



COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

IFB# 12-9266-5SS

DEPARTMENT OF GENERAL SERVICES
CHRISTOPHER L. WINSTEAD, P.E.
DIRECTOR

May 16, 2012

**Invitation to Bid
Locksmith Services**

Subject: Annual contract to furnish and provide all goods, labor and equipments necessary to provide **Locksmith Services** to the Henrico County General Government 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 no later than **2:00 p.m.**, local prevailing time, **May 30, 2012** and will be opened and publicly read aloud. Sealed bids should be delivered as follows:

IN PERSON OR SPECIAL COURIER
County of Henrico
Department of General Services
Purchasing Office
1590 E. Parham Road
Henrico VA 23228

OR

U.S. POSTAL SERVICE
County of Henrico
Department of General Services
PO Box 90775
Henrico Virginia 23273-0775

This IFB and any addenda are available on the County of Henrico website at: www.co.henrico.va.us The Bids and Proposals link is listed under the Henrico Business Section on the home page. To receive a printed copy of this document please call (804) 501-5660 or bla04@co.henrico.va.us for technical assistance please contact edw@co.henrico.va.us

Time is of the essence, and all bids received after the appointed hour for submission, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Purchasing Office, Department of General Services. Envelopes containing bids shall be sealed and marked in the lower left-hand corner with the bid request number, goods or services sought, hour and due date of the bid. Bidders are responsible for insuring that their bid is stamped by Purchasing Office personnel.

All bidders shall use the enclosed Bid Form in submitting their bid prices. The Purchasing Office 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 awarding authority for this contract will be the Director of General Services.

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 submit a bid. Comments as to how bid documents, specifications or drawings can be improved are welcome.

Should you have any questions concerning this Invitation to Bid, please contact Stacy L. Seay at sea43@co.henrico.va.us.

Director of General Services
Christopher L. Winstead, P.E.

Stacy L Seay
Purchasing Officer

I. Scope of Work/Service

The intent and purpose of this Invitation for Bid is to establish a term contract with one qualified firm for locksmith services and associated services at existing and future Henrico County General Government facilities.

From August 2009 through September 2010, the County spent approximately \$71,832.00 in locksmith services, including labor and discounted materials. From August 2010 through September 2011 the County spent approximately \$116,098.00 in lock smith services, including labor and discounted materials. However, nothing shall bind the County of Henrico to any specified amount of work during the contract period.

A. General:

1. The successful bidder shall: Use qualified service technicians who are factory trained in the maintenance and repair of commercial lock and associated electrical systems and safes, including but not limited, to file cabinet locks, desk drawer locks, safe locks, electric strikes, electrical control components. Shall be fully trained and experienced in keying Corbin/Ruswin and Medeco KeyMark systems. The Successful Bidder will have the ability to install and repair Von Duprin, Adams Rite, magnetic lock exit devices. Manage and maintain all key information including maintaining complete and accurate key records in the County master keying program computer located in the key shop on site.
2. The County of Henrico maintains a registered KeyMark (Medeco) key system. This contract requires that the Locksmith provide services to maintain that system. The system, including key codes, shall remain the sole property of the County of Henrico. This contract requires that the bidder provide certification (on the Bid Form) that it is trained, licensed and authorized to purchase, maintain, and have serviced the KeyMark lock system. At the conclusion or termination of this contract, the supplier shall return all material, data, access codes, manuals, registrations, certifications, key blanks, cores, locks, other hardware to the County that was developed, procured, created or managed for the County.
3. The successful bidder shall obtain a county vendor pass from Henrico Security for all work at the Henrico Government Center and the Henrico Eastern Government Center. The Successful Bidder shall notify the Security Console, telephone 501-4555, prior to any work being performed during hours other than normal work hours of 8:00 a.m. to 4:30 p.m., Monday through Friday. It is preferred that the successful bidder give at least twenty-four (24) hours notice. Access to other facilities must be coordinated with the Maintenance Superintendent (West) at 501-5253 or the Maintenance Superintendent (East) at 501-4399 or their designated representative. When performing Capital Project work, access to the facilities must be coordinated with the individual assigned Capital Projects Manager, contact 501-4577.
4. The successful bidder shall cooperate with the Facilities Manager or Sr. Capital Projects or his designated representative in performing his work so that interference with normal County operations will be held to a minimum. All buildings, appurtenances and finishes shall be protected by the successful bidder from damage, which might be done or caused by work performed under this contract.

5. Such damages to the foregoing shall be repaired and/or replaced by approved methods to restore the damaged areas to their original condition at the expense of the successful bidder, to the complete satisfaction of the Facilities Manager or his designated representative.
6. The successful bidder shall demonstrate that it's personnel working under this contract are properly trained and proficient in all locksmith services and associated services required under this bid, including but not limited to listed manufacturers and prison/institutional paracentric and mogul lock systems including but not limited to Folger Adams, Southern Lock, Brinks, Medco; and shall provide copies of training and certifications with the bid submission.
7. The successful bidder shall be a registered business (in accordance with 6 VAC 20-171 and other related provisions) with the Virginia Department of Criminal Justice Services, shall hold registration/licensure as Private Security Services Business (including Locksmith); have at least one person with Compliance Agent Certification and serving that function for the firm and shall provide a copy of it's registration/licensure and latest submission for license/renewal including all supporting documentation, with the bid submission.
8. The successful bidder will be required to provide and install pass and office doors and associated, cores, locksets, closers, hinges, coordinators, stops, security plates, view ports and other door hardware.

B. Time and Materials:

1. The successful bidder will be paid for authorized installation or repair work on the hardware and key systems when needed and requested by the Facilities Manager or his designated representative.
2. Payment will be on a time (hourly rate) and material (hardware manufacturer's current list price less contract discount) basis.
3. Bidders shall include all overhead, profit, insurance, union pension fund or contributions, workmen's compensation, unemployment insurance, social security, etc. in the hourly rate figures. The cost of supervision shall also be included in the hourly rate.
4. The materials and equipment provided under this contract for replacement work are to be of the same or higher quality as the item(s) being replaced. When materials and equipment are for new applications, the County's specifications shall be met or, upon approval of the Facilities Manager or Senior Capital Projects Manager or their designated representative, may serve as a minimum requirement for the work.
5. The County reserves the right to furnish materials and equipment to the successful bidder. The Successful Bidder shall keep an accounting of all County provided items and shall account for the use of those items on related work orders. Unused items shall be returned to the County upon demand by the County.
6. The successful bidder may be required to have his hours worked certified at the job site by the Facilities Manager or Capital Projects Manager or their designated representative.

7. The successful bidder shall maintain a work order system and apply it to all work under the contract resulting from this Invitation For Bid. Properly executed work orders shall accompany any invoice for the work. All work orders shall note County work order number, date of work request, name of requestor, date work was performed, employee performing work, contract rate of employee, hours worked, travel time, description of work performed, location of work performed, materials used, quantity of materials, signature by the appropriate county representative accepting the work upon completion of the work.
8. The successful bidder shall submit a complete itemized invoice for each item or service that is delivered under the contract. The invoice shall show the purchase order number, if applicable; the location where the work was performed; the exact nature of service and/or repairs rendered; the number of workmen used; the number of hours worked at the contract hourly rate charges; the itemized quantity and description of the materials used on the job and the unit prices and discount applied; as well as any pertinent information necessary to verify the invoice total. This will also include travel charges if applicable and transit time spent between job locations.
9. The successful bidder shall designate on the invoice whether the hourly rate is for **Scheduled Work, Capital Projects Work, Non- Scheduled Service Calls or Off Hours** (meaning Emergency, Holiday, Weekend, or Overtime Service).
10. The County will check the successful bidder's invoices to verify all charges. If it is found that the County is being overcharged, the successful bidder will credit the County's account for the difference. If a credit balance remains after the expiration or cancellation of the contract, the successful bidder will pay the County the amount owed.
11. Travel charges will be allowed using the following criteria:
 - a. For **Scheduled Work**, being defined as work done during normal business hours, 8:00 AM to 4:30 PM on Mondays, Wednesdays & Fridays. Typically this would involve work being done at the Henrico Government Center and would require a qualified Locksmith be present a minimum of two (2) hours on scheduled days. Since work performed during this time is of a consistent nature the County is looking for a preferential labor rate, as such no travel time or service charge will be allowed, however, when the successful bidder's mechanic presents himself available for work on any of those days & times mentioned above a two (2) hour minimum labor charge will be allowed. If multiple sites were visited during that day then allowable transit time would be allowed for successive site visits at the Scheduled Work Labor Rate, these charges must be itemized on the service ticket and cannot exceed 30 minutes between each site. The buildings that compose the Henrico Government Center are:
 - * Administration Building
 - * Administration Annex Building
 - * Courthouse
 - * Juvenile & Domestic Relations Building
 - * Human Services Building
 - * Economic Development Authority Building
 - * Public Safety Building
 - * Training Center Building
 - * Parking Deck

- * Government Center Fuel Center & Maintenance Building
- * Mental Health & Developmental Services Building
- * Woodman Road O&M Facilities
- * Best Plaza

- b. **Capital Projects Work**, follows the same criteria as 11.a except it could be any day Monday through Friday during normal business hours. This work generally involves new facilities, renovations, upgrades or re-keying of one or more existing facilities. This classification of work is subject to: 1) Work scheduled 5 days in advance. 2) Where work is scheduled subsequent to a purchase order being issued to the successful bidder. Unscheduled Capital Projects work resulting in less than an eight-man hours would be considered a Non-scheduled service call and the labor rate and service call charge in c. below applies.
- c. For **Non-scheduled Service Calls** during normal business hours, Monday through Friday a service call outside the scope of Scheduled Work or Capital Projects Work as mentioned above (11.a or 11.b) an initial single service charge would be allowed plus travel time between successive sites if multiple locations are worked. Transit time between successive sites would be at the Service Call Hourly Labor Rate and must be itemized on the service ticket and not to exceed 30 minutes. Only one service charge is allowed per 8-hour shift, per crew, for single or multiple (but could be done consecutively) work.
- d. **Off Hours** meaning Emergency Calls on nights, weekends and holidays the criteria pertaining to service charges & travel allowance in 11.c shall apply. A different labor and service call rate may apply to this category. See Bid Form.

12. Invoices shall be presented in a format acceptable to the County and as a minimum detail purchase order, work order, general description of work performed, location, date, labor charges by employee x rate; material description, unit cost x quantity x contract discount. Mail all invoices to:

**County of Henrico
 General Services
 Financial Division
 PO Box 90775
 Henrico Virginia 23273-0775**

Procedure # 1 -

Scheduled Locksmith Services

The Successful Bidder shall bill the County at the hourly rate for Scheduled Work (reference is made to 1, B, 11 a.)

Scheduled Government Center Services (M-W-F)

The successful bidder will provide a qualified locksmith at the Henrico County Government Center on Monday, Wednesday and Friday of each week for a minimum of two (2) hours on scheduled days. The successful bidder will invoice a minimum of two (2) hours labor regardless of whether any work is performed. Travel charges will not be allowed.

Scheduled Major Services

The successful bidder will provide a qualified locksmith at any County building for scheduled work, such as but not limited to, a new building capital project, a large or small renovation capital project, or re-keying of one or more facilities.

1. Work under this contract will require the successful bidder to work in conjunction with other County vendors and contractors. The work will be primarily to provide portions of the locking systems where the County controls the keying such as removable cylinders, keying, and key distribution. On all capital improvement projects and some small renovation projects the successful bidder may be requested to provide a cost estimate in conformance with the unit labor and materials cost established in this contract. This estimate shall not be exceeded without written approval of the Facilities Manager, Senior Capital Projects Manager or their designated representative. These projects vary in nature, however include but not limited to ADA improvements, automatic door operators, doors, sound seals, closers, replacement locksets, keying, cylinders and security hardware improvements.
2. Should the successful bidder be unable or unresponsive to do work outside the normal scope of this contract the County reserves the right to bid individual jobs or seek quotes as deemed necessary. The County may exercise the right to award locksmith services to contractors other than the successful bidder.
3. General
 - A. The successful bidder will provide a qualified locksmith for the performance of repair work orders. Generally this will be requested with a Departmental Work Order. All work shall be covered by a Henrico County Purchase Order.
 - B. If additional minor/major repairs are needed, the successful bidder shall obtain the prior approval of the Maintenance Superintendent or his designated representative before performing the additional repair on the hardware.
 - C. The County may require the successful bidder to furnish a written proposal with a detailed description of the required work at a "not to exceed" price using contract hourly rates and materials priced at the "discount off list price". Work shall not be performed and this estimate shall not be exceeded without prior written approval of the Facilities Manager or Senior Capital Projects Manager or their designated representative.
 - D. The successful bidder will be paid for the authorized repairs using the hourly rates and discounted materials costs indicated in Section I.B, Time and Materials.
 - E. Work under this contract will be authorized by a County provided work order or by Purchase Order for specific work covered by quotation.

Procedure #2

Service Calls

Service calls for services enumerated in Procedure #1 but billed using the criteria listed in Section 1, B, 11 c.

Procedure # 3

Non-Routine (Off Hours) Locksmith Services

The Successful Bidder shall bill the County at the Service Call Hourly Rate and Service Call Travel Charges as listed in Section 1, B, 11 d.

Emergency Service

1. The successful bidder shall make available after hour service (after 4:30 PM and before 8:00 AM) seven (7) days per week emergency service on the key systems and hardware as needed and requested. The successful bidder will provide materials such as hardware, cores and doors. Indicate on the bid form the percent discount off of list price.
2. The successful bidder will be paid according to Section I.B, Time and Materials.
3. The successful bidder shall provide a list of all emergency service personnel and management personnel as well as their telephone, cell phone and/or beeper numbers. Emergency response to the site and commencement of work is required within two (2) hours of notice from the County.
4. The successful bidder will be paid for emergency service and additional authorized repairs using the bid contract hourly rates and equipment manufacturer's current list price less contract discount. Manufacturer's current list price shall be included with the invoice.

Overtime/Weekends/Holiday Service

1. Regular time will be normal business hours 8:00 a.m. to 4:30 p.m., Monday through Friday, unless otherwise authorized by the County. Overtime is classified as work done at times other than normal business hours.
2. The successful bidder will be able to bill holiday rates on the days where the successful bidder's business is closed in observance of a holiday. Bidders shall indicate their holidays on the bid form.

I. GENERAL TERMS AND CONDITIONS:

A. Addenda:

1. Comments as to how the bid documents, specifications or drawings can be improved are welcome. Bidders requesting clarification or interpretation of or improvements to the bid general terms, conditions, specifications or drawings shall make a written request which shall reach the Purchasing Office, Department of General Services, 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 Office and it shall be signed by the Director of General Services 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 to Bid may be issued anytime prior to the date set for the receipt of bids.

4. Each bidder shall be responsible for determining that all addenda issued by the Purchasing Office for the Invitation to 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:

It is understood and agreed that this contract shall be subject to annual appropriations by the Board of County Supervisors (the "Board"). Should the Board fail to appropriate funds for this contract, the contract shall be terminated when existing funding is exhausted. There shall be no penalty should the Board fail to make annual appropriations for this contract.

C. Authorization to transact business in the Commonwealth:

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth 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. A bidder or offeror 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, (See attachment A) Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
3. A bidder or offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a waiver is granted by the Director of General Services, his designee, or the County Manager.
4. Any falsification or misrepresentation contained in the statement submitted by the bidder/offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.
5. Any business entity described in subsection 1 that enters into a contract with a public body shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth 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.

D. Award of Contract:

1. The Purchasing Office 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 of Henrico or the State of Virginia or provided by persons, firms or corporations having principal places of business in the County of Henrico or the State of Virginia, if such a choice is available; otherwise the tie shall be decided by lot. A County of Henrico business shall be given preference over a State of Virginia business, if such a choice is available.
3. The Purchasing Office shall have the right, before awarding the contract, to require a bidder to submit such evidence of its qualifications as it may deem necessary and may consider any evidence available to it concerning the financial, technical, and other qualifications and abilities of a bidder. (See Attachment B)
4. It is the intent of the Director of General Services 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 award by **total bid price** (See the Bid Form)
5. Upon making an award, or giving notice of intent to award, the County will place appropriate notice on the public bulletin board located at the following locations:

Purchasing Office
1590 East Parham Road
Henrico VA 23228

Eastern Government Center
3820 Nine Mile Road
Henrico VA 23223

Henrico Government Center
4301 East Parham Road
Henrico VA 23228

Notice of award or intent to award may appear on the Purchasing Office website:
<http://www.co.henrico.va.us/genserv/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 Office the contract forms and any other forms required by the bid.
7. This contract is made, entered into, and shall be performed in the County of Henrico, Virginia and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of any contract resulting from this Invitation to Bid, its interpretations or its performance shall be litigated only in either the General District Court or in the Circuit Court of the County of Henrico, Virginia.

E. Bid Security:

The Purchasing Office does not require the bidder to furnish a bid security with this bid.

F. 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, its officers and/or its employees, either independently or jointly with the bidder, the bidder shall defend the County, its officers and employees, in any such suit at no cost to them. In the event that final judgment is obtained against the County, its officers, and/or its employees, either independently or jointly with the bidder, then the bidder shall pay such judgment, including costs and attorneys fees, if any, and hold the County, its officers and employees, harmless there from.
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 of Henrico, 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.

G. Bidder's Representation:

1. By submitting a bid in response to this Invitation to 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.

H. Bonds:

The Purchasing Office does not require the successful bidder to furnish Performance Bond and a Payment Bond for this contract.

I. 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 Section 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.

J. Compensation:

1. It is the County's policy not to pay for any goods or services until the same have been actually received.
2. Individual contractors shall provide the Purchasing Office their social security numbers and proprietorships, partnerships and corporations shall provide their federal employer identification numbers (Code of Virginia, Section 2.2-4354.2). This information shall be provided in the space indicated on the Bid Form.
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 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 days after the invoice is rendered, whichever is later (Code of Virginia, Section 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).

K. Contract Period:

1. The contract period shall be from June 1, 2012 through April 30, 2013. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for 4 additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices.
3. The successful bidder should submit any proposed price changes and a report on the annual volume of business resulting from this contract to the Purchasing Office at least ninety (90) days prior to the contract renewal date. If accepted by the Purchasing Office, the prices shall remain firm for each renewal year.
4. The contract shall not exceed a maximum of five (5) years.

L. Controlling Law; Venue

This contract is made, entered into, and shall be performed in the County of Henrico, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from this IFB, 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.

M. County License Requirement:

If a business is located in the County, it is 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.

N. Default:

If the Successful Bidder is wholly responsible for failure to make delivery or complete implementation and installation, or if the system fails in any way to perform as specified herein, the County may consider the Successful Bidder to be in default. In the event of default, the County will provide the Successful Bidder with written notice of default, and the Successful Bidder will be provided twenty (20) calendar days to provide a plan to correct said default.

O. Drug-Free Workplace to be Maintained by the Contractor (Code of Virginia, Section 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.

P. Employment Discrimination by Bidder Prohibited:

1. During the performance of this contract, the successful bidder agrees as follows (Code of Virginia, Section 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.

Q. Employment of Unauthorized Aliens Prohibited

As required by Virginia Code §2.2-4311.1, the contractor 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.

R. Environmental Management

Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations. Contractor is required to abide by the County of Henrico's Environmental Policy Statement, which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. Contractor shall be properly trained and have any necessary certifications to carry out environmental responsibilities. Contractor shall immediately communicate any environmental concerns or incidents to the appropriate County staff. <http://randolph.co.henrico.va.us/genserv/forms/environmentalpolicy.pdf>

S. 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 in person or via special courier service in the Purchasing Office, Department of General Services, North Run Office Park, 1590 East Parham Road, Henrico Virginia 23228 or through the regular mail by the U.S. Postal Service, P.O. Box 90775, Henrico Virginia 23273-0775 until, but no later than the time and date specified in the Invitation to Bid.
2. In the solicitation or awarding of contracts, the County of Henrico 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 welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the County. The County of Henrico actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals. All solicitations are posted on the County's Internet site at www.co.henrico.va.us/departments/genserv/purchasing/ and may be viewed under the Bids and Proposals link on the homepage.
4. The County of Henrico 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, <http://www.eva.state.va.us>

T. Indemnification:

The successful Bidder agrees to indemnify, defend and hold harmless the County of Henrico including Henrico Public County Schools, its officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Bidder, provided that such liability is not attributable to the County's sole negligence.

U. Insurance:

The successful bidder shall maintain insurance to protect itself and the County of Henrico from claims for damages for personal injury, including death, and for damages to property, which may arise from operations under this contract. Such insurance shall conform to the enclosed County Insurance Specifications. (See Attachment C)

V. Modification of Bids:

1. A bid may be modified or withdrawn by the bidder anytime prior to the time and date set for the receipt of bids. The Bidder shall notify the Purchasing Office in writing of its intentions.
2. Modified and withdrawn bids may be resubmitted to the Purchasing Office 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.

W. 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.
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 (County Code 16.36).
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.

X. No Discrimination against Faith-Based Organizations:

Henrico County does not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2-4343.1.

Y. Opening of Bids:

1. All bids received on time in the Purchasing Office shall be opened and publicly read aloud.
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 (Code of Virginia, Section 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 (Code of Virginia, Section 2.2-4342E).

Z. Product Evaluation/Testing:

1. The Purchasing Office shall have the option to evaluate and/or test any item offered in this Invitation to Bid prior to award of the contract. If the Purchasing Office elects to evaluate and/or test an item, the bidder shall provide all samples required for evaluation and/or testing at no charge within five (5) calendar days of the request by the Purchasing Office.

Samples shall be sent to:

Henrico County
Attention: Stacy Seay
PO Box 90775
1590 East Parham Road
Henrico VA 23273-0775

2. Upon the completion of the evaluation and/or testing by the Purchasing Office, 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 Office that samples are available for return, the Purchasing Office reserves the right to dispose of said samples.

AA. Record Retention/County Audits:

1. The Successful Bidder shall retain, during the performance of the contract and for a period of three years from the completion of the contract, all records pertaining to the successful bidder's bid and any contract awarded pursuant to this Invitation to 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-audits of the successful bidder's records as a result of a contract awarded pursuant to this Invitation to Bid. Files would be available on demand and without notice during normal working hours.

BB. Small, Women-Owned and Minority-Owned (SWAM) Business

The County welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the County. The County of Henrico actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Request for Proposals. All solicitations are posted on the County's Internet site at and may be viewed under the Bids and Proposal Link on the homepage. <http://www.co.henrico.va.us/departments/genserv/purchasing/>

CC. Subcontracts:

No portion of the work shall be subcontracted without prior written consent of the County of Henrico, Virginia. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Contractor 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. The Purchasing Office shall not accept oral bids or bids received by telephone, telecopier (FAX machine) or email for this bid.
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 or by typewriter. 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 Office 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. The Bid Form, the bid security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. Any notation or notations on the exterior of the envelope purporting to alter, amend, modify, or revise the bid contained within the envelope shall be of no effect and shall be disregarded.

7. The envelope containing the bid should be sealed and marked in the lower left-hand corner with the bid request number, goods or services sought, hour and due date of the bid.
8. The time for the receipt of bids shall be determined by the time clock stamp in the Purchasing Office. Bidders are responsible for ensuring that their bids are stamped by Purchasing Office personnel by the deadline indicated.
9. All bids received in the Purchasing Office by the deadline indicated will be kept in a locked bid box until the time and date set for the opening of bids.
10. All late bids shall be returned unopened to the Bidder.

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 (Code of Virginia, Section 2.2-4354):
 - (a) 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
 - (b) 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.
2. 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 a (2) of this section. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.
3. 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).
4. 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 may not include any amount for reimbursement for such interest charge.

FF. Taxes:

1. The County of Henrico 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 Office 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.

GG. Termination of the Contract:

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

HH. Trade Secrets/Proprietary Information:

Trade secrets or proprietary information submitted by a Bidder in response to this Invitation for Bid 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 (Section 2.2-4342F of the Code of Virginia).

II. Use of Brand Names/Product Information:

1. Unless otherwise provided in the Invitation to 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 (Code of Virginia, Section 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 Office to determine if the product offered meets the requirements of the solicitation. Material 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.

JJ. 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 Office within two business days after the conclusion of the bid opening procedure. (Code of Virginia, Section 2.2-4330). Such mistake shall be proved only from the original work papers, documents and materials delivered to the Purchasing Office with the bidder's written request to withdraw its bid.
3. The Purchasing Office will inspect the written evidence submitted by the bidder with the request and if the Purchasing Office 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%). (Code of Virginia, Section 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 Office 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.

BID FORM

County of Henrico
 Department of General Services
 Division of Purchasing Office
 North Run Office Park
 1590 East Parham Road
 P O Box 90775
 Henrico VA 23273-0775

I/We hereby propose to furnish and deliver **Locksmith Services** in accordance with **IFB #12-9266-5SS** general terms, conditions and specifications. The Bid Form must be completed in blue or black ink or by typewriter. 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

Procedure 1: Scheduled Locksmith Services (Section I. B. 11.a & 11.b)

(The hourly rate shall be applied Scheduled & Capitol Project Work)

Column A	Column B	Column C (A x B)
Normal Hourly Rate	Estimated Hours	Normal Hourly Rate Total
\$	1000 Hours	\$
Material Discount Percentage	Estimated Materials List Cost	Discounted Material Total
%	\$ 47,746.00	\$

Procedure 2: Non-scheduled Service Call Travel

Column A	Column B	Column C (A x B)
Service Call Charge	Estimated annual use	Total Charge
\$	200 Trips	\$
Service Call Hourly Rate	Estimated Hours	Total Charge
\$	400 Hours	\$

Charge & Labor Rate (Section I. B.11.c)

Procedure 3: Off Hours Locksmith Services (Section I.B.11.d)

(Includes: Emergency, Overtime, Weekend and Holiday Locksmith Services)

Column A	Column B	Column C (A x B)
Service Call Charge	Estimated Trips	Total Charge
\$	40 Trips	\$
Hourly Labor Rate	Estimated Hours	Total Charge
\$	80 Hours	\$

TOTAL OF PROCEDURES 1, 2 & 3 (Sum of all column C items) \$ _____

BID FORM
Continued

Please list the days your business is closed in observance of a holiday.

Jan _____ Mar _____ May _____ Jul _____ Sept _____ Nov _____
Feb _____ Apr _____ Jun _____ Aug _____ Oct _____ Dec _____

The undersigned hereby certifies that the Bidder is an authorized factory representative of Medco/KeyMark and is able to purchase, and has been factory trained to maintain and service the KeyMark lock systems. Yes _____ No _____

SUBMIT WITH BID: Factory or national locksmith organization training certificates and any national locksmith association certifications, such as Associated Locksmiths of America or Institutional Locksmiths' Association, for the company and/or all individuals who will provide services under this contract

The successful bidder shall be a registered business in accordance with 6 VAC 20-171 (and other related provisions) with the Virginia Department of Criminal Justice Services, shall hold registration/licensure as Private Security Services Business (including Locksmith); have at least one person with Compliance Agent Certification and serving that function for the firm; and shall provide a copy of it's registration/licensure and latest submission for license/renewal including all supporting documentation, with the bid submission.

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.

Under Section 2.2-4354.2, Code of Virginia, an individual contractor is required to furnish their social security number and a proprietorship, partnership and corporation is required to furnish their employer identification numbers to the County of Henrico. Please indicate this information on this Bid Form as follows:

Social Security Number: _____.

Federal Employer Identification Number: _____.

To aid in the evaluation of bids, bidders must submit the original Bid Form and **one copy** of the Bid Form and detailed specification sheets. Have you complies with requirement? ___Yes. ___No. If you fail to do so, your bid may be considered Nonresponsive and rejected.

Indicate whether your business ___is or ___is not located in the County of Henrico, Virginia and if it is, have you obtained a County license to conduct or engage in the business, trade or occupation in the County of Henrico? ___ Yes. ___No.

I/We acknowledge the receipt of:

Addendum No. _____ Dated _____.

Addendum No. _____ Dated _____.

Are emergency phone number(s) provided? ___Yes ___No, if yes please list. (_____) _____ - _____

SUBMIT THIS FORM WITH PROPOSAL

BID SIGNATURE SHEET
Page 1 of 2

My signature certifies that the bid as submitted complies with all requirements specified in this Invitation For Bid (IFB).

My signature also certifies that by submitting a bid in response to this IFB, the bidder/supplier represents that in the preparation and submission of this bid, the bidder/supplier 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 proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
FED ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (print):
TITLE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:
DATE:

PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX OR BOXES BELOW.

Please refer to definitions on Page 2 prior to completing. Check all that apply.

- MINORITY-OWNED BUSINESS SMALL BUSINESS WOMEN-OWNED BUSINESS
- NONE OF THE ABOVE

If certified by the Virginia Minority Business Enterprise (DMBE), provide DMBE certification number and expiration date. _____ NUMBER _____ DATE

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

BID SIGNATURE SHEET

Page 2 of 2

DEFINITIONS

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

“Minority-owned business” means a business that is at least 51% 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% 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.

As used in the definition of *“minority-owned business,”* *“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, 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.

“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% 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% 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.

ATTACHMENT A

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The bidder or offeror:

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/offeror 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/offeror'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/offeror'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/proposals:

ATTACHMENT B
SUPPLIER DATA SHEET

References:

	Company Name	Address	Contact Person	Telephone Number
1				
2				
3				
4				
5				

DO NOT USE HENRICO COUNTY AS A REFERENCE

ATTACHMENT C

Insurance Specifications COUNTY OF HENRICO

The Successful Bidder shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia. The Certificate shall show the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. 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. Bests or a rating acceptable to the County. In addition, the insurer shall agree to give the County 30 days notice of its decision to cancel 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 - Combined Single Limit

\$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

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

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

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

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Vendor'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. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with Excess/Umbrella Liability, must total \$3,000,000 per occurrence. This insurance shall apply as primary insurance 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.