to the County.

I. Contract Administration.

Upon award, the County will designate individuals as authorized representatives to administer the work performed in conjunction with his contract. As the County's Contract Administrator or authorized representative, the interpreters of the conditions of the contract and the judge of its performance, they shall use all powers under the contract to enforce its faithful performance. The County Contract Administrator or authorized representative shall determine the amount, quality, acceptability, and fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator or designated representative shall have no authority to approve changes in the services which alter the contract terms or price. Any Contract modifications made must first be authorized by the County's Purchasing Director and issued as a written Amendment to the Contract.

J. Safety.

1. The Successful Bidder shall keep work areas in a safe condition and clean up daily after all work activities. The Successful Bidder shall also provide for any hazardous material storage facilities and disposal that may be required.
2. The Successful Bidder shall comply with and ensure that all its personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health. This will include by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the General Industry and for the Construction Industry. The Successful Bidder shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Successful Bidder.
3. Any operations of the Successful Bidder determined to be hazardous by the County, shall be immediately discontinued by the Successful Bidder upon receipt of either written or oral notice by the County to discontinue such practice.
4. During the execution of the work, the County reserves the right to suspend the work or reject the Successful Bidder's technicians and/or helpers who in the County's judgement are not adequately qualified to perform the work.
5. The Successful Bidder personnel and vehicles shall be easily identifiable. Successful Bidder shall provide identification badges with company name and logo to their personnel and shall be visibly worn at all times while on County property.
6. Successful Bidder vehicles parked on County property must display company name/identification. The Successful Bidder shall comply with all traffic and parking regulations.



7. The Successful Bidder or its personnel shall not consult with the HCPS employees or students regarding any issue of the construction nature, except in emergency situations and as necessary for the safety in scheduling school activities.
  8. The Successful Bidder shall be responsible at all times for the actions and work of its personnel who shall observe and comply with all regulations while on County property; failure to observe such regulations will be grounds for removal from County property.
- K. Successful Bidder's Personnel.
1. Fraternalization between the Successful Bidder or personnel and the County employees or students is prohibited on County property.
  2. Use of all school restrooms is strictly prohibited.
  3. Use of, eating from, or dining in school cafeterias are strictly prohibited.
  4. Use, consumption, and/or possession of any controlled substance, substances considered to be illegal, and alcohol are strictly prohibited on County property. Successful Bidder employees and their vehicles are subject to search by the Police during routine county-wide searches. "County property" includes land, buildings, facilities, parking lots, playgrounds, recreational areas and vehicles owned or rented by County of Henrico and Henrico County Public Schools.
  5. Use of tobacco products and/or cigarette smoking is strictly prohibited on school property at all times, including days and/or hours when school is not in session. This includes, but is not limited to, outdoor areas of school properties and personal or business vehicles present on school property. "Tobacco products" include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and beverage containers. "School property" includes land, buildings, facilities, parking lots, playgrounds, recreational areas and vehicles owned or rented by Henrico County Public Schools.
  6. Use or possession of weapons, firearms, or archery equipment of any types, including those intended for hunting, are strictly prohibited on County property. Construction workers and their vehicles are subject to search by the Police during routine County-wide searches. "County property" includes land, buildings, facilities, parking lots, playgrounds, recreational areas and vehicles owned or rented by County of Henrico and Henrico County Public Schools.
  7. Use of vulgar, suggestive, or abusive language and/or gestures is strictly prohibited on County property. "County property" includes land, buildings, facilities, parking lots, playgrounds, recreational areas and vehicles owned or rented by County of Henrico and Henrico County Public Schools.
  8. Use of radios, stereos, compact disc players, and/or other noise producing equipment shall be deemed unacceptable in occupied facilities if they are disruptive to the educational environment.

L. General Requirements.

1. The Successful Bidder, by submitting a bid for this Contract, certifies that he/she have under their employment, sufficient licensed/certified technicians, helpers, and equipment to meet the requirements as outlined in the Scope of Work/Services. licensed technicians and helpers who are factory trained and experienced in the inspection, testing, maintenance, and repair of Fire Sprinkler Systems. Licensed technicians must possess current applicable licenses or certification as required by law and has a minimum of three (3) years' experience. Bidders shall include in their bid response, copies of technicians' licenses and/or certifications and evidence of qualifications in performing the requirements of this Contract.
2. The Successful Bidder shall be capable of performing all aspects of the contract including but not limited to: fire suppression piping repairs and replacement, device replacement including all cabling, dry pipe, wet pipe, deluge/preaction, fire pumps, standpipe, and hydrants.
3. The Successful Bidder shall have a minimum of five (5) years' experience in providing inspection, testing, maintenance, and repair services of fire Sprinkler systems and must be a registered contractor in the Commonwealth of Virginia in accordance with Title 54.1, Chapter 11 of the Code of Virginia, as amended at the time of quote submission, and shall possess a Virginia Contractor's License Classification B or better (SPR) issued by the Commonwealth of Virginia Board of Contractors. Bidder shall provide proof of experience and a copy of license with their Bid Form.
4. The Successful Bidder shall perform all work in accordance with the requirements of National Fire Protection Association Standard for the Inspection, Testing, and Maintenance of Water Based Fire Protection Systems (NFPA 25) in compliance with the current edition of the Virginia Statewide Fire Prevention Code (SFPC) and the Virginia Construction Code (VCC) in effect at time of installation or any changes in codes revisions as they are adopted by the Commonwealth of Virginia.
5. The Successful Bidder shall ensure all personnel and equipment performing inspections, test, maintenance, and repairs comply with all applicable Federal, State and local laws, ordinances and regulations, the state Fire Marshal and State Building Codes, and the most stringent of the latest edition of the following referenced codes and standards, as they apply: American National Standards Institute (ANSI), American Society of Mechanical Engineers (ASME), American Society of Testing Materials (ASTM), and Occupational Safety and Health Standards (OSHA). Inspection and testing conducted in accordance with this contract shall not be considered an engineering review of the fire protection system.
6. The Successful Bidder shall properly dispose of all materials in accordance with the existing federal, state, and local laws, codes, ordinances and regulations.
7. The Successful Bidder shall ensure all personnel and equipment comply with all Federal, State, local, and industry regulations, standards, ordinances, and procedures in accordance with Occupational Safety and Health Standards (OSHA).
8. The Successful Bidder shall be responsible for obtaining all permits required to make repairs. The cost of the permit shall be the responsibility of the Successful Bidder.
9. Bidders shall provide a cell phone number, or phone number that may be used for emergency repair services with their Bid Form. It will be the responsibility of the Successful Bidder to update the County Purchasing Division of changes to the number provided.
10. It is intended that the Successful Bidder shall perform all work under this contract with the Successful Bidder's own forces and shall not sublet any portion of the Contract or the Contract hereby becomes non-assignable.

**11. Bids received with a minimum charge stipulation will be considered non-responsive.**

12. After execution of a contract, an On-Boarding meeting with the Successful Bidder and the County's General Government and HCPS authorized representatives will be held. It is critical that General Government and HCPS staff are aware of all visitors. Each individual reporting to work in any General Government and HCPS building/facility will be required to follow the reporting procedures.

**M. Delivery Requirements.**

1. The Successful Bidder shall work with the County's authorized representatives to coordinate and scheduled all services at a mutually agreed upon day and time for each building/facility and inform the County's authorized representatives of any discrepancies discovered.
2. The County's department authorize representatives will ensure a staff member of their team is available to escort the Successful Bidder's technician throughout the interior of the buildings.
3. The Successful Bidder technicians shall follow the requirements of the County's and departments policies in the performance of services.

**N. Invoicing Requirements.**

1. The Successful Bidder shall submit itemized invoices for each completion of work provided under the Contract. A complete invoice shall include but not limit to: contract number, purchase order number as supplied by the County, date of service, location name and address, type of system serviced, details of services performed, itemized quantity and copies of material, parts or component used on the job with invoices, itemizing technicians and helpers with the number of hours worked at the contracted hourly rates, copies of service reports/tickets signed by the County's representative, and any other pertinent information necessary to verify the invoice total.
2. The County will verify all charges on the Successful Bidder's invoices and reserve the right to request additional documentation or return invoice to Successful Bidder for correction if any discrepancy is discovered.
3. The Successful Bidder shall submit invoices to the County departments as follows:

**Lots 1 and 2: General Government, Building and Grounds**

County of Henrico  
**Building and Grounds**  
Attn: General Services, Financial Division  
P.O. Box 90775  
Henrico, VA 23273-0775  
Email: [GSFinancial@henrico.us](mailto:GSFinancial@henrico.us)

**Lot 3: General Government, Recreation and Parks**

County of Henrico  
**Department of Recreation and Parks**  
P.O. Box 90775  
Henrico, VA 23273-0775  
Email: [REC-Invoice@henrico.us](mailto:REC-Invoice@henrico.us)

**Lot 4: General Government, DPU, Water Reclamation Facility (WRF)**

County of Henrico  
**Department of Public Utilities, Water Reclamation Facility**  
9101 WRVA Road  
Henrico, VA 23231

**Lot 5: General Government, DPU, Water Treatment Facility (WTF)**

County of Henrico  
**Department of Public Utilities, Water Treatment Facility**  
Three Chopt Road  
Henrico, VA 23231

**Lot 6 and 7: Henrico County Public Schools**

Henrico County Public Schools  
**Construction and Maintenance Division**  
406 Dabbs House Rd  
Henrico, VA 23223

- O. Bid Submission Requirements.
1. Bidders shall submit as an attachment in eVA, a completed Bid Form in accordance with section II.DD. Instructions for submission in eVA is included in Attachment G.
  2. Complete bid submissions will include the following documents:
    - a) Bid Form, pages 26.
    - b) Bid Form, Pricing Schedule (Excel Document)
    - c) Bid Signature Sheet, page 27.
    - d) Business Category Classification Form, page 28.
    - e) Attachment A – Virginia SCC Registration Information, page 29.
    - f) Attachment B – Bidder’s Reference Sheet, page 30.
    - g) Attachment C – Direct Contact with Students, page 31.
    - h) Method of providing service report/tickets and a copy of service report/ticket (see section I.D.14.e)).
    - i) Policy on return of material, parts, and components (see section I.D.15.g)).
    - j) Copies of licensed/certified technicians capable of performing Contract requirements (section I.L.1.).
    - k) Proof of experience and copy of license (see section I.L.3.).
    - l) Cell phone number or phone number for emergency repair services (see section I.L.9.).

## II. GENERAL TERMS AND CONDITIONS:

All Bidders shall note that the Invitation for Bid (IFB) method of procurement does not allow any modifications or exceptions to the County's Section II., GENERAL TERMS AND CONDITIONS. Any modifications or exceptions made to this section shall cause your bid response to be considered non-responsive.

### A. Addenda:

1. Bidders are welcome to provide comments regarding how the bid documents, specifications or drawings can be improved. Bidders requesting clarification or interpretation of or improvements to the bid general terms, conditions, specifications or drawings shall make a written request which must reach the Purchasing Division, Department of Finance, at least eight (8) calendar days prior to the date set for the receipt of bids.
2. Any changes to the bid general terms, conditions, specifications or drawings shall be in the form of a written addendum from the Purchasing Division and it shall be signed by the Director of Purchasing, Department of Finance or a duly authorized representative.
3. An addendum shall be issued no later than six (6) calendar days prior to the date set for the receipt of bids. An addendum extending the date for the receipt of bids or an addendum withdrawing the Invitation for Bid may be issued anytime prior to the date set for the receipt of bids.
4. Each Bidder shall be responsible for determining that all addenda issued by the Purchasing Division for the Invitation for Bid have been received before submitting a bid for the work.
5. Each Bidder shall acknowledge the receipt of each addendum on the Bid Form.

### B. Annual Appropriations:

The contract resulting from this procurement ("Contract") shall be subject to annual appropriations by the Board of Supervisors of Henrico County, Virginia (the "Board"). Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funding is exhausted. The Successful Bidder ("Successful Bidder" or "Contractor") shall not be entitled to seek redress from the County of Henrico, Virginia (the "County") should the Board fail to make annual appropriations for the Contract.

### C. Authorization to Transact Business in the Commonwealth (Va. Code §2.2-4311.2):

1. Any business entity that enters into a written contract with the County that is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law.
2. Any business entity described in paragraph C.1 above that enters into a contract with the County must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth of Virginia if so required by Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the contract.

3. Any business entity organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its bid or proposal the identification number issued to it by the State Corporation Commission. (Attachment A) Any business entity that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law must include in its bid a statement describing why the Bidder or offeror is not required to be so authorized.
4. A Bidder described in subsection 3 that fails to provide the required information shall not receive an award unless a written waiver is granted by the Director of Finance, his/her designee, or the County Manager.
5. Any falsification or misrepresentation contained in the statement submitted by the Bidder pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County.
6. The County may, in its sole discretion, void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section, entitled "Authorization to Transaction Business in the Commonwealth."

D. Award of Contract:

1. The Purchasing Division reserves the right to waive any informality in bids and to award in part or in whole or to reject any or all bids. The reasons for the rejection shall be made a part of the contract file.
2. In case of a tie bid, preference shall be given to goods, services, and construction produced in the County or the State of Virginia or provided by persons, firms or corporations having principal places of business in the County or the State of Virginia, if such a choice is available; otherwise the tie shall be decided by lot. A County business shall be given preference over a State of Virginia business, if such a choice is available.
3. The Purchasing Division shall have the right, before awarding the contract, to require a Bidder to submit such evidence of its qualifications as it may deem necessary and may consider any evidence available to it concerning the financial, technical, and other qualifications and abilities of a Bidder. (See Attachment B)
4. It is the intent of the Purchasing Director to award a contract to the lowest responsive and responsible Bidder provided the bid does not exceed the funds available for the contract. **This bid will be awarded by Total Bid Price (Lots 1 through 6).** (See the Bid Form).
5. Notice of award or intent to award is posted on the Purchasing Division website: <https://henrico.us/finance/divisions/purchasing>.
6. The Bidder to whom the contract is awarded shall, within fifteen (15) days after prescribed documents are presented for signature, execute and deliver to the Purchasing Division the contract forms and any other forms required by the bid.

E. Bid Security:

Bidder is not required to furnish a bid security with this bid.

F. Bidder's Representation:

1. By submitting a bid in response to this Invitation for Bid, the Bidder certifies that it has read and understands the bid documents, specifications, and drawings, if any, and has familiarized itself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the work.

2. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site(s), shall in no way relieve any Bidder from any obligations with respect to its bid or to the contract.

G. Bonds:

The Successful Bidder is not required to furnish a Performance Bond and a Payment Bond for this contract.

H. Collusion:

By submitting a bid in response to this Invitation for Bid, the Bidder represents that in the preparation and submission of this bid, said Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person, Bidder or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I. Compensation:

1. The County shall not pay for any goods or services until the same have been actually received.
2. Successful Bidder shall provide the Purchasing Division their social security number upon request. Proprietorships, partnerships and corporations shall provide their federal employer identification numbers upon request (Va. Code § 2.2-4354.2).
3. The Successful Bidder shall submit a complete itemized invoice on each item or service, which is delivered under the contract. The Successful Bidder shall indicate the purchase order number on the front of each invoice and on the outside of each package or shipping container.
4. Cash discounts shall be deducted in accordance with the terms of the bid.
5. Payment shall be rendered to the Successful Bidder for satisfactory performance compliance with the general terms, conditions and specifications of this bid. The required payment date shall be either: (i) the date on which payment is due under the terms of the contract for the provision of such goods or services; or (ii) if such date is not established by contract, not more than forty-five days after goods or services are received or not more than forty-five (45) days after the Successful Bidder renders an invoice to the County, whichever is later (Va. Code § 2.2-4352).
6. Unless otherwise provided under the terms of the contract for the provisions of goods and services, if the County fails to pay by the payment date, the County agrees to pay the financial charge assessed by the Successful Bidder, which does not exceed one percent per month (Code of Virginia, Section 2.2-4354.4).

J. Contract Period:

1. The initial contract period shall be for the period of one year. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for 4 additional one-year periods at a price not to exceed 3% above the previous year's prices unless written approval is given by the Purchasing Director.
3. The Successful Bidder shall give at least 90 days' written notice to the County for any price increases and/or if it does not intend to renew the contract at any annual renewal.

4. The contract shall not exceed a maximum of 5 years.

K. Controlling Law; Venue

This contract is made, entered into, and shall be performed in the County, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from this Invitation for Bid, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

L. County License Requirement:

1. If a business is located in the County, it shall be unlawful to conduct or engage in that business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your bid. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.
2. If you are a contractor or speculative builder and (i) your principal or branch office is in the County or (ii) you do more than \$25,000 of business in the County, you are required to have a business license from the County. If you meet either of the above requirements, include a copy of your current license with your bid. The terms "contractor" and speculative builder" are defined in the County Code, §§ 20-558 and 20-560. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

M. Default:

1. If the Successful Bidder is wholly responsible for a failure to perform the Contract (including, but not limited to, failure to make delivery of goods, failure to complete implementation and installation, and/or if the goods and/or services fail in any way to perform as specified herein), the County may consider the Successful Bidder to be in default. In the event of default, the County will provide the Successful Bidder with written notice of default, and the Successful Bidder shall provide a plan to correct said default within 20 calendar days of the County's notice of default.
2. If the Successful Bidder fails to cure said default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Bidder shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

N. Drug-Free Workplace to be Maintained by the Contractor (Va. Code § 2.2-4312)

1. During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.



2. For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

O. Employment Discrimination by Successful Bidder Prohibited:

1. During the performance of this contract, the Successful Bidder agrees as follows (Va. Code § 2.2-4311):
  - (a) The Successful Bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Successful Bidder. The Successful Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting the provisions of this nondiscrimination clause.
  - (b) The Successful Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Successful Bidder, will state that such contractor is an equal opportunity employer.
  - (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Successful Bidder shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

P. Employment of Unauthorized Aliens Prohibited:

As required by Va. Code §2.2-4311.1, the Successful Bidder does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Q. Environmental Management:

The Contractor shall comply with all applicable federal, state, and local environmental regulations. The Contractor is required to abide by the County’s Environmental Policy Statement: [http://www.henrico.us/pdfs/risk/env\\_policy.pdf](http://www.henrico.us/pdfs/risk/env_policy.pdf) which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. The Contractor shall be properly trained and have any necessary certifications to carry out environmental responsibilities. The Contractor shall immediately communicate any environmental concerns or incidents to the assigned County Project Manager and the County Risk Manager.

R. General:

1. Sealed bids in accordance with the conditions, specifications, and instructions below and on the attached sheets or drawings hereto, if any, will be received through eVA, the Commonwealth of Virginia’s Procurement Portal (<https://eva.virginia.gov>) until, but no later than the time and date specified in the Invitation for Bid. **Sealed bids will only be accepted through eVA.**
2. In the solicitation or awarding of contracts, the County shall not discriminate because of the race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment.

3. The County utilizes the Commonwealth of Virginia eVA Supplier Web Site for selection of Bidders. If your company is not registered, a supplier application is available on the eVA web site, <https://eva.virginia.gov>.
- S. Indemnification:
- The Successful Bidder agrees to indemnify, defend and hold harmless the County (including Henrico Public County Schools), the County's officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Bidder, provided that such liability is not attributable to the County's sole negligence.
- T. Insurance:
- The Successful Bidder shall maintain insurance to protect itself and the County and the County's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of services under the Contract, whether such services are provided by the Successful Bidder or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. (See Attachment D)
- U. Modification of Bids:
1. A bid may be modified or withdrawn by the Bidder any time prior to the time and date set for the receipt of bids.
  2. Modified and withdrawn bids may be resubmitted through eVA up to the time and date set for the receipt of bids.
  3. No bid can be withdrawn after the time set for the receipt of bids and for ninety (90) days thereafter except as provided under the Withdrawal of Bid due to Error section.
- V. Negotiation with the Lowest Bidder:
1. If all bids received exceed the available funds for the proposed purchase, the County, pursuant to County Code provisions, may meet with the lowest responsive and responsible Bidder to discuss a reduction in the scope for the proposed purchase and negotiate a contract price within the available funds (County Code 16-48).
  2. After bid negotiations, the lowest responsible Bidder shall submit an addendum to its bid, which addendum shall include the change in scope for the proposed purchase, the reduction in price and the new contract value.
  3. If the proposed addendum is acceptable to the County, the County may award a contract within funds available to the lowest responsible Bidder based upon the amended bid.
  4. If the County and the lowest responsible Bidder cannot negotiate a contract within available funds, all bids shall be rejected.
- W. No Discrimination against Faith-Based Organizations:
- The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

X. Opening of Bids:

1. All bids received on time by the Purchasing Division through eVA, the Commonwealth of Virginia's Procurement Portal (<https://eva.virginia.gov>) will be opened and publicly read aloud through a WebEx meeting at <https://henrico.webex.com/meet/col119> and by phone at 1(415) 655-0002 US Toll; Access Code 473 662 308#. The WebEx meeting will be made available for joining five (5) minutes prior to public opening.
2. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract (Va. Code § 2.2-4342C).
3. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records (Va. Code § 2.2-4342E).

Y. Product Evaluation/Testing:

1. The Purchasing Division shall have the option to evaluate and/or test any item offered in this Invitation for Bid prior to award of the contract. If the Purchasing Division elects to evaluate and/or test an item, the Bidder shall provide all samples required for evaluation and/or testing at no charge within **7 (seven) calendar days** of the request by the Purchasing Division. Samples shall be sent to:

County of Henrico  
Attention: Leisel Collins  
Purchasing Division  
8600 Staples Mill Road  
Henrico, VA 23228

2. Upon the completion of the evaluation and/or testing by the Purchasing Division, the Bidder shall be responsible for the pick-up/return freight of the samples. If return arrangements are not confirmed within seven (7) calendar days after notification from the Purchasing Division that samples are available for return, the Purchasing Division reserves the right to dispose of said samples.

Z. Record Retention/County Audits:

1. The Successful Bidder shall retain, during the performance of the contract and for a period of five years from the completion of the contract, all records pertaining to the Successful Bidder's bid and any contract awarded pursuant to this Invitation for Bid. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including Successful Bidder's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Bidder's normal working hours.
2. County personnel may perform in-progress and post-performance audits of the Successful Bidder's records as a result of a contract awarded pursuant to this Invitation for Bid. Files shall be available on demand and without notice during normal working hours.

AA. Safety:

1. The Successful Bidder shall comply with and ensure that the Successful Bidder's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Bidder shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and materials to safely accomplish the work specified and performed by the Successful Bidder.
2. The Successful Bidder shall have, at each location at which the Successful Bidder provides goods and/or services, a supervisor who is competent, qualified, or authorized on the work site, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and must be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Bidder's personnel from the work site.
3. In the event the County determines any operations of the Successful Bidder to be hazardous, the Successful Bidder shall immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

BB. Minority-, Woman-, Service Disabled Veteran-Owned, Small Business and Employment Services Organizations:

1. It is the policy of the County to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.
2. The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.
3. All formal solicitations are posted on the Commonwealth of Virginia eVA website and the County's website at <https://henrico.us/finance/divisions/purchasing/> and may be viewed under the Bids and Proposals link.

CC. Subcontracts:

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Bidder desires to subcontract some part of the work specified in the Contract, the Successful Bidder shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Bidder shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

DD. Submission of Bids:

1. All Bidders shall use the enclosed Bid Form in submitting their bid prices through eVA. **The Purchasing Division shall not accept oral bids or bids received by telephone, telecopier (FAX machine), email or hard copy submissions. Bids will only be accepted through eVA.**
2. All prices must be F.O.B. delivered to the point as indicated in this bid. The County will grant no allowance for boxing, crating, or delivery unless specifically provided for in this bid.
3. The Bid Form must be completed in blue or black ink. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
4. All erasures, insertions, additions, and other changes made by the Bidder to the Bid Form shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in the bid, may be rejected by the Purchasing Division as being incomplete or nonresponsive.
5. The Bid Form must be signed in order to be considered. If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the Bidder must indicate the corporate title of the individual signing the bid.
6. Bidders must upload and submit all required documents and pricing by the time and due date for the Bids. eVA will automatically determine the time for the receipt of Bids. eVA will not permit a Bidder to submit a Bid after the time for receipt of bids. Bidders bear all responsibility for ensuring their Bids and supporting documentation are submitted on time. The County bears no responsibility for a Bidder's inability to submit a complete Bid submission timely for any reason, any problems with internet connectivity, or the Bidder inability to access eVA. Bidders are encouraged to submit bids with sufficient time to resolve any technical problems they may experience.
7. The time for the receipt of bids shall be determined by the time clock in eVA. Bidders are responsible for ensuring that their bids are submitted in eVA by the deadline indicated.
8. All bids received in eVA by the deadline indicated will be kept sealed and unopened until the time and date set for the opening of bids.
9. All line items must be filled in. It is understood and agreed, if Bidder indicates a "0" dollar amount on the Bid Form, the product or service shall be provided at no charge.

EE. Successful Bidder's Obligation to Pay Subcontractors:

1. The Successful Bidder awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to the Successful Bidder by the County for work performed by the Successful Bidder's subcontractor(s) under the contract (Va. Code § 2.2-4354):
2. Pay the subcontractor(s) for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor(s) under the contract; or
3. Notify the County and subcontractor(s), in writing, of their intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

4. The Successful Bidder shall pay interest to the subcontractor(s) on all amounts owed by the Successful Bidder that remain unpaid after seven (7) days following receipt by the Successful Bidder of payment from the County for work performed by the subcontractor(s) under the contract, except for amounts withheld as allowed in subparagraph 1.(b) of this section. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.
5. The Successful Bidder shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor(s).
6. The Successful Bidder's obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section may not be construed to be an obligation of the County. A contract modification may not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

FF. Successful Bidder's Performance:

1. Goods and services must be delivered and rendered strictly in accordance with this bid and shall not deviate in any way from the terms, conditions, prices, quality, quantity, delivery instructions, and specifications of this bid.
2. All goods and/or services delivered and/or rendered shall comply with all applicable federal, state, and local laws, and shall not infringe any valid patent or trademark. The Successful Bidder shall indemnify, keep, save, and hold the County, its officers and employees, harmless from any liability for infringement and from any and all claims or allegations of infringement by the Bidder or the County, its officers and employees, arising from, growing out of, or in any way involved with the goods delivered or services rendered pursuant to this purchase.
3. In the event that suit is brought against the County (including Henrico County Public Schools), its officers and/or its employees, either independently or jointly with the Successful Bidder, the Successful Bidder shall defend the County, its officers and employees, in any such suit at no cost to the County and the County's officers and employees. In the event that final judgment is obtained against the County, its officers, and/or its employees, either independently or jointly with the Successful Bidder, then the Successful Bidder shall pay such judgment, including costs and attorneys fees, if any, and hold the County, its officers and employees, harmless therefrom.
4. The Successful Bidder shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
5. The Successful Bidder shall not, in its product literature or advertising, refer to this purchase or the use of the Bidder's goods or services by the County, Virginia.
6. The Successful Bidder shall cooperate with County officials in performing the specified work so that interference with the County's activities will be held to a minimum.
7. The Successful Bidder shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this purchase order.

GG. Taxes:

1. The County is exempt from the payment of federal excise or state sales taxes on all tangible, personal property for its use or consumption except taxes paid on materials that will be installed by the Bidder and become a part of real property.
2. If a Bidder is bidding on materials that require installation by the Bidder and become a part of real property, the applicable taxes shall be included in the lump sum bid price for the installation of the material and not as a separate charge for taxes. The taxes shall be an obligation of the Successful Bidder and not of the County, and the County shall be held harmless for same by the Successful Bidder.
3. The Purchasing Division will furnish a Tax Exemption Certificate (Form ST-12) upon request and if applicable to this contract.
4. When a Bidder lists a separate tax charge on the Bid Form and the tax is not applicable to the purchase by the County, the Bidder will be allowed to delete the tax from its bid.

HH. Termination of the Contract:

1. If the Successful Bidder should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Successful Bidder's insolvency, or if the Successful Bidder should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to deliver the goods or services within the time specified, or if the Successful Bidder otherwise defaults, then the County may without prejudice to any other right or remedy, and after giving the Successful Bidder seven (7) calendar days written notice, terminate the employment of the Successful Bidder and procure such goods or services from other sources. In such event, the Successful Bidder shall be liable to the County for any additional cost occasioned by such failure or other default.
2. In such cases, the Successful Bidder shall not be entitled to receive any further payment. If the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Successful Bidder shall pay the difference to the County.
3. Notwithstanding anything to the contrary contained in the contract between the County and the Successful Bidder, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving 30 days written notice to the Successful Bidder.

II. Trade Secrets/Proprietary Information:

Subject to the limitations of Va. Code § 2.2-4342(F), trade secrets or proprietary information submitted by a Bidder in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342(F)).

JJ. Use of Brand Names/Product Information:

1. Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted (Va. Code § 2.2-4315).

2. If bidding other than specified, the Bidder will clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the Bid Form to enable the Purchasing Division to determine whether the product offered meets the requirements of the solicitation. Safety Data Sheets and descriptive literature will be provided with the Bid Form for each chemical and/or compound offered. Failure to do so may cause the bid to be considered nonresponsive and rejected.
3. It shall be understood that the burden of proof for an “equal” product shall be and remain the sole responsibility of the Bidder. The County’s decision of approval or disapproval of a proposed alternate shall be final. Nothing herein is intended to exclude any responsible Bidder, its product or service or in any way restrain or restrict competition.

KK. Withdrawal of Bid Due to Error (Other than Construction):

1. A Bidder may withdraw its bid from consideration if the price bid was substantially lower than the next low responsive bid due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.
2. The Bidder shall give written notice of their claim to withdraw their bid to the Purchasing Division within two business days after the conclusion of the bid opening procedure. (Va. Code § 2.2-4330). Written notice shall be emailed to the Purchasing Director at [KNO008@henrico.us](mailto:KNO008@henrico.us) with a copy to Leisel Collins at [COL119@henrico.us](mailto:COL119@henrico.us) and must include all work papers, documents and materials used in the preparation of the Bid.
3. The Purchasing Division will inspect the written evidence submitted by the Bidder with the request and if the Purchasing Division can verify to its satisfaction and sole discretion that the mistake was a non-judgmental mistake, the Bidder will be allowed to withdraw the bid.
4. No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%). (Va. Code § 2.2-4330C).
5. No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit directly or indirectly from the performance of the project for which the withdrawn bid was submitted.
6. If a bid is withdrawn under authority of this section, the next lowest responsive and responsible Bidder shall be deemed to be the low Bidder.
7. If the Purchasing Division denies the withdrawal of a bid under the provisions of this section, it shall notify the Bidder in writing stating the reasons for its decision and award the contract to such Bidder at the bid price, provided such Bidder is a responsible and responsive Bidder.



LL. Occupational Safety & Health Policy Statement:

The Contractor shall comply with all applicable federal, state, and local occupational safety and health standards. The Contractor is required to abide by the County's Occupational Safety & Health Policy Statement: [https://henrico.us/pdfs/risk/h\\_safety\\_policy.pdf](https://henrico.us/pdfs/risk/h_safety_policy.pdf) which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access County property and locations. The Contractor shall be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Contractor shall immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

MM. Direct Contact with Students Certification:

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

**The County cannot award a contract to a Bidder that does not complete the Attachment C as part of their submission.**

NN. Tobacco-Free Requirement:

Henrico County Public Schools ("HCPS") has a tobacco-free policy on school property. Therefore, the use or display of tobacco products by the Contractor, its suppliers and/or subcontractors on school property is strictly prohibited at all times, including days and/or hours when school is not in session. This includes, but is not limited to, outdoor areas of school properties and personal or business vehicles present on school property.

"Tobacco products" include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and coffee mugs.

"School property" includes land, buildings, facilities, and vehicles owned or rented by HCPS. School property includes parking lots, playgrounds and recreational areas.

**BID FORM**

County of Henrico  
Department of Finance  
Purchasing Division  
8600 Staples Mill Road  
P. O. Box 90775  
Henrico, Virginia 23273-0775

I/We hereby propose to furnish all tools, labor and equipment necessary to provide inside delivery of Fire Sprinkler Systems Inspection, Testing, Maintenance, and Repair Services in accordance with the enclosed general terms, conditions and specifications contained in **IFB No. 22-2294-2LOC**. The Bid Form must be completed in blue or black ink. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. My/Our prices are as follows:

**PRICES QUOTED SHALL BE FOB DESTINATION. Freight charges and any other associated cost shall be included in the bid price.**

**Quantities listed are an estimate only; actual usage could be more or less during the contract period.**

**BIDDERS MUST BID ON ALL LINE ITEMS WITHIN EACH LOT TO BE CONSIDERED FOR AWARD.**

**IF OFFERING ANY ITEM AT NO CHARGE, INDICATE \$0 ON THE BID FORM FOR THAT LINE ITEM.**

**COMPLETE THE ATTACHED PRICING SCHEDULE (EXCEL DOCUMENT).**

My/Our payment terms are:\_\_\_\_\_. If Bidder offers a cash discount for prompt payment, it will only be considered in determining the lowest responsible Bidder if the Bidder allows at least twenty (20) days for the prompt payment after the goods or services are received or after the invoice is rendered, whichever is later.

Indicate whether your business \_\_\_\_\_is or \_\_\_\_\_is not located in the County, if it is, please include a copy of your County business license with your bid.

I/We acknowledge the receipt of:

Addendum No.\_\_\_\_\_Dated\_\_\_\_\_.

Addendum No.\_\_\_\_\_Dated\_\_\_\_\_.

Addendum No.\_\_\_\_\_Dated\_\_\_\_\_.

**BID SIGNATURE SHEET**

My signature certifies that the bid as submitted complies with all requirements specified in this Invitation for Bid (“IFB”) 22-2294-2LOC – Annual Contract for Fire Sprinkler Systems Inspection, Testing, Maintenance, and Repair Services.

My signature also certifies that by submitting a bid in response to this IFB, the Bidder represents that in the preparation and submission of this bid, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this bid.

LEGAL NAME OF BIDDER (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
SIGNATURE:
NAME OF PERSON SIGNING (print):
TITLE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:
DATE:

## BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: \_\_\_\_\_

This form completed by: Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES) BELOW.**

**(Check all that apply.)**

- SMALL BUSINESS
- WOMEN-OWNED BUSINESS
- MINORITY-OWNED BUSINESS
- SERVICE-DISABLED VETERAN
- EMPLOYMENT SERVICES ORGANIZATION
- NON-SWaM (Not Small, Women-owned or Minority-owned)

**SUPPLIER REGISTRATION** – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered?  Yes  No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

\_\_\_\_\_ NUMBER \_\_\_\_\_ DATE

### DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

**"Small business"** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

**"Women-owned business"** means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

**"Minority-owned business"** means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

**"Minority individual"** means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

**"Service disabled veteran business"** means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

**"Service disabled veteran"** means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

**"Employment services organization"** means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT A

**VIRGINIA STATE CORPORATION COMMISSION (SCC)**  
**REGISTRATION INFORMATION**

**The Bidder:**

is a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ **-OR-**

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

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

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

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:

**ATTACHMENT B**

**BIDDER’S REFERENCE SHEET**

Each Bidder shall complete this Bidder’s Reference Sheet for evaluation by the County of Henrico and submit it with the Bid Form.

1. Years in Business: Indicate the length of time you have been in business providing this type of goods/services.

---

2. Reference:

Indicate below a listing of at least 3 recent references for which you have provided this type of goods/services. Include the date service was furnished and the name and address of the client; and the name, email address and telephone number of the contact person.

1. Date: \_\_\_\_\_  
 Client: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Email: \_\_\_\_\_

2. Date: \_\_\_\_\_  
 Client: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Email: \_\_\_\_\_

3. Date: \_\_\_\_\_  
 Client: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Email: \_\_\_\_\_

**ATTACHMENT C**  
**DIRECT CONTACT WITH STUDENTS**

Name of Bidder: \_\_\_\_\_

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

**As part of this submission, I certify the following:**

- None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A); an offense involving the sexual molestation, physical or sexual abuse, or rape of a child;**

**And (select one of the following)**

- None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of any felony or any crime of moral turpitude.**

**or**

- One or more individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or crime of moral turpitude that is not set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A) and does not involve the sexual molestation, physical or sexual abuse, or rape of a child. (In the case of a felony conviction meeting these criteria, the contractor must submit evidence that the Governor has restored the individual’s civil rights.).**

\_\_\_\_\_  
*Signature of Authorized Representative*

\_\_\_\_\_  
*Printed Name of Authorized Representative*

\_\_\_\_\_  
*Printed Name of Vendor  
(if different than Representative)*

**ATTACHMENT D  
Insurance Specifications  
County of Henrico**

**The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.**

**Please be sure and review the Additional Requirements Section**

The Successful Bidder shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. **The certificate must not show in the description of operations section that is issued specific to any bid, job, or contract.** The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

**Workers' Compensation**

Statutory Virginia Limits  
 Employers' Liability Insurance - \$100,000 for each Accident by employee  
 \$100,000 for each Disease by employee  
 \$500,000 policy limit by Disease

**Commercial General Liability**

\$1,000,000 each occurrence including contractual liability for specified agreement  
 \$2,000,000 General Aggregate (other than Products/Completed Operations)  
 \$2,000,000 General Liability-Products/Completed Operations  
 \$1,000,000 Personal and Advertising injury  
 \$ 100,000 Fire Damage Legal Liability

**Business Automobile Liability** – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

**Umbrella Liability**

\$2,000,000 Per Occurrence and in the aggregate



**Additional Requirements**

In addition to the requirements above, the Successful Bidder shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if checked:

- Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with statute for Medical Professional)**  
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.
- Cyber Liability - \$2,000,000 Per Occurrence**  
Required if the Scope includes the collection and electronic transmittal of Protected Health Information (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.
- Abuse and Molestation Coverage - \$1,000,000 Per Occurrence**  
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.
- Pollution Liability - \$1,000,000 Per Occurrence**  
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.
- Explosion, Collapse & Underground Coverage (XCU)**  
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.
- Builders Risk Coverage**  
Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.
- Other as Specified Below**

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**NOTE 1:** The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder's responsibilities outlined in the contract documents.

**NOTE 2:** The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

**NOTE 3:** Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

**NOTE 4:** The Certificate Holder Box shall read as follows:  
County of Henrico  
Risk Management  
PO Box 90775  
Henrico, VA 23273

## ATTACHMENT E

## GENERAL GOVERNMENT BUILDINGS AND ADDRESSES

BUILDINGS	ADDRESS
Administration Building (Western Government Center)	4301 E. Parham Road
Administration Annex (Western Government Center)	4301 E. Parham Road
Animal Shelter	10421 Woodman Road
Armour House	4001 Clarendon Road
Belmont Park Recreation Center	1600 Hilliard Road
Central Automotive Maintenance	10301 Woodman Road
The Springs Recreation Center	302 Lee Avenue
Courts Building (Western Government Center)	4301 E. Parham Road
Cultural Arts Center	2880 Mountain Road
Deep Run Recreation Center	9900 Ridgefield Parkway
Dorey Park Recreation Center	2999 Darbytown Road
DPU, Water Reclamation Facility	9101 WRVA Road
DPU, Water Treatment Facility	10111 Three Chopt Road
East Health Clinic	1400 N. Laburnum Avenue
Eastern Government Center	3820 Nine Mile Road
Eastern Henrico Recreation Center	1440 N. Laburnum Avenue
Economic Development Authority	4300 E. Parham Road
Fairfield Area Library	1401 N. Laburnum Avenue
Fairfield Annex	1001 N. Laburnum Avenue
Fire Training Facility	10403 Woodman Road
Firehouse 3	1310 E. Washington Street
Firehouse 5	6911 Lakeside Avenue
Firehouse 7	2701 E. Laburnum Avenue
Firehouse 8	8000 Patterson Avenue
Firehouse 9	9401 Quioccasin Road
Firehouse 10	6313 Horsepen Road
Firehouse 12	3803 West End Drive
Firehouse 13	12491 Church Road
Firehouse 14	5210 Technology Blvd
Firehouse 15	3820 Mountain Road
Firehouse 16	5381 Shady Grove Road
Firehouse 17	110 N. Gaskins Road
Firehouse 18	4410 Darbytown Road
Firehouse 19	12324 Kain Road
Firehouse 21	1201 Virginia Center Parkway
Firehouse 22	3790 Westerre Parkway

Gayton House	10700 Gayton Road
Glen Allen Library	10501 Staples Mill Road
Henrico Theater	305 E. Nine Mile Road
Hidden Creek Recreation Center	2417 Brockway Lane
Human Services	8600 Dixon Powers Drive
Jail East	17320 New Kent Highway
Jail West	4301 E. Parham Road
Juvenile Courts & Probation	4201 E. Parham Road
Juvenile Detention	4201 E. Parham Road
Lakeside Center	5623 Lakeside Avenue
Libbie Mill Library	2100 Libbie Lake East Street
Mental Health East	3908 Nine Mile Road
Mental Health West	10299 Woodman Road
North Park Library	8508 Franconia Road
Parking Deck (Western Government Center)	4301 E. Parham Road
Police Annex	8040 Shrader Road
Police Central Station	7850 Villa Park Drive
Public Safety	7721 E. Parham Road
Public Utilities Operations	10401 Woodman Road
Public Works Administration	10431 Woodman Road
Public Works Road Crew	10431 Woodman Road
Recreation & Parks Maintenance Shop (Woodman Road)	10305 Woodman Road
Sandston Library	23 E. Williamsburg Road
Three Lakes Nature Center	400 Sausiluta Drive
Training Center	7701 E. Parham Road
Tuckahoe Annex	1700 N. Parham Road
Tuckahoe Library	1901 Starling Drive
Twin Hickory Library	5001 Twin Hickory Road
Twin Hickory Recreation Center	5011 Twin Hickory Road
Varina Library	1875 New Market Road
Walkerton Tavern	2892 Mountain Road

**ATTACHMENT F**  
**HENRICO COUNTY PUBLIC SCHOOLS AND ADDRESSES**

SCHOOLS	ADDRESS
Adult Education Center – Highland Springs	201 E. Nine Mile Road, Highland Springs, VA 23075
Arthur Ashe ES	1001 Cedar Fork Road, Henrico, VA 23223
Baker ES	6651 Willson Road, Henrico, VA 23231
Brookland MS	9200 Lydell Drive, Henrico, VA 23228
Chamberlayne ES	8200 St. Charles Road, Henrico, VA 23227
Colonial Trail ES	12101 Liesfeld Farm Drive, Glen Allen, VA 23059
Crestview ES	1901 Charles Street, Henrico, VA 23226
Davis ES	8801 Nettlewood Drive, Henrico, VA 23229
Deep Run HS	4801 Twin Hickory Road, Glen Allen, VA 23060
Donahoe ES	1801 Grave Road, Sandston, VA 23150
Dumbarton ES	9000 Hungary Spring Road, Henrico, VA 23228
Echo Lake ES	5200 Francistown Road, Glen Allen, VA 23060
Elko MS	5901 Elko Road, Sandston, VA 23150
Fair Oaks ES ( <i>Heads in multipurpose storeroom, systems coming off domestic</i> )	201 Jennings Road, Highland Springs, VA 23075
Freeman HS	8701 Three Chopt Road, Henrico, VA 23229
Gayton ES	12481 Church Road, Henrico, VA 23233
Glen Allen ES	11101 Mill Road, Glen Allen, VA 23060
Glen Allen HS	10700 Staples Mill Road, Glen Allen, VA 23060
Glen Lea ES	3909 Austin Avenue, Henrico, VA 23222
Godwin HS	2101 Pump Road, Henrico, VA 23233
Greenwood ES	10960 Greenwood Road, Glen Allen, VA 23059
Harvie ES	3401 Harvie Road, Henrico, VA 23223
Henrico HS	302 Azalea Avenue, Henrico, VA 23227
Hermitage HS	8301 Hungary Spring Road, Henrico, VA 23228
Highland Springs HS	15 S. Oak Avenue, Highland Springs, VA 23075
Holman MS	4701 Pouncey Tract Road, Glen Allen, VA 23059
Hungary Creek MS	4909 Francistown Road, Glen Allen, VA 23060
Johnson ES	5600 Bethlehem Road, Henrico, VA 23230
Kaechele ES	5680 Pouncey Tract Road, Glen Allen, VA 23059
Lakeside ES	6700 Cedar Croft Street, Henrico, VA 23228
Longan ES	9200 Mapleview Avenue, Henrico, VA 23294
Longdale ES	9500 Norfolk Street, Glen Allen, VA 23060

Maybeury ES	901 Maybeury Drive, Henrico, VA 23229
Mehfoud ES	8320 Buffin Road, Henrico, VA 23231
Montrose ES ( <i>Heads in gym storeroom, systems coming off domestic</i> )	2820 Williamsburg Road, Henrico, VA 23231
Moody MS	7800 Woodman Road, Henrico, VA 23228
New Bridge Learning Center	5915 Nine Mile Road, Henrico, VA 23223
Nuckols Farm ES	12351 Graham Meadows Drive, Henrico, VA 23233
Pinchbeck ES	1275 Gaskins Road, Henrico, VA 23233
Pocahontas MS	12000 Three Chopt Road, Henrico, VA 23233
Quioccasin MS ( <i>Four heads in spray booth in technology room</i> )	9400 Quioccasin Road, Henrico, VA 23233
Ratcliffe ES	2901 Thalen Street, Henrico, VA 23223
Ridge ES	8910 Three Chopt Road, Henrico, VA 23229
Rivers Edge ES	11600 Holman Ridge Road, Glen Allen, VA 23059
John Rolfe MS	6901 Messer Road, Henrico, VA 23231
Sandston ES ( <i>Heads in storeroom of gym and main building basement old boiler room, systems coming off domestic</i> )	7 Naglee Avenue, Sandston, VA 23150
Seven Pines ES	301 Beulah Road, Sandston, VA 23150
Shady Grove ES	12200 Wyndham Lake Drive, Glen Allen, VA 23060
Short Pump ES	3425 Pump Road, Henrico, VA 23233
Short Pump MS	4701 Pouncey Tract Road, Glen Allen, VA 23060
Skipwith ES	2401 Skipwith Road, Henrico, VA 23294
Springfield Park ES	4301 Fort McHenry Pkwy., Glen Allen, VA 23060
Three Chopt ES	1600 Skipwith Road, Henrico, VA 23229
Trevvett ES	2300 Trevvett Drive, Henrico, VA 23228
Tuckahoe ES	701 Forest Avenue, Henrico, VA 23229
Tuckahoe MS	9000 Three Chopt Road, Henrico, VA 23229
Twin Hickory ES	4900 Twin Hickory Lake Dr, Glen Allen, VA 23060
Varina ES	2551 New Market Road, Henrico, VA 23231
Varina HS	7053 Messer Road, Henrico, VA 23231
Virginia Randolph	2204 Mountain Road, Glen Allen, VA 23060
Ward ES	3400 Darbytown Road, Henrico, VA 23231
Wilder MS	6900 Wilkinson Road, Henrico, VA 23227

**ATTACHMENT G**  
**INSTRUCTIONS FOR SUBMISSION IN eVA**



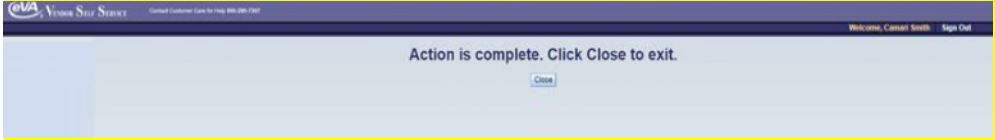
**Quick Steps for Submitting an Electronic Response to an IFB Solicitation**

Need help? Call eVA Customer Care at 866-289-7367 or Email [eVACustomerCare@dgs.virginia.gov](mailto:eVACustomerCare@dgs.virginia.gov)

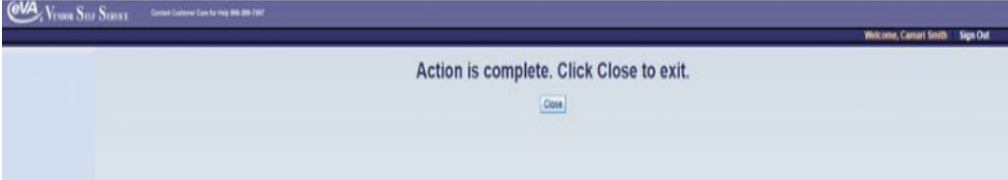
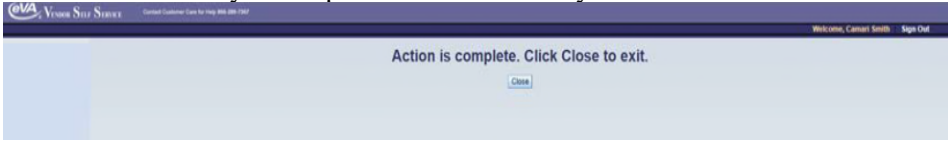
General Requirements

- Your business must be eVA registered and in active status.
- **AVOID waiting until the day the solicitation closes to submit your response.**
- **Delaying submission could put your response at risk of not being accepted on time.**

<b>1</b>	<b>Login to eVA</b>	Login with your eVA account <i>user name</i> and <i>password</i> @ <a href="https://vendor.epro.cgipdc.com/loginEngine/index.jsp">https://vendor.epro.cgipdc.com/loginEngine/index.jsp</a> ** If you have not registered, use the <i>Register</i> button.
<b>2</b>	<b>Find the Solicitation</b>	<ul style="list-style-type: none"> <li>i. Enter solicitation number/description into the <b>Search</b> field.</li> <li>ii. Click the <b>Search</b> icon</li> <li>iii. Click the <b>View Opportunity</b> button on the solicitation you wish to view. Didn't find it? Use the <b>Advanced Search</b> filters.</li> </ul>
<b>3</b>	<b>Review Solicitation &amp; begin the response</b>	<ul style="list-style-type: none"> <li>i. Review the solicitation posting and attachments.</li> <li>ii. Click <b>Respond Online</b></li> </ul>
<b>4</b>	<b>Response Steps:</b> 1: Solicitation Response	<ul style="list-style-type: none"> <li>i. Click on <b>+Solicitation Summary</b> for a summary of the solicitation.</li> <li>ii. <b>Attach Your Files (Optional)</b>. *The maximum size allowed for each file is <b>60.0MB</b>. <ul style="list-style-type: none"> <li>a. Click <b>Attach Files</b> button</li> <li>b. Click <b>Browse/Choose File</b>, locate the file you want to attach, and click <b>Open</b>, select file attachment <b>Type:</b> Standard, or Proprietary; repeat this step as necessary to attach more files.</li> <li>c. Click <b>Attach File(s)</b> button</li> </ul> </li> <li><b>NOTE:</b> If you need to attach more than five files, repeat a-c.</li> <li>iii. Respond to <b>Evaluation Criteria, Reminders, Discounts (Optional)</b>, and enter any <b>Overall Response Comments</b> as applicable.</li> <li>iv. Click <b>Next: Line Items</b></li> <li><b>NOTE:</b> A warning pop-up confirmation message will appear if there were no attachment/s added. Click <b>Cancel</b> to edit response and add an attachment or click <b>Continue</b> to respond to the Line Items.</li> </ul>

<p>2: Lines Items</p> <p>3: Subcontractor Plan</p> <p>4: Response Summary</p>	<p>i. Click <b>No Bid Lot</b> to No Bid a Lot <b>or</b> Click <b>Undo No Bid Lot</b> to Undo No Bid a Lot (if applicable).</p> <p>ii. For lines, you would like to respond to, enter your responses in <b>Unit Price</b> and <b>Delivery Days</b>.</p> <p><b>NOTE:</b> Additional per line item information, can be provided by expanding the <b>Comments, Product Specs, and Shipping/Handling Details</b> links.</p> <p>iii. For lines, you do not wish to respond to, select <b>No Response</b> from the Response Type drop-down box.</p> <p>iv. Click <b>Next: Subcontractor Plan</b></p> <p><b>NOTE:</b> Small Business Subcontracting Plan Submission, refer to the instructions provided in the solicitation.</p> <p>i. Click <b>Next: Review &amp; Submit</b></p> <p><b>NOTE:</b> A warning pop-up confirmation message will appear if you have not answered the subcontractor plan questions, “Who will be doing the work?”. Click <b>Cancel</b> to edit response and add a subcontractor plan or click <b>Continue</b> to review and submit the respond.</p> <p>i. Review response and click <b>Submit</b></p> <p>ii. Confirm submission of response by clicking the <b>Submit</b> button on the pop up.</p> <p><b>NOTE:</b> You will receive an “<b>Action is complete. Click Close to exit.</b>” confirmation <u>screen once your response has successfully submitted.</u></p>  <p>iii. Click <b>Close</b></p>
<p>5</p>	<p><b>Verify Acceptance / Review Response</b></p> <p>i. From the <b>Home</b> page, Click the <b>My Business</b> dropdown box and click the <b>Responses</b> link (top of page)</p> <p>ii. Find the solicitation number and corresponding Response ID, if labeled “<b>Accepted</b>” your response has been accepted.</p> <p>iii. To Review the response, click the <b>View/Edit Response</b> button</p>



<p>6</p>	<p><b>Amend Response</b></p>	<ul style="list-style-type: none"> <li>i. From the <b>Home</b> page, click the <b>My Business</b> dropdown box and click the <b>Responses</b> link (top of page).</li> <li>ii. Find the latest version of your solicitation response and click the <b>View/Edit Response</b> button.</li> <li>iii. Click <b>Edit</b> button (top of page), status will now be showing <b>“In Progress”</b></li> <li>iv. Update information as necessary to this page</li> <li>v. Click <b>Next: Line Items</b></li> </ul> <p><b>NOTE:</b> A warning pop-up confirmation message will appear if there were no attachments added. Click <b>Cancel</b> to edit response and add an attachment or click <b>Continue</b> to navigate to the Line Items.</p> <ul style="list-style-type: none"> <li>vi. Update information as necessary to this page</li> <li>vii. Click <b>Next: Subcontractor Plan</b></li> </ul> <p><b>NOTE:</b> Small Business Subcontractor Plan Submission, refer to the instruction provided in the solicitation.</p> <ul style="list-style-type: none"> <li>viii. Click <b>Next: Review &amp; Submit</b></li> </ul> <p><b>NOTE:</b> A warning pop-up confirmation message will appear if you have not answered the subcontractor plan questions, <b>“Who will be doing the work?”</b>. Click <b>Cancel</b> to edit response and add a subcontractor plan or click <b>Continue</b> to review and submit the respond.</p> <ul style="list-style-type: none"> <li>ix. Review response and click <b>Submit</b></li> <li>x. Confirm submission of response by clicking the <b>Submit</b> button on pop up.</li> </ul> <p><b>NOTE:</b> You will receive an <b>“Action is complete. Click Close to exit.”</b> confirmation screen once your response has successfully submitted.</p>  <ul style="list-style-type: none"> <li>xi. Click <b>Close</b></li> </ul>
<p>7</p>	<p><b>Withdraw Response</b></p>	<ul style="list-style-type: none"> <li>i. From the <b>Home</b> page, click the <b>My Business</b> dropdown box and click the <b>Responses</b> link (top of page).</li> <li>ii. Find the latest version of your solicitation response and click the <b>View/Edit Response</b> button.</li> <li>iii. Click <b>Withdraw</b> (top of page)</li> <li>iv. Confirm and click <b>Withdraw</b> on pop up</li> </ul> <p><b>NOTE:</b> You will receive an <b>“Action is complete. Click Close to exit.”</b> confirmation screen once your response has successfully submitted.</p>  <ul style="list-style-type: none"> <li>v. Click <b>Close</b></li> <li>vi. Status under <b>Response</b> will now be <b>Withdrawn</b></li> </ul>

<p><b>8</b></p>	<p><b>Print Response</b></p>	<ul style="list-style-type: none"> <li>i. From the <b>Home</b> page, click the <b>My Business</b> dropdown box and click the <b>Responses</b> link (top of page).</li> <li>ii. Find the latest version of your solicitation response and click the <b>View/Edit Response</b> button.</li> <li>iii. Click <b>Next: Line Items</b></li> <li>iv. Click <b>Next: Subcontractor Plan</b></li> <li>v. Click <b>Next: Review &amp; Submit</b></li> <li>vi. Click <b>Print</b></li> <li>vii. Click <b>Exit</b></li> </ul>
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