



COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

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

IFB No. 23-2531-5JMH

May 12, 2023
Invitation for Bid

Grounds Maintenance Equipment, Parts, and Repair Services

Subject: Annual contract to furnish all tools, labor and equipment necessary to provide new grounds maintenance equipment, OEM parts, and repair services to the County of Henrico, Virginia and Henrico County Public Schools (collectively, the “County”), 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 **2:30pm**, local prevailing time, **May 26, 2023** and will be opened and publicly read aloud through a WebEx meeting at <https://henrico.webex.com/meet/her034> or by phone at 1(415) 655-0002 US Toll; Access Code 732-375-015. 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 Justin Herbaugh in writing at her034@henrico.us no later than **May 17, 2023**.

Very truly yours,

Justin M. Herbaugh, VCA, VCO
Procurement Analyst II

I. SCOPE OF WORK/SERVICES

A. Purpose.

1. The intent and purpose of this Invitation for Bid (IFB) is to establish term contracts with multiple qualified suppliers to furnish all tools, materials, supplies, labor, equipment, and supervision necessary to provide new grounds maintenance equipment, OEM parts, and repair services to the County of Henrico, Virginia and Henrico County Public Schools (collectively, the “County”), as needed and requested in accordance with the enclosed general terms, conditions and specifications.
2. Contract award will be made to the responsive and responsible Bidders who submit the lowest Extended Price per Lot. The lowest responsive and responsible Bidders shall be designated the Successful Bidders to provide equipment, parts, and repair services.
3. The County reserves the right to increase or decrease the number of awarded Bidders based on the number of responsive and responsible bids received on behalf of this solicitation and prices received.

B. Historical Data.

1. This is a new requirement to establish a term contract with qualified suppliers to assist the County with ground maintenance equipment, parts, and repair services. As such, no historical data has been established at this time.
2. The County owns and operates several types of ground maintenance equipment by various manufacturers that may require corrective maintenance, preventative maintenance, condition-based repairs, warranty-based repairs, and spare parts.
3. Equipment includes, but is not limited to, string trimmers, backpack blowers, stick edgers, walk-behind blowers, push mowers, zero-turn mowers (both professional and commercial), tillers, bed edgers, rotary cutters, pole pruners, chainsaws, sprayers, and drills.
4. The County’s current equipment manufacturers include:

Bear Cat (Crary ®)	Billy Goat	Bobcat - Landscaping	Briggs & Stratton	Cub Cadet
Echo	ExMark	Honda - Engines	Honda – Power Equipment	Husqvarna
Hustler Turf Equipment	John Deere – Commercial / Turf	John Deere - Golf	Kawasaki - Engines	Kohler - Engines
Kubota	Little Wonder	Massey Ferguson	Scag Power Equipment	Shindaiwa
STIHL	Titan Tool	Toro	Toro - Golf	Ventrac

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 Bidders, 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 Bidders agrees. The Successful Bidders 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 Bidders 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 Bidders may conduct such notification.

D. Specifications.

1. Grounds Maintenance Equipment and Parts.

- a. Ground Maintenance Equipment furnished under this contract, including all materials and parts used for the construction of such manufacturing equipment, shall be new. No irregular, imperfect, used, demonstration unit, or second-hand equipment will be accepted.
- b. All parts and materials furnished under this contract shall be OEM authorized parts. **No exceptions. No used, damaged, imperfect, or reconditioned parts will be accepted.**
- c. The Successful Bidders price for equipment and parts must include shipping and delivery costs. **No additional fees (such as shop supplies fees, set-up fees, etc.) will be accepted. Any Special-Order parts, that include expedited shipping charges, must be approved in advance by the County's authorized personnel.**
- d. Bidders shall provide an electronic copy of their current Manufacturer's Suggested Retail Price (MSRP) list(s) prior to award of a contract. The Successful Bidder may also be requested by the County to provide updated MSRP list(s) at any time during the contract period.
- e. Successful Bidders shall warrant that all parts supplied under this contract will not void existing equipment or manufacturer's warranties.
- f. The Successful Bidders shall deliver all orders for parts in their entirety unless arrangements for partial shipments/delivery are made in advance. The Successful Bidders must provide, with each delivery, an invoice showing the description of each item, quantity, and unit price.
- g. This contract does **not** include filters, batteries, or tires.

- h. In the event a Successful Bidder fails to meet the response times, the County reserves the right to secure the required goods and services from other source. Repeated failure to comply with the response time listed may result in termination of the contract.
- i. The County shall not be obligated to purchase or pay for products until they are ordered and received by the County's authorized representatives. The County reserves the right to refuse any product delivered that has not been approved or ordered by an authorized representative.

2. Repairs to County-Owned Grounds Equipment.

- a. This is a new requirement to establish a term contract with qualified firm(s) to assist the County with grounds maintenance equipment repairs. The Successful Bidder shall supplement when the County's staff is unable to perform needed repairs.
- b. The Successful Bidders' technician(s) shall perform maintenance and repair services in a professional manner which maintains the integrity of the original design and operation of the County's equipment. All work shall be conducted using only the best commercial workmanship practices and OEM parts.
- c. No repairs or maintenance performed under any resultant contract will be considered complete until reviewed and accepted by the County's authorized or designated representatives. The County will remain the sole judge of the acceptability of all work performed on equipment. Any work deemed not acceptable shall be corrected by the Successful Bidders at no cost to the County.
- d. Unless agreed upon on a case-by-case basis, Successful Bidders shall be responsible for pick-up and delivery of equipment requiring repair services. The County will reimburse Successful Bidders at the contracted labor rate, not to exceed one hour per direction. When multiple pieces of equipment are picked up and/or returned, only one fee shall apply.
- e. The Successful Bidders shall have secure and/or gated garage/enclosures to ensure the safekeeping of County property. The Successful Bidders shall be responsible for any damage or loss of County equipment while on the Successful Bidder's property.
- f. The County requires that delivery for equipment repairs be made within forty-five (45) days after receipt of order. If a determination has been made that the repairs cannot be made within the required time frame, the County may request to cancel repairs and seek service elsewhere.
- g. The County may pick up orders from Successful Bidders when it is in the best interest of the County. In these instances, the Successful Bidders shall only release the equipment to the authorized end user of that Department.
- h. The Successful Bidders shall submit cost estimates/quotes/proposals to the County's authorized or designated representatives for review and approval prior to the performance of any work.

- i. Email is the preferred method for receipt and approval of any estimates, quotes, and/ or proposals. The Successful Bidders shall assume all liability and responsibility for work performed without proper authorizations.
- j. The Successful Bidders shall complete all work within the timeframe indicated in the estimate/quote/proposal. Any deviation from the timeframe indicated must be submitted and approved by the County's authorized or designated representatives.
- k. Upon request, Successful Bidders shall provide all parts removed during repair of the unit to the end user for verification purposes. If a core charge is related, the County should be notified on the estimate prior to completion of repairs.

E. General Requirements.

- 1. The Successful Bidders shall be a firm regularly engaged in the sale of ground maintenance equipment, genuine OEM parts and related supplies, and an authorized full-service repair facility for manufacturers listed in section I.B.4. above.
- 2. Upon request, Bidders may be required to submit a letter of authorization or certification from the manufacturer allowing distribution of OEM parts and performing proprietary work on applicable equipment.
- 3. Equipment, parts, supplies, and repair services rendered by Successful Bidders shall be done in accordance with to the manufacturer's recommendations and comply with all applicable laws, ordinances, rules, and regulations.
- 4. The Successful Bidders must be located either within the County of Henrico, or within **thirty-five (35) miles** of Henrico County Western Government Center, 4301 East Parham Road, Henrico, VA 23228 as determined by the shortest **drivable** distance in Google Maps, to accommodate County personnel in timeliness and transporting equipment for repair.
- 5. The Successful Bidders operating under this contract agree to comply with all Federal, State, and local statutes including but not limited to the United States Occupational Safety and Health Standards ("OSHA"), Virginia Occupational Safety and Health ("VOSH"), and United States Environmental Protection Agency ("EPA"), and Virginia Department of Environment Quality ("DEQ") regulations. The Successful Bidders shall bear the cost of all fines and legal expenses for not complying with the applicable federal, state, and local laws, ordinances, and regulations.
- 6. It is the County's expectation that the Successful Bidders perform all work under this contract with the Successful Bidder's own workforce and equipment. No portion of the contract shall be subcontracted without prior approval by the County (Section II., CC.).
- 7. Successful Bidders shall provide a point of contact(s) for receiving orders from the County. County departments shall designate authorized representatives to contact the Successful Bidders by e-mail, fax, or telephone to place an order for parts or repairs. The request will include the requested equipment, part, or part number (if known), repair issue, and delivery requirements.

F. Delivery Requirements.

1. The Successful Bidders shall work with the County's authorized or designated representatives for the purchase of ground maintenance equipment and coordinate/scheduled repair services at a mutually agreed upon day and time.
2. All equipment, parts and supplies shall be delivered, FOB destination, to the end user's requested location during the hours of 8:00am – 4:30pm, unless otherwise agreed upon by both the Successful Bidder and authorized representative.
3. Successful Bidders must maintain adequate stock to ensure immediate delivery of requested grounds maintenance related accessories, parts, and supplies. For the replenishment of County stock: 72 hours, or three business days, is acceptable.

G. Invoicing Requirements.

1. Successful Bidders shall submit comprehensive, itemized invoices for each finalized purchase of ground maintenance equipment, parts, and repair services, to include but not be limited to the following:
 - a. Purchase order number as supplied by the County.
 - b. Copy of initial estimate/quote/proposal for requested repair services.
 - c. If for purchased equipment or parts: manufacturer, detailed name or description of the equipment or parts purchased, part number, quantity, unit price, discount percentage, extended prices, and total invoice amount.
 - d. If for repair services: number of labor hours, contracted labor rates, subtotal of labor cost, part numbers, quantity of parts, detailed description of parts and materials used (if applicable), unit price, discount percentage, extended prices, subtotal cost of parts, and total cost invoice amount.
2. The County will verify all charges on the Successful Bidder's invoices and reserves the right to request additional documentation, return invoice to Successful Bidders for correction, or adjust the invoice for the corrected amount if any questionable charges or unauthorized charges are discovered.
3. Invoices shall be mailed to the address listed at the bottom of the Purchase Order Form. The County shall not be deemed in receipt of an invoice that is not properly addressed.
4. The Successful Bidders may not use the County's good faith dispute of an invoice to ignore other request for service or to refuse to perform other work for the County.

H. Warranty

1. The Successful Bidders warrant that all equipment, accessories, parts, supplies, and repairs provided shall be consistent with the Manufacturer's specifications and shall be free from defects when received and accepted.

2. All **products** provided by the Successful Bidders are warranted to be free from defects for thirty (30) days, or in accordance with the Successful Bidder's warranty terms, whichever is greater. Equipment or parts which are discovered to have defects shall be replaced at no additional cost to the County.
3. Successful Bidders warrants that all **repairs** provided shall be free from defects for ninety (90) days, or in accordance with the Successful Bidder's warranty terms, whichever is greater. If there are repairs to be done during the warranty period, the Successful Bidders shall transport the equipment to their shop and return it to the County's location after the repairs are completed at no cost to the County.

I. Bid Submission Requirements.

1. Bidders shall submit as an attachment in eVA, a completed Bid Form in accordance with section II.DD.
2. Complete bid submissions will include the following documents:
 - a. Bid Form
 - b. Bid Signature Sheet
 - c. Business Category Classification Form (Attachment B)
 - d. Virginia SCC Registration Information (Attachment A)
 - e. Bidder's Reference Sheet (Attachment C)
 - f. Direct Contact with Students Form (Attachment F)
 - g. MSRP List(s)

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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 any time 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 C)
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 Lot, based on the Bid Form Scenario.** (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 will not be obligated to pay for any goods or services until the same have been actually received. For the avoidance of doubt, while estimates and proposals will be used to identify the projected scope of work, to establish a not-to-exceed price, and to aid in scheduling the work, they do not necessarily entitle a Successful Bidder to issue invoices to or demand payments from the County in an amount equal to the amount listed on the estimate or proposal; if a Successful Bidder works fewer hours or uses fewer materials than were included in an estimate or proposal, the Successful Bidder will not be entitled to payment for any time not worked or any materials not used.
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 (1) year through date of award. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for four (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 five (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. Termination by County:

1. The County may terminate the contract for cause or for convenience.
2. Termination for Cause

- a. If the Successful Bidder fails to perform the contract, in whole or in part, the County shall give the Successful Bidder written notice of the default and the opportunity to cure it by a stated deadline.
- b. If the Successful Bidder fails to cure its default by the deadline, then the County may terminate the contract, in whole or in part, by providing written notice of termination to the Successful Bidder. The notice of termination shall state the effective date of termination. A partial termination shall set forth the nature and scope of the termination.
- c. Unless the notice of termination states otherwise, the Successful Bidder shall stop performing the contract when it receives the notice of termination.
- d. An equitable adjustment in the contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Bidder receives the notice of termination minus the County's cost to complete the Successful Bidder's work. The Successful Bidder shall not be entitled to payment for services rendered or goods delivered after the date the Successful Bidder receives the notice of termination or for reimbursement of any cost the Successful Bidder incurs after the date the Successful Bidder receives the notice of termination. If the County's cost to complete the Successful Bidder's work exceeds the unpaid balance due to the Successful Bidder, the County will not owe the Successful Bidder any money; instead, the Successful Bidder shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.
- e. Unless the parties expressly agree in writing otherwise, the County may transmit notices of default and termination for cause by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Bidder shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Bidder shall be deemed to be in receipt of any notice the County sends by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Bidder shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.
- f. If the Successful Bidder receives two notices of default, the County shall not be obligated to give the Successful Bidder the opportunity to cure any subsequent defaults but may terminate the contract in accordance with this section.
- g. If it is determined that the Successful Bidder knowingly made a false certification in violation of the Responsible Bidder Certification section of this IFB, the County may terminate the contract for cause. In terminating the contract for this cause, the County shall not be obligated to give the Successful Bidder the opportunity to cure.
- h. If any act or omission of the Successful Bidder (including the Successful Bidder's employees, agents, subcontractors, and assigns) arising out of the performance of the contract causes any person to suffer bodily injury that involves substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty, then the County shall not be obligated to give the Successful Bidder the opportunity to cure its default but may terminate the contract in accordance with this section.
- i. Any remedies this section affords to the County are non-exclusive, and the County may enforce any remedy available at law or in equity in connection with any default of the Successful Bidder. Termination of the contract for cause does not relieve the

Successful Bidder of liability for damages the County sustains because of the Successful Bidder's breach.

3. Termination for Convenience

- a. The County may terminate the contract, in whole or in part, whenever the Purchasing Director determines that such termination is in the County's best interest.
- b. The County must give the Successful Bidder written notice of a termination for convenience. The notice must specify the extent to which the contract is terminated and the effective termination date. The effective termination date shall be at least seven calendar days after the date the County issues the notice of termination for convenience.
- c. An equitable adjustment in the contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Bidder receives the notice of termination. The Successful Bidder shall not be entitled to payment for services rendered or goods delivered after the date the Successful Bidder receives the notice of termination, and the Successful Bidder shall not be entitled to payment for any costs it incurs after the date it receives the notice of termination.
- d. Unless the County's notice specifies otherwise, the Successful Bidder must stop work on the date it receives the notice of termination.
- e. Unless the parties expressly agree otherwise, the County may transmit notices of termination for convenience by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Bidder shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Bidder shall be deemed to be in receipt of any notice sent by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Bidder shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.

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 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 County Public Schools) and the County's officers, agents, and employees ("Indemnified Parties") from any damages, liabilities, and costs, including attorneys' fees, arising from any claims, demands, actions, or proceedings made or brought against one or more of the Indemnified Parties by any person, including any employee of the Successful Bidder, related to 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 negligence of the County.

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 E)

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/her034> and by phone at 1(415) 655-0002 US Toll; Access Code 732-375-015. 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: Justin M. Herbaugh
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 attorney's 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. Non-Exclusive Contract.

Nothing in this Invitation for Bid constitutes an offer or promise to purchase any goods or services exclusively from the Successful Bidder. The County reserves the right to purchase good and services similar to, or the same as, the goods and services that are subject of this Invitation for Bid from other sources.

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 with a copy to Justin Herbaugh at her034@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 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. Responsible Bidder Certification

1. "Responsible bidder" means a person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance, and who has been prequalified, if required.
2. In determining whether a Bidder is responsible, the County will consider whether the Bidder has defaulted on any government contract in the last five years; whether any government has terminated a contract with the Bidder for cause in the last five years; and whether Bidder or any of its officers, directors, partners, or owners is currently barred from bidding on contracts by any federal, state, or local government agency.
3. As part of its submission, Bidder must certify that it has not defaulted on any government contract in the last five years or must explain any such default in reasonable detail. The County may deem any such explanation of default insufficient if it does not include contact information for the government on whose contract Bidder defaulted.
4. As part of its submission, Bidder must certify that no government has terminated a contract with the Bidder for cause in the last five years or must explain any such termination for cause in reasonable detail. The County may deem any such explanation of termination for cause insufficient if it does not include contact information for the government that terminated a contract with the Bidder for cause.
5. As part of its submission, Bidder must certify that neither it nor any of its officers, directors, partners, or owners is currently barred from bidding on contracts by any federal, state, or local government body. If Bidder cannot make such certification, Bidder must explain any ban in reasonable detail. The County may deem any such explanation insufficient if it does not include contact information for the public body that barred Bidder or Bidder's officer, director, partner, or owner from bidding on any federal, state, or local government body's contract.
6. If the Bidder fails to submit certifications or explanations in accordance with this section, the County may deem the bid nonresponsive and reject it.
7. The Bidder must notify the County immediately if the Bidder discovers that its certification was erroneous when submitted or has become erroneous.
8. The fact that a Bidder defaulted on a government contract in the last five years; the fact that a government terminated a contract with the Bidder for cause in the past five years; or the fact that Bidder or any of its officers, directors, partners, or owners has been barred

from bidding on contracts by any federal, state, or local government body will not necessarily result in the County deeming the Bidder nonresponsible.

9. If it is later determined that the Successful Bidder knowingly made a false certification, the County may terminate the contract for cause.

NN. 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 F as part of their submission.

OO. 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 ground maintenance equipment, parts, and repair services, in accordance with the enclosed general terms, conditions and specifications contained in **IFB No. 23-2531-5JMH**. 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 charges (delivery, handling, surcharges, environmental fees, etc.) shall be included in the bid price.

The Discount Percent off Equipment and Parts, if any, shall be from the current Manufacturer’s Suggested Retail Price (“MSRP”) list.

AWARD WILL BE MADE BY LOT. BIDDERS DO NOT HAVE TO SUBMIT A BID FOR ALL LOTS TO BE CONSIDERED RESPONSIVE. HOWEVER, BIDDERS MUST PROVIDE AN EQUIPMENT PERCENT DISCOUNT, PARTS PERCENT DISCOUNT, AND HOURLY LABOR RATE TO BE CONSIDERED RESPONSIVE. ZERO (0) IS AN ACCEPTABLE ENTRY FOR THE EQUIPMENT AND PARTS PERCENT DISCOUNT IF NO MSRP DISCOUNT IS OFFERED.

LOT	Manufacturer & Category	Discount off MSRP (Equipment)	Discount off MSRP (Parts)	Shop Labor Rate for Certified Repairs
1	Bear Cat (Crary ®)	%	%	\$_____ / hour
2	Billy Goat	%	%	\$_____ / hour
3	Bobcat - Landscaping	%	%	\$_____ / hour
4	Briggs & Stratton	%	%	\$_____ / hour
5	Cub Cadet	%	%	\$_____ / hour
6	Echo	%	%	\$_____ / hour
7	ExMark	%	%	\$_____ / hour

LOT	Manufacturer & Category	Discount off MSRP (Equipment)	Discount off MSRP (Parts)	Shop Labor Rate for Certified Repairs
8	Honda – Engines	%	%	\$_____ / hour
9	Honda – Power Equipment	%	%	\$_____ / hour
10	Husqvarna	%	%	\$_____ / hour
11	Hustler Turf Equipment	%	%	\$_____ / hour
12	John Deere – Commercial / Turf	%	%	\$_____ / hour
13	John Deere - Golf	%	%	\$_____ / hour
14	Kawasaki – Engines	%	%	\$_____ / hour
15	Kohler Engines	%	%	\$_____ / hour
16	Kubota	%	%	\$_____ / hour
17	Little Wonder	%	%	\$_____ / hour
18	Massey Ferguson	%	%	\$_____ / hour
19	Scag Power Equipment	%	%	\$_____ / hour
20	Shindaiwa	%	%	\$_____ / hour
21	STIHL	%	%	\$_____ / hour
22	Titan Tool	%	%	\$_____ / hour
23	Toro	%	%	\$_____ / hour
24	Toro – Golf	%	%	\$_____ / hour
25	Ventrac	%	%	\$_____ / hour

BID FORM – SCENARIO

This scenario should be taken as an example and is **not** a guaranteed amount of work. Services shall be requested as needed by the County of Henrico. **Quantities and yearly spend are listed as an estimate for comparison only; actual requested services could be more or less during the contract period.**

THE SAME RATES FROM THE “BID FORM” SHOULD BE USED ON THE “BID FORM – SCENARIO”. DIFFERENT RATES MAY CAUSE YOUR BID TO BE DEEMED NON-RESPONSIVE.

Bid Form – Scenario						
FORMULA: (A – (A x B)) + (C – (C x D)) + (E x F) = E						
A	B	C	D	E	F	G
Lot 1 – Bear Cat (Crary ®)						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$
Lot 2 – Billy Goat						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$
Lot 3 – Bobcat - Landscaping						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$
Lot 4 – Briggs & Stratton						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$
Lot 5 – Cub Cadet						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$
Lot 6 – Echo						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$

Bid Form – Scenario						
FORMULA: (A – (A x B)) + (C – (C x D)) + (E x F) = E						
A	B	C	D	E	F	G
Lot 7 – ExMark						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$
Lot 8 – Honda - Engines						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$
Lot 9 – Honda – Power Equipment						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$
Lot 10 – Husqvarna						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$
Lot 11 – Hustler Turf Equipment						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$
Lot 12 – John Deere – Commercial / Turf						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$
Lot 13 – John Deere - Golf						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$
Lot 14 – Kawasaki - Engines						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$

Bid Form – Scenario						
FORMULA: (A – (A x B)) + (C – (C x D)) + (E x F) = E						
A	B	C	D	E	F	G
Lot 15 – Kohler - Engines						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$
Lot 16 – Kubota						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$
Lot 17 – Little Wonder						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$
Lot 18 – Massey Ferguson						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$
Lot 19 – Scag Power Equipment						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$
Lot 20 – Shindaiwa						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$
Lot 21 – STIHL						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$
Lot 22 – Titan Tool						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$

Bid Form – Scenario						
FORMULA: (A – (A x B)) + (C – (C x D)) + (E x F) = E						
A	B	C	D	E	F	G
Lot 23 – Toro						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$
Lot 24 – Toro - Golf						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$
Lot 25 – Ventrac						
Estimated Spend on Equipment	% Discount off MSRP	Estimated Spend on Parts	% Discount off MSRP	Estimated Regular Labor Hours	Regular Shop Labor Rate	Extended Price
\$20,000.00	%	\$10,000.00	%	50	\$	\$

Provide the business name and street address for your facility, where County equipment will be serviced:

Distance in miles from Henrico County Western Government Center, 4301 East Parham Road, Henrico, VA 23228: _____

Provide hours of operation for the facility: _____

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”) 23-2531-5JMH – Grounds Maintenance Equipment, Parts, 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:

**ATTACHMENT B
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 C

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 D
SAMPLE CONTRACT**

**[Goods and Services *or* Goods *or* Services] Contract
Contract No. [#]**

This [Goods and Services *or* Goods *or* Services] Contract (this “Contract”) entered into this [#] day of [month] 20[##], by the [County of Henrico, Virginia *and/or* County School Board of Henrico County, Virginia] ([collectively, the “County” *or* the “County” *or* “HCPS”]) and [Bidder’s Name], a [state] [corporation *or* limited liability company *or etc.*], and its successors it assigns (the “Contractor”).

SCOPE OF CONTRACT: The Contractor shall furnish all materials, equipment, and labor necessary to provide [description of the goods and/or services] to [the County *or* HCPS] as set forth in the Contract Documents.

COMPENSATION: The compensation [the County *or* HCPS] will pay to the Contractor under this Contract shall be [insert information, referenced document (*e.g. Appendix A*), matrix, etc.].

CONTRACT TERM: The Contract term shall be for a period of [number] year[s] beginning [date] and ending [date]. [The County *or* HCPS] may renew the Contract for up to [number] [number]-year terms giving 30 days’ written notice before the end of the term unless Contractor has given [the County *or* HCPS] written notice that it does not wish to renew at least 90 days before the end of the term.

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the “Contract Documents”) which shall control in the following descending order:

1. This [Goods and Services *or* Goods *or* Services] Contract between [the County *or* HCPS] and Contractor.
2. Invitation for Bid No. [###], dated [date] (as modified by any addenda).
3. The Contractor’s bid dated [date].

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

[Contractor Name]

[Address]

[City, State, Zip]

[County of Henrico, Virginia *and/or* County School Board of Henrico County, Virginia]

[P.O. Box 90775 *and/or* P.O. Box 23120]

[Henrico, VA 23273-0775 *and/or* 23223]

Signature

Signature

Printed Name and Title

[Purchasing Director Name]

Purchasing Director

Date

Date

**ATTACHMENT E
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/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, 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 it 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/Offeror 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/Offeror 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 required:

- 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 Personal Health Insurance (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**

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/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror'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 F
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)*