 IFB#13-9471-9JC

COMMONWEALTH OF VIRGINIA

###### COUNTY OF HENRICO

DEPARTMENT OF FINANCE

CECELIA H. STOWE, CPPO, C.P.M.

PURCHASING DIRECTOR

PAUL PROTO

DIRECTOR N.

**September 30, 2013**

**Invitation for Bid**

**Annual Contract for Number 2 Ultra Low Sulfur Diesel Fuel**

Subject: Annual contract to provide #2 Ultra Low Sulfur Diesel Fuel (distillate), to the County of Henrico, Henrico County Public Schools, County of Hanover including the Hanover County School Board, the Town of Ashland and Chesterfield County (“Localities”), in accordance with the enclosed general terms, conditions and specifications. **THIS IS A COOPERATIVE INVITATION FOR BID ISSUED BY THE COUNTY OF HENRICO ON BEHALF OF THE LOCALITIES**.

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, **October 18, 2013** and will be opened and publicly read aloud. Sealed bids should be delivered as follows:

IN PERSON OR SPECIAL COURIER U.S. POSTAL SERVICE

County of Henrico County of Henrico

Department of Finance Department of Finance

Purchasing Division OR Purchasing Division

1590 E. Parham Road P.O. Box 90775

Henrico VA 23228 Henrico VA 23273-0775

|  |
| --- |
| **This IFB and any addenda are available on the County of Henrico website at**: [www.co.henrico.va.us/genserv/purchasing/](http://www.co.henrico.va.us/genserv/purchasing/) and may be viewed under the Bids and Proposals link. To download the IFB, click the link and save the document to your hard drive. To receive an email copy of this document, please send a request to: [com005@co.henrico.va.us](mailto:com005@co.henrico.va.us) |

**A PRE BID CONFERENCE WILL BE HELD IN THE PURCHASING DIVISION CONFERENCE ROOM, NORTH RUN OFFICE COMPLEX, 1590 E. PARHAM ROAD, RICHMOND, VIRGINIA, October 8, 2013 AT 2:00 P.M. ATTENDANCE AT THIS CONFERENCE IS NOT MANDATORY, BUT IS STRONGLY RECOMMENDED.**

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 Division, Department of Finance. 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 Division personnel.

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.

The Awarding Authority for the contract is the Purchasing Director, Department of Finance.

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 for Bid, please contact Jacque Comuzzi at [com005@co.henrico.va.us](mailto:com005@co.henrico.va.us). **No later than October 10, 2013**

Purchasing Director

Cecelia H. Stowe, CPPO, C.P.M.

Jacque Comuzzi

Purchasing Officer

1590 E. Parham Road/PO Box 90775/Henrico VA 23273-0775

(804) 501-5660 – FAX (804) 501-5693

I. SCOPE OF WORK/SERVICES

This Invitation for Bid is issued by the County of Henrico on behalf of Henrico County including Henrico County Public Schools, Hanover County including the Hanover County School Board, the Town of Ashland and Chesterfield County (“Localities”), for the purchase of their respective estimated annual requirements for No. 2 ultra low sulfur diesel (distillate).

Each local government will execute their own contract with the Successful Bidder in accordance with each Locality’s purchasing policies and procedures. Each contract will be subject to the terms and conditions of the respective contracting locality.

This procurement is conducted by the County of Henrico pursuant to Virginia Code §2.2-4304 for Cooperative Procurement and may be utilized by the County of Henrico, County of Chesterfield , County of Hanover and the Town of Ashland, Virginia.

A. GENERAL REQUIREMENTS:

1. The award will be made by each of the respective Localities’ to the lowest responsive and responsible bidder, who shall be determined in accordance with applicable rules and regulations governing purchases or contracts adopted and established by the Counties of Henrico, Henrico County Public Schools, Hanover including the Hanover County School Board, the Town of Ashland and Chesterfield County (“Localities”), and in accordance with all Codes of the Counties of Henrico, Hanover including the Hanover County School Board, the Town of Ashland and Chesterfield County (“Localities”), and the Code of Virginia. Localities shall post their respective awards in the same manner and in the same location that sealed bids are posted.

2. By bidding in response to this Invitation for Bid, the bidder represents that, should the bid be accepted, the resulting contract would not violate any of the provisions of federal law or regulations, Code of Virginia, or the Codes of the Counties of Henrico, Henrico County Public Schools, Chesterfield, Hanover, or the Town of Ashland.

3. All bids submitted shall include in its price the cost of any business or Professional licenses, permits or fees required by the Localities, Commonwealth of Virginia, or any other governmental entity.

4. All bids shall be submitted exclusive of all Federal, State and Local Taxes.

B**.** SPECIFIC REQUIREMENTS

1. Grade No. 2 Ultra Low Sulfur Diesel (ULSD) Fuel

A general purpose, middle distillate fuel for automotive diesel engines requiring No. 2 ultra-low sulfur fuel containing no more than 15 parts per million sulfur content. It must be suitable for use in applications with conditions of varying speed and load. Fuel shall conform to the latest ASTM Specification D975. Fuel must have a minimum cetane rating of 40 as computed using the ASTM D-613 method.

**The diesel fuel furnished must comply with all applicable NBAC, ANSI, ASTM, EPA, Fuel Authority, OSHA, Health, local, state, and federal rules, regulations, specifications, codes and requirements.** Diesel fuel supplied must be free from contamination.  At any time during the full term of the contract, Localities reserve the right to modify the contract to allow for progressive growth, knowledge, and advancements and or any Federal and or State changes to the specifications, requirements, and/or regulations as specified.  For any modifications, contract pricing formula shall remain the same in formatting contract rates.

2. Material and Workmanship

Diesel Fuel shall be a completely distilled petroleum fuel oil free from water, grit, acid, and fibrous or other foreign matter likely to clog or injure pumps, nozzles, or valves.

3. Inspection

Localities ordering fuel reserve the right to periodically sample and analyze the delivered material. The supplier will allow samples to be taken prior to discharging of product into the Localities’ tanks. Samples will be taken without prior notice. Inspection will be at the expense of the requesting Locality. It will be used to determine compliance of the product with the quality described in the specifications. Analysis will be made by a testing laboratory selected by the Locality.

4. Testing

The calculated cetane method will be used to determine cetane rating of fuel delivered. Please refer to ASTM D-613 latest edition for test method to ensure cetane rating of 40 is being delivered. Only clear, un-dyed ultra low sulfur diesel with specifications for highway use shall be used.

5. Special Provision

Localities may consider as an important factor in the award, in addition to price, a demonstrated history of reliable and dependable service.

6. Quantities

The localities may, in the near future, establish a separate contract for bio diesel blended fuels. A locality may choose to use either ultra low sulfur diesel or bio diesel blended fuels at any given point in time, or may choose to simultaneously use a combination both fuels during the term of this contract. However, the locality’s estimated annual total gallons to be consumed from the combination of either fuel are listed in the chart below.

Estimated Usage for 12-month Period for ULSD

|  |  |  |  |
| --- | --- | --- | --- |
| HENRICO | HANOVER | CHESTERFIELD | TOWN OF ASHLAND |
| 2,305,081 gallons | 68,562 gallons | 878,445 gallons | 14,185 |

7. Definitions:

“Transport Delivery - large tankard truck delivery of 7,500 gallons or more to locations whose tanks meet the minimum 7,500-gallon capacity. There are various locations within each locality, which use standby generators. Delivery of less than 7,500 gallons by transport delivery will be charged at the tank wagon delivery rate.”

8. Order and Delivery:

a. Orders will generally be placed by telephone or email. All orders placed under this contract shall be fulfilled within 48 hours, unless delayed delivery is requested.

b. It shall be the responsibility of the Successful Bidder to maintain sufficient No. 2 ultra low sulfur diesel (distillate) needed for normal operations at all the Locality locations, unless otherwise mandated by the Federal or State Government, during the contract period, and the extensions.

c. Deliveries will be made in “Gross Gallons.” If net gallons are delivered or invoiced, the Successful Bidder will be considered in default of the contract.

d. On transport deliveries to above-ground storage tanks that can not be gravity fed, the Successful Bidder may include a flat fee pump charge. See bid form, page 12.

f. In the attachments (D, E, F, G) for each fuel site location, there will be a column titled "Delivery" that will indicate tank type (AGST or UGST), and the delivery type (automatic or on call).  "Automatic" means that the Successful Bidder will ensure that the storage tank is kept filled such that the tank does not run below 35% capacity based on customer usage at that fuel site. “On call" means that the locality will place an order for a fuel delivery that must be filled within 48 hours.

g. In the event the Successful Bidder fails to deliver material meeting or exceeding specifications, the receiving Locality location may direct the Successful Bidder to remove such material and replace it at no additional cost to the requesting location. If the Successful Bidder is unable to deliver material meeting or exceeding these specifications within the time period specified for delivery, the requesting location may purchase the material elsewhere and the increased cost, if any, will be paid by the Successful Bidder.

h. When entering any delivery site to make deliveries or perform work, the Successful Bidder will be liable for any damages to owner’s property at the delivery site or injury to personnel caused by the negligence of its employees, agents, or subcontractors.

1. The Successful Bidder will be responsible for prompt and thorough Clean-up of all spillage, per EPA specifications.
2. Authorized Locality personnel shall sign the delivery ticket after delivery has been completed. If the driver is unable to secure a signature after an attempt has been made, the driver shall write on the ticket, “No one available to sign delivery ticket”. In addition, no C.O.D. deliveries shall be accepted.

9. Contact Information

a. Each bidder is encouraged to visit the locations listed on Attachments D, E, F and G for ease of access, filler size, and any other pertinent data they feel necessary. The contact person for each Locality is listed below:

**Henrico County** *See Attachment D*

Central Maintenance Locations Charlie Gibbens

(804) 727-8630

All Other Henrico Locations Jacquelyn Comuzzi

(804) 501-5639

**Hanover County** *See Attachment E*

Trena A. Ponton

(804) 365-6283

**Chesterfield County** *See Attachment F*

Kenny Crew (804) 786-7236

**Town of Ashland** *See Attachment G*

Wanda Cornwell

804-798-9219

* 1. The Localities reserve the right to add or delete locations as needed during the contract period.

c. There are various locations within the localities that use standby generators. Since the volume for these locations is low for Henrico, the estimated annual usage was not included in the total quantity usage for them. However, the estimated annual usage for Chesterfield County and Hanover County was included in their totals. The Localities will expect delivery to these locations within 24 hours from receipt of order. The localities will provide the Successful Bidder with the approximate number of gallons needed. The Successful Bidder may invoice each time a delivery is made, including the location and department on the invoice.

10. Metering:

a. Transport Delivery

Delivery tickets for transport drops shall be metered at the terminal. The Localities shall require an authorized person at the terminal to sign the rack loading ticket. Copy of the ticket shall be attached to the invoice and forwarded to the Localities. Authorized Locality location personnel may check compartments before and after unloading. That amount of gallons will be the basis for billing.

1. Tank Wagon Delivery

Delivery tickets for tank wagon deliveries (less than transport drops) shall be metered at point of delivery.

11. Pricing:

a. The contract price per gallon for #2 ultra low sulfur diesel (distillate) fuel will be based on the weekly publication called the “Oil Price Information Service” (OPIS). The 6:00 p.m. average rack price per gallon in Richmond, VA as indicated on the Thursday OPIS report will be the base price per gallon for any amounts delivered during the following week from Monday through Sunday. To this base price, the bidder will add a differential factor (+ or -) as quoted in the bid document, for either transport or tank wagon deliveries as appropriate. The bidder’s differential quoted in the bid will be effective for the entire contract period, and any of the four subsequent possible one year contract renewals. Thus, prices quoted for No. 2 ultra low sulfur diesel (distillate) will increase or decrease in a like amount with the increases or decreases in the average rack prices listed in the weekly publication, the “Oil Price Information Service.” The bidder is to use for posting prices a terminal pipeline operator doing business in Virginia or refinery postings for Richmond, Virginia.

b. These averages, or reference prices, are listed under the heading “Average” at the bottom of the posted rack prices. For the purpose of this contract, the average prices listed in the paragraph above are the base reference prices. This pricing procedure is to remain in effect from the date of this bid for the duration of the contract.

c. The “Oil Price Information Service” is published weekly by the United Communications Group, 11300 Rockville Pike, Suite 1100 Rockville, MD 20852-3030. The Successful Bidder’s differential will remain firm for the contract period. Selling prices will be rounded to four decimal places.

d. On a weekly basis, the Successful Bidder shall notify Henrico County

Purchasing Division, Chesterfield Purchasing Office, Hanover Purchasing Office, Hanover School Board Accounting, and the Town of Ashland of the delivered price per gallon. Attached to each change notice will be data from the 6:00 p.m. average rack price per gallon in Richmond, VA as indicated on the Thursday OPIS report. This pricing will be used for the pricing of any fuel delivered during the following week from Monday through Sunday.

12. Invoicing:

The Successful Bidder shall submit invoices to the bill to address identified in the purchase orders used to issue orders against this contract. Invoices must include, but not be limited to:

Name and address of Successful Bidder

Description of fuel

Location of delivery

Quantity delivered in “Gross” gallons

Unit price

Extended price

Virginia Petro Storage Fee

LUGST Fee

Federal Oil Spill Tax

13. Taxes and Fees:

* 1. Localities shall be exempt from federal and state motor fuel and excise taxes.

1. Localities are subject to Virginia Tank Fee, and the Federal Leaking Underground Storage Tank fee as mandated by law. Localities shall pay these fees on a separate line item on the invoice for fuel payment. The Successful Bidder shall provide documentation to each locality substantiating any fee increase or decrease and adjustments shall be made accordingly on invoices for payment. Please indicate the UGST and the LUGST fee on the bid form, page 12.
2. Reporting:

The Successful Bidder shall submit by August 1 of each contract period, a usage report to each Locality for the period July 1 through June 30. The usage report shall indicate total gallons per each location. Report shall also distinguish between number of gallons pumped into below ground storage tanks, and the number of gallons pumped into above ground storage tanks.

1. Environmental Management:

The Successful Bidder shall be responsible for complying with all federal, state, and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services, as applicable.

14. Labeling

Federal regulations require the labeling of all fuel dispensers to specify the type of fuel.  The Successful Bidder shall be responsible for correctly labeling all fuel dispensers for fuel provided during this contract in compliance with EPA 40 CFR 80.570 requirements and all other applicable rules and regulations.   Localities will inform Successful Bidder of any existing or new dispensers not labeled.

II. GENERAL CONTRACT TERMS AND CONDITIONS:

Attachment I-Henrico County, Chesterfield County, Hanover County and the Town of Ashland, Virginia

IFB # 13-9471-9JC

BID FORM

County of Henrico

Department of Finance

Purchasing Division

North Run Office Park

1590 East Parham Road

P. O. Box 90775

Henrico, Virginia 23273-0775

I/We hereby propose to establish annual contracts to provide #2 Ultra Low Sulfur Diesel (distillate), to the County of Henrico, County of Chesterfield, County of Hanover including the Hanover County School Board, and the Town of Ashland as needed and requested, in accordance with IFB#13-9471-9JC 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:

**Nothing herein shall bind the County of Henrico, the County of Hanover including the Hanover County School Board, the Town of Ashland or the County of Chesterfield (“Localities”)**, **to purchase any specified quantity.**

**Enclose one (1) original plus one (1) copy of the Bid Form pages 8-12, Bid Signature Sheet page 13, and Attachments A & B pages 16,17 and Attachment H page 51**

**Bidder shall complete all information requested. Failure to do so may cause your bid to be declared non-responsive.**

**Prices will escalate or decrease off of changes to the 6:00p.m. average rack price per gallon in Richmond, VA as indicated on the Thursday OPIS report.**

**Differential shall be four (4) decimal places.**

**USE THE FOLLOWING FORMULA TO COMPLETE THE FOLLOWING**:

**Posted Price per Gallon: The posted Rack Average price per gallon on the bid form will be based on the July 25, 2013 OPIS Distillate price of ($3.0442) for #2 Ultra Low Sulfur Diesel.**

**NET DELIVERED PRICE PER GALLON x ESTIMATED YEARLY USAGE IN GALLONS = TOTAL**

**DELIVERY IS F.O.B. DESTINATION, FREIGHT INCLUDED**

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**LOT 1 JOINT PRICE FOR HENRICO, HANOVER, TOWN OF ASHLAND AND CHESTERFIELD**

**Price per gallon of #2 Ultra Low Sulfur Diesel furnished and delivered based on a regular transport delivery and tank wagon delivery to locations listed on Attachments D, E, F and G.**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | A | B | C | D (B+C=D) | E | F (D x E = F) |
| Item # | Delivery | Posted Price  Per Gallon | Firm Differential  Per Gallon  (4 decimal) | Net Delivered Price Per Gallon | Estimated Yearly Usage in Gallons | Total |
| 1 | Transport | $3.0442 | $ | $ | 1,898,842 | $ |
| 2 | Tank Wagon | $3.0442 | $ | $ | 1,367,431 | $ |
|  | | | | **LOT 1 Bid Price Items (1+2)** | | $ |

**LOT 2 HENRICO COUNTY ONLY**

**Price per gallon of #2 Ultra Low Sulfur Diesel furnished and delivered based on a regular transport delivery and tank wagon delivery to locations listed on Attachment D.**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | A | B | C | D (B+C=D) | E | F (D x E = F) |
| Item # | Delivery | Posted Price  Per Gallon | Firm Differential  Per Gallon  (4 decimal) | Net Delivered Price Per Gallon | Estimated Yearly Usage in Gallons | Total |
| 1 | Transport | $3.0442 | $ | $ | 1,234,092 | $ |
| 2 | Tank Wagon | $3.0442 | $ | $ | 1,070,989 | $ |
|  | | | | **LOT 2 Total Bid Price (Items 1+2)** | | $ |

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**LOT 3 HANOVER COUNTY ONLY**

**Not for highway use – use for emergency generators, heating and solid waste refuse process equipment and highway equipment.**

**Price per gallon of #2 Ultra Low Sulfur Diesel furnished and delivered based on a regular transport delivery and tank wagon delivery to locations listed on Attachment E.**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | A | B | C | D (B+C=D) | E | F (D x E = F) |
| Item # | Delivery | Posted Price  Per Gallon | Firm Differential  Per Gallon  (4 decimal) | Net Delivered Price Per Gallon | Estimated Yearly Usage in Gallons | Total |
| 1 | Transport | $3.0442 | $ | $ | 0 | $ |
| 2 | Tank Wagon | $3.0442 | $ | $ | 68,562 | $ |
|  | | | | **LOT 3 Total Bid Price (Items 1+2)** | | $ |

**LOT 4 CHESTERFIELD COUNTY ONLY**

**Price per gallon of #2 Ultra Low Sulfur Diesel furnished and delivered based on a regular transport delivery and tank wagon delivery to locations listed on Attachment F.**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | A | B | C | D (B+C=D) | E | F (D x E = F) |
| Item # | Delivery | Posted Price  Per Gallon | Firm Differential  Per Gallon  (4 decimal) | Net Delivered Price Per Gallon | Estimated Yearly Usage in Gallons | Total |
| 1 | Transport | $3.0442 | $ | $ | 664,750 | $ |
| 2 | Tank Wagon | $3.0442 | $ | $ | 213,695 | $ |
|  | | | | **LOT 4 Total Bid Price Items (1+2)** | | $ |

IFB # 13-9471-9JC

**LOT 5 TOWN OF ASHLAND ONLY**

**Price per gallon of #2 Ultra Low Sulfur Diesel furnished and delivered based on a regular transport delivery and tank wagon delivery to locations listed on Attachment G.**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | A | B | C | D (B+C=D) | E | F (D x E = F) |
| Item # | Delivery | Posted Price  Per Gallon | Firm Differential  Per Gallon  (4 decimal) | Net Delivered Price Per Gallon | Estimated Yearly Usage in Gallons | Total |
| 1 | Transport | $3.0442 | $ | $ |  | $ |
| 2 | Tank Wagon | $3.0442 | $ | $ | 14,185 | $ |
|  | | | | **LOT 4 Total Bid Price Items (1+2)** | | $ |

Virginia Underground Storage Tank (UGST) Fee per gallon $\_\_\_\_\_\_\_\_\_\_

Federal Leaking Underground Storage Tank (LUGST) Fee per gallon $\_\_\_\_\_\_\_\_\_\_

Pumping fee for transport delivery to above ground tank that cannot be gravity fed. $\_\_\_\_\_\_flat fee. This fee is only in circumstances as described on page 4, Order and Delivery, line E.

**ADDITIONAL INFORMATION REQUIRED – Bidders shall complete the following information. Failure to do so may result in your bid being declared non-responsive**.

1. When placing orders, how many hours advance notice of delivery do you require:

Normal Orders: \_\_\_\_\_\_\_\_\_\_\_hours

Emergency Orders: \_\_\_\_\_\_\_\_\_\_\_hours

2. In the event, due to unforeseen circumstances, an order(s) are canceled, what is your provision for cancellation?

Advance Notice of Cancellation \_\_\_\_\_\_\_\_\_\_\_hours preferred

IFB # 13-9471-9JC

3. Please indicate your hours of delivery

Normal Delivery Hours \_\_\_\_\_\_\_\_\_\_

Emergency Delivery Hours \_\_\_\_\_\_\_\_\_\_

**(Emergency delivery response time shall be within 4 hours of receiving the call)**

4. Please list holiday(s) that your company is closed when deliveries will NOT be made.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. Whom may we contact at your company for 24-hour emergency service?

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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.

**To aid in the evaluation of bids, bidders must submit the original Bid Form pages 8-12, Bid Signature Sheet, page 13, Attachment A (Supplier’s Data Sheet), Attachment B (SCC form), Attachment H (Direct Contact with Students Response) plus 1 copy. Have you complied with this 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 this business, trade or occupation in the County of Henrico? \_\_\_ Yes \_\_\_\_ No

I/We acknowledge the receipt of:

Addendum No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Addendum No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

IFB # 13-9471-9JC

**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 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. § 1) or Va. Code §§ 59.1-9.1 through 59.1-9.17 or §§ 59.1-68.6 through 59.1-68.8.

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 NOT USE TRADE NAME): |
|  |
| ADDRESS: |
|  |
|  |
| SIGNATURE: |
| NAME OF PERSON SIGNING (print) |
| TITLE: |
| TELEPHONE: |
| EMERGENCY 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](http://eva.virginia.gov/).

eVA Registered?  **YES  NO**

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**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.

IFB # 13-9471-9JC

**ATTACHMENT A**

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 B**

**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 whose 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**

**COUNTY OF HENRICO, COUNTY OF HANOVER, COUNTY OF CHESTERFIELD AND TOWN OF ASHLAND**

**STANDARD INSURANCE REQUIREMENTS**

The Successful Bidder shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and is representative of the insurance policies.  The Certificate shall show the policy has been endorsed to name the County of Henrico and Henrico County Public Schools, Hanover County including the Hanover County School Board, the Town of Ashland and Chesterfield County (“Localities”) named as an additional insured for the Commercial General Liability and Excess/Umbrella Liability coverage.  The coverage shall be provided by a carrier(s) rated “Excellent” by A.M. Bests.   In addition, the insurer shall agree to give the Localities 30 days- notice of its decision to cancel coverage.

Workers’ Compensation

            Statutory Virginia Limits

            Employers’ Liability Insurance -   $100,000 for each Accident by employ

$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

Umbrella/Excess Liability - $1,000,000 per occurrence

Pollution Liability - $1,000,000 per occurrence, including remediation costs

NOTE1:     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 Vendor’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:     To satisfy the requirements for Commercial General Liability Coverage, the classification code numbers appearing on the Commercial General Liability coverage parts shall not exclude the symbols “X-C-U”.

NOTE 3:     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, Hanover County including the Hanover County School Board, the Town of Ashland and Chesterfield County (“Localities”)  This policy shall be endorsed to be primary with respect to the additional insured.

**Form MCS-90 must be attached to the automobile policy**

**Firms located outside of Virginia must have a “Sudden and Accidental Pollution Coverage” endorsement added to their auto policy.**

**An endorsement for “Wrongful Delivery of Liquid Products.”**

**ATTACHMENT D**

**HENRICO COUNTY LOCATIONS**

**Billing information is at the end of attachment D**

**#2 LOW SULFUR DIESEL FUEL**

**A) Central Automotive Maintenance Locations**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Location | Estimated Annual Usage in Gallons  #2 Low Sulfur Diesel Fuel | Tank Capacity in Gallons | Delivery |
| 1. | Central Automotive Maintenance  10301 Woodman Road  Glen Allen, VA 23060 | 872,283 | 20,000 | UGST  Transport  Overfill Protection  On Call |
| 2. | Central Automotive Maintenance  440 Dabbs House Road  Henrico, VA 23233 | 431,660 | 10,000 | UGST  Tank Wagon  Overfill Protection  Automatic |
| 3. | Varina High School  7053 Messer Road  Richmond, VA 23231-5500 | 176,074 | 10,000 | UGST  Tank Wagon  Overfill Protection  Automatic |
| 4. | Byrd Middle School  9400 Quioccasin Road  Henrico, VA 23238 | 164,643 | 10,000 | UGST  Tank Wagon  Overfill Protection  Automatic |
| 5. | Fire Station No. 13  12491 Church Road  Henrico, VA 23233-2200 | 23,473 | 1,000 | UGST  Tank Wagon  Overfill Protection  Automatic |
| 6. | Water Reclamation Facility  9101 WRVA Road  Henrico, VA 23231-8523 | 10,438 | 4,000 | UGST  Tank Wagon  Overfill Protection  Automatic |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **B) Henrico Sheriff’s Department Locations** | | | | |
|  | Location | Estimated Annual Usage in Gallons  #2 Low Sulfur Diesel Fuel | Tank Capacity in Gallons | Delivery |
| 7. | Jail West  4301 E. Parham Road  Henrico, VA 23222 | 2,551 | 4,000 | AGST  Tank Wagon  Overfill Protection  On Call |
| 8. | Jail East  17320 New Kent Highway  Barhamsville, VA 23011 | 148,759 | 10,000 | AGST  Transport  Overfill Protection  On Call |

**C) James River Juvenile Detention Center**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Location | Estimated Annual  Usage in Gallons  #2 Low Sulfur  Diesel Fuel | Tank Capacity in  Gallons | Delivery |
| 9. | James River Juvenile  Detention Center  3650 Beaumont Road  Powhatan, VA 23139 | 3,700 | 8,000 | AGST  Tank Wagon  On Call |

**D) Henrico Recreation and Parks**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Location | Estimated Annual Usage in Gallons  #2 Low Sulfur Diesel Fuel | Tank Capacity in Gallons | Delivery |
| 10. | Varina Recreation Center  8081 Recreation Road  Richmond, VA 23231-7033 | 800 | 550 | UGST  Tank Wagon  Overfill Protection  Automatic |
| 11. | Recreation & Parks Maintenance  10305 Woodman Road  Glen Allen, VA 23060-4421 | 3,600 | 2,000 | UGST  Tank Wagon  Overfill Protection |
| 12. | Sandston Recreation  11 J.B.Finley St.  Sandston, VA 23150 | 1,300 | 550 | AGST  Tank Wagon  Automatic |
| 13. | Virginia Randolph Recreation  2206 Mountain Road  Glen Allen, VA 23060 | No consumption | 257 | AGST  Tank Wagon  Automatic |
| 14. | Belmont Golf Course  1600 Hilliard Road  Richmond, VA 23228 | 4,000 | 1,000 | AGST  Tank Wagon  Overfill Protection  On Call |
| 15. | Dotson House  3501 New Market Road  Richmond, VA 23231 | No consumption | 275 | AGST  Tank Wagon  Automatic |
| 16. | Deep Run Recreation Center  9910 Ridgefield Parkway  Richmond, VA | 500 | 1,000 | AGST  Tank Wagon  Overfill Protection  On Call |
| 17. | Three Lakes Nature Center  400 Sausiluta Drive  Richmond, VA | 500 | 500 | AGST  Tank Wagon  Overfill Protection  On Call |
| **E) Henrico Building and Ground Locations** | | | | |
|  | Location | Estimated Annual Usage in Gallons  #2 Low Sulfur Diesel Fuel | Tank Capacity in Gallons | Delivery |
| 18. | Henrico County Court House  4301 E. Parham Road  Richmond, VA 23228 | 207 | 4,000 | UGST  Tank Wagon  Overfill Protection  Automatic |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 19. | Public Safety Building  7721 E. Parham Road  Richmond, VA 23228 | No consumption | 4,000 | UGST  Tank Wagon  Overfill Protection  Automatic |
| 20. | Training Facility  7701 E. Parham Road  Richmond, VA 23228 | No consumption | 4,000 | UGST  Tank Wagon  Overfill Protection  Automatic |
| 21. | Administration Building  4301 E. Parham Road  Richmond, VA 23228 | 5,300 | 4,000 | UGST  Tank Wagon  Overfill Protection  Automatic |
| 22. | Administration Annex  4301 E. Parham Road  Richmond, VA 23228 | No consumption | 4,000 | UGST  Tank Wagon  Overfill Protection  Automatic |
| 23. | Juvenile Detention  4201 E. Parham Road  Richmond, VA 23228 | 450 | 500 | AGST  Tank Wagon  Automatic |
| 24. | Juvenile Courts  4201 E. Parham Road  Richmond, VA 23228 | No consumption | 250 | AGST  Tank Wagon  Automatic |
| 25. | Telephone Room  10303 Woodman Road  Glen Allen, VA 23060 | No consumption | 150 | AGST  Tank Wagon  Automatic |
| 26. | Dabbs House  3812 Nine Mile Road  Henrico, VA 23233 | 1,414 | 2,000  500 | AGST  Tank Wagon  Automatic |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **F) Henrico Public Utilities – Solid Waste** | | | | |
|  | Location | Estimated Annual Usage in Gallons #2 Low Sulfur  Diesel Fuel | Tank Capacity in Gallons | Delivery |
| 27. | Charles City Road Landfill  2075 Charles City Road  Richmond, VA | 2,787 | 250 | AGST  Tank Wagon  Automatic |
| 28. | Springfield Landfill  Nuckols Road  Glen Allen, VA 23060 | 40,257 | 500 | AGST  Tank Wagon  Automatic |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **G) Henrico Public Utilities – Water & Sewer Pumping** | | | | |
|  | Location | Estimated Annual Usage in Gallons  #2 Low Sulfur Diesel Fuel | Tank Capacity in Gallons | Delivery |
| 29. | Almond Creek  5700 Old Osborne Turnpike  Richmond, VA 23231 | 1,000 | 1,000 | UGST  Tank Wagon  Overfill Protection  On Call |
| 30. | Allens Branch  10620 Fords Country Lane  Glen Allen, VA 23059 | 4,000 | 4,000 | AGST  Tank Wagon  Overfill Protection  On Call |
| 31. | Holladay Branch  10500 Friars Walk Terrace  Richmond, VA 3059 | 1,000 | 1,000 | UGST  Tank Wagon  Overfill Protection  On Call |
| 32. | Bradley Acres  202A Woodview Dr.  Richmond, VA 23229 | 275 | 275 | AGST  Tank Wagon  On Call |
| 33. | Broadwater 1  1601 Graves Rd.  Sandston, VA 23150 | 2,000 | 2,000 | AGST  Tank Wagon  Overfill Protection  On Call |
| 34. | Chickahominy  4401 Mechanicsville Turnpike  Richmond, VA 23223 | 1,000 | 1,000 | UGST  Tank Wagon  Overfill Protection  On Call |
| 35. | Gillies Creek  2501 Jennie Scher Road  Richmond, VA 23231 | 4,000 | 4,000 | UGST  Tank Wagon  Overfill Protection  On Call |
| 36. | Meredith Branch  5028 Fairlake Lane  Richmond, VA 23294 | 1,000 | 1,000 | UGST  Tank Wagon  Overfill Protection  On Call |
| 37. | Mountain Road  10401 Mountain Road  Glen Allen, VA 23059 | 1,000 | 1,000 | UGST  Tank Wagon  Overfill Protection  On Call |
| 38. | New Market  7580 Laurel Hill Lane  Richmond, VA 23231 | 1,000 | 1,000 | UGST  Tank Wagon  Overfill Protection  On Call |
| 39. | River Road  10020 River Rd.  Richmond, VA 23233 | 4,000 | 4,000 | AGST  Tank Wagon  Overfill Protection  On Call |
| 40. | Robin Avenue  100 Robin Avenue  Richmond, VA 23233 | 2,000 | 2,000 | UGST  Tank Wagon  Overfill Protection  On Call |
| 41. | Rooty Branch  5600 Cox Road  Glen Allen, VA 23060 | 1,000 | 1,000 | UGST  Tank Wagon  Overfill Protection  On Call |
| 42. | Shady Grove  5237 Shady Grove Road  Glen Allen, VA 23059 | 2,000 | 2,000 | AGST  Tank Wagon  Overfill Protection  On Call |
| 43. | Virginia Center  10201 Virginia Center Parkway  Glen Allen, VA 23059 | 1,000 | 1,000 | UGST  Tank Wagon  Overfill Protection  On Call |
| 44. | White Oak  5645 Beluah Road  Sandston, VA 23150 | 1,000 | 1,000 | UGST  Tank Wagon  Overfill Protection  On Call |
| 45. | Strawberry Hills  4700 Vawter St.  Richmond, VA | 1,000 | 1,000 | UGST  Tank Wagon  Overfill Protection  On Call |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 46. | Peyton Street  3003 Peyton Street  Richmond, VA 23228 | 250 | 250 | Belly Tank  Tank Wagon  Overfill Protection  On Call |
| 47. | Elko Sewer Pumping Station  4570 Portugee Road  Sandston, VA 23150 | 4,000 | 4,000 | AGST  Tank Wagon  Overfill Protection |
| 48. | Elko Water Pumping Station  3801 Portugee Road  Sandston, VA 23150 | 2,000 | 2,000 | AGST  Tank Wagon  Overfill Protection |
| 49. | Ridge Tank  6911 Henrico Ave.  Richmond, VA 23229 | 1,000 | 1,000 | AGST  Tank Wagon  Overfill Protection |
| 50. | Cox Tank  3451 Cox Road  Richmond, VA 23233 | 75 | 75 | Belly Tank  Tank Wagon  Overfill Protection |
| 51. | Eubank Tank  5101 Eubank Road  Richmond, VA 23231 | 75 | 75 | Belly Tank  Tank Wagon  Overfill Protection |
| 52. | Lawrence Tank  3420 N. Parham Road  Richmond, VA 23294 | 1,000 | 1,000 | AGST  Tank Wagon  Overfill Protection |
| 53. | ACCA  Westwood Ave.  Richmond, VA 23230 | 75 | 75 | Belly Tank  Tank Wagon  Overfill Protection |
| 54. | Three Chopt Water Pumping Station  1103 Horsepen Road  Richmond, VA 23229 | 2,000 | 2,000 | AGST  Tank Wagon  Overfill Protection |
| 55. | Mayfield  2133 Park Lane  Richmond, VA | 125 | 125 | AGST  Tank Wagon  Overfill Protection |
| 56. | Willow Lawn  5207 Markell Road  Richmond, VA 23230 | 250 | 250 | AGST  Tank Wagon  Overfill Protection |
| 57. | Len Ave  2703 E. Laburnum Ave  Richmond, VA 23222 | 1,500 | 1500 | AGST  Tank Wagon  Overfill Protection |
| 58. | Operations Center  1401 Woodman Road  Glen Allen, VA 23060 | 2,000 | 2,000 | AGST  Tank Wagon  Overfill Protection |
| 59. | Four Mile Creek  3517 New Market Road  Richmond, VA 23231 | 2,000 | 2,000 | AGST  Tank Wagon  Overfill Protection |
| 60. | Popular Springs  Portugee Road  Sandston, VA 23150 | 2,000 | 2,000 | AGST  Tank Wagon  Overfill Wagon |
| **H) Henrico Public Utilities – Water Reclamation Facility** | | | | |
|  | Location | Estimated Annual Usage in Gallons  #2 Low Sulfur Diesel Fuel | Tank Capacity in Gallons | Delivery |
| 61. | Water Reclamation Facility  9101 WRVA Road  Richmond, VA 23231 | 106,525 | 5000 | AGST  Tank Wagon  Overfill Protection  On Call |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 62. | Water Reclamation Facility  9101 WRVA Road  Richmond, VA 23231 | 106,525 | 20,000 | AGST  Transport  Overfill Protection  On Call |
| 63. | Water Reclamation Facility  9101 WRVA Road  Richmond, VA 23231 | 106,525 | 15,000 | UGST  Transport  Overfill Protection  On Call |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **I) Henrico Division of Fire** | | | | |
|  | Location | Estimated Annual Usage in Gallons  #2 Low Sulfur Diesel Fuel | Tank Capacity in Gallons | Delivery |
| 64. | Fire Station #3  908 E. Nine Mile Road  Richmond, VA | 787 | 550 | UGST  Tank Wagon  Automatic |
| 65. | Fire Station #8  8000 Patterson Ave.  Richmond, VA 23229 | 322 | 1,000 | UGST  Tank Wagon  Automatic |
| 66. | Fire Station #11  1754 Hungary Rd.  Richmond, VA 23228 | 1,466 | 1,000 | UGST  Tank Wagon  Automatic |
| 67. | Fire Station #15  3820 Mountain Road  Glen Allen, VA 23060 | 1,212 | 1,000 | UGST  Tank Wagon  Automatic |
| 68. | Fire Station #16  5381 Shady Grove Road  Glen Allen, VA 23060 | 1,258 | 1,000 | UGST  Tank Wagon  Automatic |
| **J) Henrico Mental Health and Developmental** | | | | |
|  | Location | Estimated Annual Usage in Gallons  #2 Low Sulfur Diesel Fuel | Tank Capacity in Gallons | Delivery |
| 69. | Residence  319 Treva Road  Richmond, VA 23150 | 1,149 | 275 | Tank Wagon  AGST  On Call |
| 70. | Residence  4810 Allenshaw Dr.  Richmond, VA 23231 | 1,186 | 275 | Tank Wagon  AGST  On Call |
| **K) Henrico County Schools** | | | | |
|  | Location | Estimated Annual Usage in Gallons  #2 Low Sulfur Diesel Fuel | Tank Capacity in Gallons | Delivery |
| 71. | Hermitage High School  8301 Hungary Spring Road  Richmond, VA | No consumption | 275 | AGST  Tank Wagon  Overfill Protection  Automatic |
| 72. | Tucker High School  2910 Parham Road  Richmond, VA 23294 | No consumption | 15,000 | UGST  Transport  Overfill Protection  On Call |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 73. | Godwin High School  2101 Pump Road  Richmond, VA 23233 | 208 | 250 | AGST  Automatic |
| 74. | Henrico High School  302 Azalea Ave  Richmond, VA 23227 | No consumption | 275 | AGST  Tank Wagon  Automatic |
| 75. | Seven Pines Elementary  301 Beulah Road  Sandston, VA 23150 | 21,199 | 4,000 | UGST  Tank Wagon  Overfill Protection  On Call |
| 76. | Highland Springs High School  15 S. Oak Ave.  Highland Springs, VA 23075 | 180  Out of Service | 275  4,000 | AGST  Tank Wagon  UGST  Tank Wagon  On Call |
| 77. | Rolfe Middle School  6901 Messer Road  Richmond, VA 23231 | No consumption | 275 | AGST  Tank Wagon  Overfill Protection  Automatic |
| 78. | Tuckahoe Middle School  9000 Three Chopt Road  Richmond, VA 23229 | No consumption | 250 | AGST  Tank Wagon  Automatic |
| 79. | Brookland Middle School  9200 Lydell Dr.  Richmond, VA 23228 | No consumption | 275 | AGST  Tank Wagon  Automatic |
| 80. | Mt. Vernon Middle School  7850 Carousel Lane  Richmond, VA 23294 | No consumption | 275  2 tanks | AGST  Tank Wagon  Automatic |
| 81. | Short Pump Middle  4701 Pouncey Tract Rd.  Glen Allen, VA 23059 | 200 | 275 | AGST  Tank Wagon  Automatic |
| 82. | Shady Grove Elementary  12200 Wyndham Lake Dr.  Richmond, VA 23059 | 18 | 275 | AGST  Tank Wagon  Automatic |
| 83. | Longdale Elementary  9500 Norfolk St.  Glen Allen, VA 23060 | No consumption | 275 | AGST  Tank Wagon  Automatic |
| 84. | Fair Oaks Elementary  201 Jennings Road  Highland Springs, VA 23075 | No consumption | 4,000 | UGST  Tank Wagon  Overfill Protection  Automatic |
| 85. | Glen Allen Elementary  11101 Mill Road  Glen Allen, 23060 | No consumption | 250 | UGST  Tank Wagon  Automatic |

**L) Henrico Public Utilities – Water Treatment Facility**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Location | Estimated Annual Usage in Gallons  #2 Low Sulfur Diesel Fuel | Tank Capacity in Gallons | Delivery |
| 86. | Raw Water Pumping Station  1201 South Gaskins Road  Richmond, VA 23150 | 8,000 | 13,000 | AGST  Tank Wagon  Overfill Protection  On Call |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 87. | Water Treatment Facility  10111 Three Chopt Road  Richmond, VA 23233 | 7,000 | 12,000 | AGST  Tank Wagon  Overfill Protection  On Call |

**UGST UNDER GROUND STORAGE TANK**

**AGST ABOVE GROUND STORAGE TANK**

"Automatic" means that the Successful Bidder will ensure that the storage tank is kept filled such

that the tank does not run below 35% capacity based on customer usage at that fuel site.

“On call" means that the municipality will place an order for a fuel delivery that must be filled within

48 hours.

**Billing Addresses for**

**Henrico County**

A) Henrico County Central Automotive Maintenance

Attn: Terry Jarreau

10301 Woodman Road

Glen Allen, VA 23060

B) Henrico County Sheriff’s Department

Attn: Dana Powell

PO Box 27032

Richmond, VA 23273-7032

C) James River Juvenile Detention Center

Attn: Pat Carrington

3650 Beaumont Road

Powhatan, VA 23139

D) Henrico County Recreation & Parks

PO Box 90775

Richmond, VA 23273-0775

E) Henrico County Building and Grounds

Attn: Sharon McKenny

PO Box 27032

Richmond, VA 23273-7032

F) Henrico County Public Utilities – Solid Waste

Attn: Evelyn McGuire

PO Box 27032

Richmond, VA 23273-7032

G) Henrico County Public Utilities

Attn: Jim Woodbury

PO Box 27032

Richmond, VA 23273

H) Henrico County Water Reclamation Facility

Attn: David McCoy

PO Box 27032

Richmond, VA 23273

I) Henrico County Division of Fire

Attn: Michelle Smoot

PO Box 27032

Richmond, VA 23273-7032

J) Henrico County Mental Health and Developmental Services

Attn: Serena Nadal

PO Box 27032

Richmond, VA 23273

K) Henrico County Public Schools Construction & Maintenance

Attn: Kathy Wingfield

PO Box 23120

Richmond, VA 23223

L) Henrico County Water Treatment Facility

Attn: Kay McOsker

10111 Three Chopt Road

Richmond, VA 23233

**ATTACHMENT E**

**COUNTY OF HANOVER AND HANOVER COUNTY SCHOOL BOARD**

**DELIVERY SITES AND ESTIMATED ANNUAL USAGE**

**# 2 LOW SULFUR DIESEL FUEL – Not for Highway Use**

**(Use for emergency generators, heating and solid waste refuse process equipment and highway equipment)**

**GROUP 1** FACILITIES MANAGEMENT

GENERATOR LOCATIONS:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Site # | Location | Estimated Annual Usage In Gallons | Tank Capacity In Gallons | Delivery |
| 1 | Vaughan/Bradley Law Enforcement Bldg.  7522 County Complex Road  Hanover Courthouse Complex  Hanover, VA 23069 | 1. Emergency Generator | 500 | AGST  AUTOMATIC |
| 2 | Administration Building  7516 County Complex Road  Hanover Courthouse Complex  Hanover, VA 23069 | 200 Emergency  Generator | 250 | AGST  AUTOMATIC |
| 3 | Circuit Court Bldg.  7507 Library Drive  Hanover Courthouse Complex  Hanover, VA 23069 | 1. Emergency   Generator | 10 | AGST  AUTOMATIC |
| 4 | Wickham Bldg. (NEW)  7497 County Complex Road  Hanover Courthouse Complex  Hanover, VA 23069 | 250 Emergency  Generator | 75 | AGST  AUTOMATIC |
| 5 | Taylor Well  (behind Hanover Cannery)  Taylor Complex Lane,  Ashland, VA 23005 | 200 Emergency  Generator | 250 | AGST  AUTOMATIC |

**GROUP 1** FACILITIES MANAGEMENT

HEATING LOCATIONS:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Site # | Location | Estimated Annual Usage In Gallons | Tank Capacity In Gallons | Delivery |
| 1 | Animal Shelter  12471 Taylor Complex Lane  Taylor Complex  Ashland, VA 23005 | 8000 | 1000 | AGST  AUTOMATIC |
| 2 | Circuit Court Bldg.  7507 Library Drive  Hanover Courthouse Complex  Hanover, VA 23069 | 5250 | 2500 | AGST  AUTOMATIC |
| 3 | County Cannery  12491 Taylor Complex Lane  Taylor Complex  Ashland, VA 23005 | 1000 | 550 | AGST  AUTOMATIC |
| 4 | Finance - Old Clerks Office Bldg.  7496 County Complex Road  Hanover Courthouse Complex  Hanover, VA 23069 | 2500 | 2500 | AGST  AUTOMATIC |
| 5 | Wickham Bldg. (OLD)  7497 County Complex Road  Hanover Courthouse Complex  Hanover, VA 23069 | 2300 | 2500 | AGST  AUTOMATIC |
| 6 | Wickham Bldg. (NEW)  7497 County Complex Road  Hanover Courthouse Complex  Hanover, VA 23069 | 2500 | 2500 | AGST  AUTOMATIC |
| 7 | Wickham Annex Bldg.  7515 County Complex Road  Hanover Courthouse Complex  Hanover, VA 23069 | 2500 | 550 | AGST  AUTOMATIC |
| 8 | Vaughan/Bradley Law Enforcement Bldg.  7522 County Complex Road  Hanover Courthouse Complex  Hanover, VA 23069 | 11500 | 2500 | AGST  AUTOMATIC |

**GROUP 2** COMMUNICATIONS

GENERATOR LOCATIONS:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Site # | Location | Estimated Annual Usage In Gallons | Tank Capacity In Gallons | Delivery |
| 1 | Communications Bldg.  7501 Library Drive  Hanover, VA 23069 | 1000 Emergency Generator | 2000 | UGST  ON CALL |
| 2 | Poor Farm Tower Site  12481 W. Patrick Henry Road  Ashland, VA 23005 | 100 Emergency  Generator | 500 | AGST  ON CALL |
| 3 | Montpelier Tower Site  15181 Clazemont Road  Montpelier, VA 23192 | 100 Emergency  Generator | 500 | AGST  ON CALL |
| 4 | Pole Green Tower Site  9027 Pole Green Park Lane  Mechanicsville, VA 23116 | 100 Emergency  Generator | 500 | AGST  ON CALL |
| 5 | Courthouse Tower Site  13476 Hanover Courthouse Road,  Hanover, VA 23069 | 75 Emergency  Generator | 250 | AGST  ON CALL |
| 6 | Elmont Tower Site  12005 Willow Farm Dr.  Ashland, VA 23005 | 150 Emergency  Generator | 2000 | AGST  ON CALL |
| 7 | Farrington Tower Site  14586 Mountain Road  Ashland, VA 23005 | 100 Emergency  Generator | 1300 | AGST  ON CALL |
| 8 | Rockville Tower Site  16405 MLC Lane  Rockville, VA 23146 | 100 Emergency  Generator | 1300 | AGST  ON CALL |
| 9 | Beaverdam Tower Site  19180 Halls Hideaway Lane  Beaverdam, VA 23015 | 100 Emergency  Generator | 1300 | AGST  ON CALL |
| 10 | Coatesville Tower Site  13006 Old Ridge Road  Beaverdam, VA 23015 | 100 Emergency  Generator | 1300 | AGST  ON CALL |
| 11 | Dowell Tower Site  10080 Kings Dominion Blvd  Doswell, VA 23047 | 100 Emergency  Generator | 1300 | AGST  ON CALL |
| 12 | Gum Tree Tower Site  15108 Washington Highway  Ashland, VA 23005 | 100 Emergency  Generator | 1300 | AGST  ON CALL |
| 13 | Georgetown Tower Site  11375 Georgetown Road  Mechanicsville, VA 23116 | 100 Emergency  Generator | 1300 | AGST  ON CALL |
| 14 | Old Church Tower Site  2343 Old Church Road  Mechanicsville, VA 23111 | 100 Emergency  Generator | 1300 | AGST  ON CALL |
| 15 | Ellyson’s Garage Tower Site  5834 Cold Harbor Road  Mechanicsville, VA 23111 | 100 Emergency  Generator | 1300 | AGST  ON CALL |
| 16 | Sinclair Tower Site  8096 Shady Grove Road  Mechanicsville, VA 23111 | 100 Emergency  Generator | 1300 | AGST  ON CALL |
| 17 | Holly Hill Tower Site  11263 Cedar Lane  Glen Allen, VA 23069 | 100 Emergency  Generator | 1300 | AGST  ON CALL |

**GROUP 3** FIRE EMS ADMINISTRATIONS

GENERATOR LOCATIONS:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Site # | Location | Estimated Annual Usage In Gallons | Tank Capacity In Gallons | Delivery |
| 1 | Ashland VFD  201 Duncan Street  Ashland, VA 23005 | 1. Emergency   Generator | 1460 | AGST  AUTOMATIC |
| 2 | Beaverdam VFD  16150 Trainham Road  Beaverdam, VA 23015 | 1. Emergency   Generator | 100 | AGST  AUTOMATIC |
| 3 | Eastern Hanover VFD  4428 Mechanicsville Turnpike  Mechanicsville, VA 23111 | 500 Emergency  Generator | 100 | AGST  AUTOMATIC |
| 4 | Doswell VFD  16243 Washington Highway  Doswell, VA 23047 | 500 Emergency  Generator | 100 | AGST  AUTOMATIC |
| 5 | Hanover Courthouse VFD  13326 Hanover Courthouse Rd  Hanover, VA 23069 | 700 Emergency  Generator | 150 | AGST  AUTOMATIC |
| 6 | Henry VFD  9634 Chamberlayne Road  Mechanicsville, VA 23116 | 500 Emergency  Generator | 100 | AGST  AUTOMATIC |
| 7 | Mechanicsville VFD  7161 Stonewall Parkway  Mechanicsville, VA 23111 | 1. Emergency   Generator | 100 | AGST  AUTOMATIC |
| 8 | Montpelier VFD  16861 Mountain Road  Montpelier, VA 23192 | 1. Emergency   Generator | 100 | AGST  AUTOMATIC |
| 9 | Rockville VFD  11445 Rockville Road  Rockville, VA 23146 | 1. Emergency   Generator | 100 | AGST  AUTOMATIC |
| 11 | Farrington VFD  12300 Farrington Road  Glen Allen, VA 23059 | 1. Emergency   Generator | 1460 | AGST  AUTOMATIC |
| 12 | Black Creek VFD  6229 McClellan Road  Mechanicsville, VA 23111 | 1. Emergency   Generator | 944 | AGST  AUTOMATIC |
| 13 | Ashcake VRS  8375 New Ashcake Road  Mechanicsville, VA 23111 | 52 Emergency Generator | 100 | AGST  AUTOMATIC |
| 14 | Eastern Hanover VRS  8105 Walnut Grove Road  Mechanicsville, VA 23111 | 975 Emergency  Generator | 500 | AGST  AUTOMATIC |
| 15 | West Hanover VRS  17005 Beaverdam Road  Beaverdam, VA 23015 | 500 Emergency  Generator | 250 | AGST  AUTOMATIC |

**GROUP 3** FIRE EMS ADMINISTRATIONS

HEATING LOCATIONS:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Site # | Location | Estimated Annual Usage In Gallons | Tank Capacity In Gallons | Delivery |
| 1 | Ashland VFD  201 Duncan Street  Ashland, VA 23005 | 1000 | 500 | AGST  AUTOMATIC |
| 11 | Farrington VFD  12300 Farrington Road  Glen Allen, VA 23059 | 200 | 500 | AGST  AUTOMATIC |
| 12 | Black Creek VFD  6229 McClellan Road  Mechanicsville, VA 23111 | 500 | 500 | AGST  AUTOMATIC |

**GROUP 4** OPERATIONS & MAINTENANCE, PUBLIC UTILITIES

GENERATOR LOCATIONS:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Site # | Location | Estimated Annual Usage In Gallons | Tank Capacity In Gallons | Delivery |
| 1 | Doswell Water Plant  10076 Kings Dominion Blvd.  Doswell, VA 23047 | 1. Emergency   Generator | 5000 | AGST  OVERFLOW  PROTECTION |
| 2 | Doswell Wastewater Plant  15468 Theme Park Way  Doswell, VA 23047 | 1. Emergency   Generator | 500 | AGST |
| 3 | Doswell Water Storage Tank  U. S. Route 1  Doswell, VA 23047 | 1. Emergency   Generator | 500 | AGST |
| 4 | Ashland Wastewater Plant  106 West Vaughan Street  Vaughan’s Crossing Pump Station  Ashland, VA 23005 | 2000 Emergency  Generator  400 Emergency  Generator | 1000  500 | AGST  OVERFLOW  PROTECTION  AGST |
| 5 | Beaverdam Pump Station  7043 Mill Valley Road  Mechanicsville, VA 23111 | 1. Emergency   Generator | 2000 | AGST |
| 6 | Air Park Pump Station  10096 Whitesel Road  Hanover Industrial Airpark  Ashland, VA 23005 | 200 Emergency  Generator | 400 | AGST |
| 7 | Sliding Hill Pump Station  10202 King Acres Road  Hanover Industrial Airpark  Ashland, VA 23005 | 125 Emergency  Generator | 250 | AGST |
| 8 | Chickahominy Middle School  Pump Station #5  Honey Meadows Road  (behind school)  Mechanicsville, VA 23116 | 300 Emergency  Generator | 575 | AGST |
| 9 | Harris Court Storage Tank  6046 Calmar Drive  Near Lee Davis High School  Mechanicsville, VA 23111 | 150 Emergency  Generator | 150 | AGST |
| 10 | South Taylor St. /Pleasant St.  750 South Taylor Street  Near Intersection of South Taylor and Pleasant Streets  Ashland, VA 23005 | 1. Emergency   Generator | 500 | AGST |
| 11 | Royal Glenn Pump Station  9429 Kenn Way  Mechanicsville, VA 23116 | 100 Emergency  Generator | 70 | AGST |
| 12 | Best Products Pump Station  Behind Mega Office Furniture  On Elliot Crossing Road  14174 N. Washington Hwy.  Ashland, VA 23005 | 100 Emergency  Generator | 425 | AGST |
| 13 | Shelton Point Lift Station  9167 Sentry Station Road  Mechanicsville, VA 23116 | 175 Emergency  Generator | 175 | AGST |
| 14 | Lockwood Pumping Station  8310 Richfood Road  Mechanicsville, VA 23111 | 800 Emergency  Generator | 650 | AGST |
| 15 | Hanover Lift Station  Route 301 and Courthouse  7529 Hanover Courthouse Rd.  Hanover, VA 23069 | 200 Emergency  Generator | 350 | AGST |
| 16 | Mechumps Creek Pump Station  819 England Street  Ashland, VA 23005 | 250 Emergency  Generator | 250 | AGST |
| 17 | Pamunkey Regional Jail Water  Storage Tank  7430 Courtland Farm Road  Hanover, VA 23069 | 250 Emergency  Generator | 700 | AGST |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 18 | Pamunkey Regional Jail Well Site  7430 Courtland Farm Road  Hanover, VA 23069 | 100 Emergency  Generator | 225 | AGST |
| 19 | Totopotomy Wastewater Plant  9103 Pole Green Park Road  Mechanicsville, VA 23116 | 1. Emergency   Generator  500 Emergency  Generator | 2500  800 | AGST |
| 20 | Hanover Courthouse Sewage Treatment Plant (STP)  13500 Hanover Courthouse Road, Hanover, VA 23069 | 200 Emergency  Generator | 500 | AGST |
| 21 | James. T. Bruce Operations Center  9015 Pole Green Park Lane  Mechanicsville, VA 23116 | 350 Emergency  Generator | 705 | AGST |
| 22 | Lee Davis Road Lift Station  8035 Old Hickory Road  Mechanicsville, VA 23111 | 700 Emergency  Generator | 1500 | AGST |
| 23 | Country Club Hills Lagoon  13120 West Patrick Henry Road  Ashland, VA 23005 | 100 Emergency  Generator | 150 | AGST |
| 24 | Air Park WST  10424 Leadbetter Road  Ashland, VA 23005 | 100 Emergency  Generator | 250 | AGST |
| 25 | Ashland Park PS  Address not yet assigned | 100 Emergency  Generator | 300 | AGST |
| 26 | Dianne Ridge Rural Well Site  9142 Blakewood Drive  Mechanicsville, VA 23116 | 30 Emergency  Generator | 62 | AGST |
| 27 | Georgetown Rural Well Site  10996 Sugarloaf Drive  Mechanicsville, VA 23116 | 50 Emergency  Generator | 150 | AGST |
| 28 | Grassy Swamp PS  Address not yet assigned | 300 Emergency  Generator | 900 | AGST |
| 29 | Middle Chickahominy River PS  9200 Giles Farm Road  Mechanicsville, VA 23116 | 400 Emergency  Generator | 1000 | AGST |
| 30 | Oak Hill Estates WST  12331 Lees Lane  Ashland, VA 23005 | 40 Emergency  Generator | 100 | AGST |
| 31 | Oak Hill AG LS  11989 Sunset Drive  Ashland, VA 23005 | 30 Emergency  Generator | 60 | AGST |
| 32 | Poteet LS  7087 Brooking Way  Mechanicsville, VA 23111 | 50 Emergency  Generator | 100 | AGST |
| 33 | Presidential Park LS  Hill Carter Parkway  Ashland, VA 23005 | 20 Emergency  Generator | 100 | AGST |
| 34 | Quarles Road WST & WWPS  303 Quarles Road  Ashland, VA 23005 | 400 Emergency  Generator | 930 | AGST |
| 35 | Sinclair Manor Rural Well Site  4182 Doolittle Drive  Mechanicsville, VA 23111 | 30 Emergency  Generator | 67 | AGST |
| 36 | Snead Street PS  229 Thompson Street  Ashland, VA 23005 | 100 Emergency  Generator | 200 | AGST |
| 37 | Strawhorn Rural Well Site  6507 Strawbank Drive  Mechanicsville, VA 23111 | 60 Emergency  Generator | 145 | AGST |
| 38 | Airpark Water Storage Tank (Behind Chickahominy VFD)  10414 South Leadbetter Road  Ashland, VA 23005 | 250 Emergency  Generator | 500 | AGST (belly tank under generator) |

**GROUP 5** HANOVER COUNTY GENERAL SERVICES DEPARTMENT, FLEET DIVISION

GENERATOR LOCATIONS:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Site # | Location | Estimated Annual Usage In Gallons | Tank Capacity In Gallons | Delivery |
| 1 | Hanover County Fleet Division, 11375 North Lakeridge Parkway  Ashland, VA 23005 | 100 Emergency  Generator | 400 | AGST |

**GROUP 6** PAMUNKEY REGIONAL JAIL

GENERATOR LOCATIONS:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Site # | Location | Estimated Annual Usage In Gallons | Tank Capacity In Gallons | Delivery |
| 1 | Pamunkey Regional Jail  7240 Courtland Farm Road  Hanover. VA 23069 | 1000 Emergency  Generator | 1000 |  |

**GROUP 7** HANOVER COUNTY SCHOOL BOARD

GENERATOR LOCATIONS:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Site # | Location | Estimated Annual Usage In Gallons | Tank Capacity In Gallons | Delivery |
| 1 | Patrick Henry High School  12449 W. Patrick Henry Road  Ashland, VA 23005 | 100 | 250 | AGST  AUTOMATIC |
| 2 | Lee Davis High School  7052 Mechanicsville Turnpike  (Intersection of RT. 360 & 643)  Mechanicsville, VA 23111 | 100 | 250 | AGST  AUTOMATIC |

**GROUP 7 HANOVER COUNTY SCHOOL BOARD**

HEATING LOCATIONS:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Site # | Location | Estimated Annual Usage In Gallons | Tank Capacity In Gallons | Delivery |
| 1 | Maintenance Department  12477 W. Patrick Henry Road  (Route 54 West, adj. to P.H.H.S.)  Ashland, VA 23005 | 1000 | 2000 | UGST  AUTOMATIC |

**GRAND TOTAL ESTIMATED ANNUAL USAGE IN GALLONS (rounded): 69,000.**

UGST UNDER GROUND STORAGE TANK

AGST ABOVE GROUND STORAGE TANK

"Automatic" means that the Successful Bidder will ensure that the storage tank is kept filled such

that the tank does not run below 35% capacity based on customer usage at that fuel site.

“On call" means that the municipality will place an order for a fuel delivery that must be filled within

48 hours.

**INSPECTION OF DELIVERY LOCATIONS:**

**County of Hanover:**

**GROUP 1** Mr. Dave Butler, Director of Facilities Management (804) 365-6180

**GROUP 2** Mr. Charles Smith, Communications (804) 365-3176

**GROUP 3** Chief Jethro Piland, Fire EMS Administration (804) 365-6195

**GROUP 4** Mr. David VanGelder, Chief of Operations & Maintenance,

Public Utilities (804) 365-6235

**GROUP 5** Mr. David Guyton, Fleet Operations Manager (804) 365-6507

**GROUP 6** Mr. Troy Tyree, Maintenance Supervisor, Pamunkey Regional Jail (804) 537-3036

**Hanover County School Board:**

**GROUP 7** Mr. Ed Buzzelli, Director of Facilities (804) 365-4573

**BILLING ADDRESSES:**

# County of Hanover

GROUP 1 County of Hanover GROUP 4 County of Hanover

Facilities Management Department of Public Utilities

P. O. Box 470 P. O. Box 470

Hanover, VA 23069 Hanover, VA 23069

GROUP 2 County of Hanover GROUP 5 County of Hanover

Communications General Services Department

7501 Library Drive Fleet Division

Hanover, VA 23069 11375 North Lakeridge Parkway

Ashland, VA 23005

GROUP 3 County of Hanover

Fire EMS Administration GROUP 6 County of Hanover

P. O. Box 470 Pamunkey Regional Jail

Hanover, VA 23069 P. O. Box 510

Hanover, VA 23069

**Hanover County School Board:**

GROUP 7 Hanover County School Board

Building Services

200 Berkley Street

Ashland, VA 23005

\*DELIVERIES FOR HANOVER COUNTY SCHOOL BOARD: The Hanover County School Board will accept deliveries Monday – Friday, 8:00 a. m. to 4:00 p. m. only. Delivery tickets must be signed by Hanover County School Board staff in order for invoices to be paid.

**CONTACT INFORMATION:**

**County of Hanover**

Trena A. Ponton, CPPB

Purchasing Officer Senior

County of Hanover

P. O. Box 470

Hanover, VA 23069

(804) 365-6283 or Fax (804) 365-6100

[taponton@hanovercounty.gov](mailto:taponton@hanovercounty.gov)

**Hanover County School Board**

Ed Buzzelli, Director of Facilities

200 Berkley Street

Ashland, VA 23005

(804) 365-4573

[ebuzzelli@hcps4.hanover.k12.va.us](mailto:ebuzzelli@hcps4.hanover.k12.va.us)

SPECIAL PROVISIONS:

1. The Contractor may invoice each time a delivery is made. Invoices must show the delivery location, delivery date, product, quantity delivered and price. Delivery tickets for transport drops shall be metered at the terminal: for tank wagon deliveries at the point of delivery.
2. The County reserves the right to increase / decrease quantities and or add / delete locations to which diesel fuel is provided, at the contract price, during the term of the contract.

**ATTACHMENT F**

**CHESTERFIELD COUNTY**

**DIESEL REQUIREMENTS**

| **GENERAL COUNTY EMERGENCY GENERATORS** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
|  | **LOCATION** | **ANNUAL USAGE IN GALLONS** | **CAPACITY**  **IN GALLONS**  **#2 LOW SULFUR**  **DIESEL FUEL** | **LEAK DETECTION SYSTEM** | **TYPE TANK** | **DELIVERY** |
| 1. | Utilities Operations Center  9200 Public Works Way  Chesterfield, VA 23838  Contact Person: Kenny Crew  Telephone: 786-7236 | 116,500 | 10,000 | Veeder Root | UGST | Transport |
| 2. | School Bus Maintenance Shop  10201 Courthouse Rd.  Chesterfield, VA  Contact Person: Kenny Crew  Telephone: 786-7236 | 308,750 | 10,000 | Veeder Root | AGST | Transport |
| 3. | Walmsley School Bus Maintenance Shop  7300 Walmsley Blvd.  Richmond, VA  Contact Person: Kenny Crew  Telephone: 786-7236 | 239,500 | 10,000 | Veeder Root | UGST | Transport |

# NOTE

* **A county representative will call supplier for all product deliveries for locations 1 – 3**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **GENERAL SERVICES – ENVIRONMENTAL DIVISION** | | | | |
|  | **LOCATION** | **ANNUAL USAGE**  **IN GALLONS**  **#2 LOW SULFUR**  **DIESEL FUEL** | **TANK CAPACITY**  **IN GALLONS** | **TYPE TANK** |
| 4. | Southern Area Convenience Center  6700 Landfill Drive  Chester, VA 23831  Contact: Mindy McKinney  Telephone: 804-717-6665  Closed on Tuesdays and Wednesdays | 3,400 | 500 | AGST (will call basis) |
| 5. | Northern Area Convenience Center  3200 Warboro Road  Midlothian, VA 23112  Contact: William “Gary” Hatch  Telephone: 804-744-2901  Closed on Wednesdays and Thursdays | 6,500 | 500 | AGST (will call basis) |

**CHESTERFIELD COUNTY**

**DIESEL REQUIREMENTS**

Locations 6 - 32 are on an automatic delivery basis.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **LOCATION** | **ANNUAL USAGE**  **IN GALLONS**  **#2 LOW SULFUR**  **DIESEL FUEL** | **TANK CAPACITY**  **IN GALLONS** | **TYPE**  **TANK** |
| **FIRE STATIONS** | | | | |
| 6. | Manchester Fire Station, Company #2  7541 Hull Street Road  Richmond, VA  Telephone: 276-4444 | 6,000  (Fill Cycle - 14 days) | 550 | AGST |
| 7. | Bensley Fire Station, Company #3  2836 Dundas Road  Richmond, VA  Tank Leak Monitoring  Telephone: 275-0267 | 10,000  (Fill Cycle - 4 days) | 500 | AGST |
| 8. | Bon Air Fire Station, Company #4  2600 Polo Parkway  Midlothian, VA  Tank Leak Monitoring  Cathodic Protection  Telephone: 379-1062 | 6,000  (Fill Cycle - 21 days) | 1,000 | UGST |
| 9. | Midlothian Fire Station, Company #5  13420 Midlothian Turnpike  Midlothian, VA  Telephone: 794-5502 | 4,000  (Fill Cycle - 30 days) | 550 | AGST  (Diked Tank) |
| 10. | Enon Fire Station, Company #6  1920 E. Hundred Road  Chester, VA  Telephone: 530-1387 | 1 – 1,000 Vehicle  1 – 1,000 Heat  (Fill Cycle - 30 days) | 1 – 275  1 – 550 | AGST |
| 11. | Clover Hill Fire Station, Company #7  13810 Hull Street Road  Midlothian, VA  Telephone: 739-2208 | 11,000  (Fill Cycle – 7 days) | 550 | AGST |
| 12. | Matoaca Fire Station, Company #8  21500 Pickett Avenue  Matoaca, VA  Telephone: 590-2100 | 3,500  (Fill Cycle - 30 days) | 550 | AGST |
| 13. | Buford Road Fire Station, Company #9  8001 Buford Court  Richmond, VA  Telephone: 272-9159 | 10,000  (Fill Cycle - 7 days) | 500 | AGST  (Diked Tank) |
| 14. | Wagstaff Circle Fire Station Company #10  2101 Adkins Road  Richmond, VA  Telephone: 276-3696 | 1,000  (Fill Cycle - 30 days) | 550 | AGST  (Diked Tank) |

**CHESTERFIELD COUNTY**

**DIESEL REQUIREMENTS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **LOCATION** | **ANNUAL USAGE**  **IN GALLONS**  **#2 LOW SULFUR**  **DIESEL FUEL** | **TANK CAPACITY**  **IN GALLONS** | **TYPE TANK** |
| **FIRE STATIONS (continued)** | | | | |
| 15. | Dale Fire Station, Company #11  5811 Iron Bridge Road  Richmond, VA  Tank Leak Monitoring  Cathodic Protection  Telephone: 271-9544 | 9,000  (Fill Cycle - 7 days) | 500 | AGST |
| 16. | Ettrick Fire Station, Company #12  21200 Chesterfield Ave.  Ettrick, VA  Telephone: 526-5651 | 4,000  (Fill Cycle - 30 days) | 500 | AGST |
| 17. | Phillips Fire Station, Company #13  10630 River Road  Chesterfield, VA  Telephone: 590-1577 | 1,500  (Fill Cycle - 21 days) | 275 | AGST |
| 18. | Dutch Gap Fire Station, Company #14  2711 W. Hundred Road  Chester, VA  Telephone: 748-4383 | 14,000  (Fill Cycle - 4 days) | 1,000 | AGST |
| 19. | Airport Fire Station, Company #15  7300 Airfield Drive  Chesterfield, VA  Tank Leak Monitoring  Cathodic Protection  Telephone: 743-8956 | 14,000  (Fill Cycle - 7 days) | 1,000 | UGST |
| 20. | Swift Creek Fire Station Company #16  3030 Water Cove Road  Midlothian, VA  Telephone: 744-6990 | 6,500  (Fill Cycle - 7 days) | 550 | AGST |
| 21. | Centralia Fire Station, Company #17  9501 Chester Road  Chester, VA  Telephone: 279-0502 | 6,500  (Fill Cycle - 7 days) | 550 | AGST |
| 22. | Rivers Bend Fire Station Company #18  901 Bermuda Hundred Rd.  Chester, VA  Telephone: 530-0667  Fax: 530-2581 | 5,000  (Fill Cycle – 14 days) | 500 | AGST |
| 23. | Winterpock Fire Station Company #19  14010 Beach Road  Chesterfield, VA  Telephone: 639-8000  Fax: 639-9973 | 5,800  (Fill Cycle – 14 days) | 500 | AGST |

**CHESTERFIELD COUNTY**

**DIESEL REQUIREMENTS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **LOCATION** | **ANNUAL USAGE**  **IN GALLONS**  **#2 LOW SULFUR**  **DIESEL FUEL** | **TANK CAPACITY**  **IN GALLONS** | **TYPE TANK** |
| **FIRE STATIONS (continued)** | | | | |
| 24. | Courthouse Road Station Company #20  201 S. Courthouse Road  Richmond, VA  Telephone: 379-7450 or 379-7452 | 7,000  (Fill Cycle – 14 days) | 500 | AGST |
| 25. | Manchester Engine #24 (at MVRS #1)  3500 Courthouse Road  Richmond, VA  Contact: Vice President  Telephone: 276-4344 | 5,000  (Fill Cycle - 14 days) | 500 | AGST | |
| RESCUE SQUADS | | | | |
| 26. | Bensley-Bermuda Rescue Squad Station #1  2500 Rio Vista Street  Chester, VA  Telephone: 748-6122 | 5,000  (Fill Cycle - 7 days) | 550 | AGST |
| 27. | Bensley-Bermuda Rescue Squad Station #2  5701 Jefferson Davis Highway  Richmond, VA  Telephone: 748-6122 | 2,500  (Fill Cycle - 30 days) | 550 | AGST |
| 28. | Bensley-Bermuda Rescue Squad Station #3  16001 Woods Edge Road  Colonial Heights, VA  Telephone: 748-6122 | 2,500  (Fill Cycle - 30 days) | 550 | AGST |
| 29. | Ettrick-Matoaca Rescue Squad  5711 River Road  Matoaca, VA  Contact: Bruce Wilson  Telephone: 536-5272 | 1 – 3,000 Vehicle  1 – 400 Heat  (Fill Cycle - 30 days) | 1 –550  1 –1,000 | AGST |
| 30. | Forest View Rescue Squad  901 Grove Road  Midlothian, VA  Contact: Hank Scott  Telephone: 355-7770 | 3,000  (Fill Cycle - 14 days) | 280 | AGT  (Diked Tank) |
| 31. | Manchester Rescue Squad Station #1  3500 Courthouse Road  Richmond, VA  Contact: Vice President  Telephone: 276-4344 | 7,000  (Fill Cycle - 14 days) | 550 | AGST  (Diked Tank) |
| 32. | Manchester Rescue Squad Station #2  7810 Winterpock Road  Chesterfield, VA  Contact: Vice President  Telephone: 276-4344 | 5,000  (Fill Cycle - 21 days) | 550 | AGST |
| For Fire Stations & Rescue Squad locations 6 – 32, please note that a fill cycle has been provided for each location based on past usage. It is critical for this cycle to be met. | | | | | |

**CHESTERFIELD COUNTY**

**DIESEL REQUIREMENTS**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **LOCATION** | | **ANNUAL USAGE**  **IN GALLONS**  **#2 LOW SULFUR**  **DIESEL FUEL** | **TANK CAPACITY**  **IN GALLONS** | **TYPE TANK** |
| **PARKS** | | | | | |
| 33. | | District 1: R. Garland Dodd Park at Point of Rocks Maintenance Shop  201 Enon Church  Chester, VA  Contacts: Johnna Casey/Tim Haxlett  Telephone: 804-530-2459 | 3,000 | 300 | AGST (will call basis) |
| 34. | | District 3: Rockwood Maintenance Shop  3401 Courthouse Road  North Chesterfield, VA  Contacts: Ken Jenkins/Roger Orfield  Telephone: 804-276-6661 | 2,700 | 550 | AGST (will call basis) |
| 35. | | Trades Crew: Trampling Run  5800 Jessup Road  North Chesterfield, VA  Contacts: Rick Bryan/Patrick Survello  Telephone: 804-717-6216/717-6218 | 6,500 | 550 | AGST (will call basis) |
| 36. | | District 2: Harry G. Daniel Park at Iron Bridge Maintenance Shop  6600 White Pine Road  North Chesterfield, VA  Contacts: Calvin Edens/Rodger Perkinson  Telephone: 804-318-8205 | 3,000 | 500 | AGST  (will call basis) |
| 37. | | District 4: Huguenot Park Maintenance Shop  10901 Robious Road  North Chesterfield, VA  Contacts: Susan Taylor/Jeff Rogers  Telephone: 804-323-1700 | 3,000 | 500 | AGST  (will call basis) |
| 38. | | District 6: Central Shop  9201 Public Works Road  Chesterfield, VA  Contacts: Billy Cooke/Tim Guill  Telephone: 804-717-6157 | 3,000 | 500 | AGST  (will call basis) |
| 39. | | Eppington Plantation  14201 Eppes Falls Road  Chesterfield, VA  Contact: Jim Perdue  Telephone: 639-8004 | 250 | 100 | AGST  (will call basis) |

**CHESTERFIELD COUNTY**

##### DIESEL REQUIREMENTS

|  | | | **LOCATION** | **ANNUAL USAGE**  **IN GALLONS**  **#2 LOW SULFUR**  **DIESEL FUEL**  **DIESEL FUEL** | **TANK CAPACITY**  **IN GALLONS** | **TYPE TANK** |
| --- | --- | --- | --- | --- | --- | --- |
| POLICE PRECINCT EMERGENCY GENERATORS | | | | | | |
| 40. | | Chester Station  2920 West Hundred Rd.  Chester, VA  318-8955 - Desk Information Officer  318-8387 - Secretary – business hours | |  | 200 | AGST  (will call basis) |
| 41. | | Hull Street Station (Woodlake)  6812 Woodlake Commons Loop  Midlothian, VA  748-1269 | | The generator for this station is a portable unit on a trailer and is currently stored at the Police Property & Evidence Building. |  |  |
| 42. | | Midlothian Station  20 N. Providence Rd.  Richmond, VA  748-1269 | |  | 200 | AGST  (will call basis) |
| 43. | | Cloverhill Support Facility  2730 Hicks Rd.  Richmond, VA  Station not manned 24 hours  318-8686 | |  | 200 | AGST  (will call basis) |
| 44. | | Police Property & Evidence Unit  9221 Public Works Rd.  Chesterfield, VA  Building not manned 24 hours  748-1524 – Business hours | |  | 150 | AGST  (will call basis) |
| 45. | | Police EVOC Training Center  13900 Allied Road  Chesterfield, VA  Building not manned 24 hours  318-8523 | | 450 | 8150 | AGST  (will call basis) |
|  | **LOCATION** | | **ANNUAL USAGE**  **IN GALLONS**  **#2 LOW SULFUR**  **DIESEL FUEL**  **DIESEL FUEL** | **TANK CAPACITY**  **IN GALLONS** | **TYPE TANK** |
| 46. | Chesterfield Technical Center  10101 Courthouse Road  Chesterfield, VA  Contact: Steve Dimmett  Telephone: 768-6160 | | 100 | 250 | AGST  (will call basis) |

**CHESTERFIELD COUNTY**

##### DIESEL REQUIREMENTS

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| GENERAL COUNTY EMERGENCY GENERATORS | | | | |
|  | **LOCATION** | **ANNUAL USAGE**  **IN GALLONS**  **#2 LOW SULFUR**  **DIESEL FUEL** | **TANK CAPACITY**  **IN GALLONS** | **TYPE TANK** |
| 47. | Rogers Building Emergency Generator  6801 Lucy Corr Court  Chesterfield, VA  Contact: Pete Troxell  Telephone: 768-7493 | 150 | 150 | AGST  (will call basis) |
| 48. | Emergency Generators (2)  Administration Building - 5 story  9901 Lori Road  Chesterfield, VA  Contact: Pete Troxell  Telephone: 768-7493 | 150 | 1 – 150  1 – 150 | AGST  (will call basis) |
| 49. | The Printing Center  9901 Lori Road  Chesterfield, VA  Contact: Pete Troxell  Telephone: 768-7493 | 125 | 250 | AGST  (will call basis) |
| 50. | Fleet Central Garage  9704 Lori Road  Chesterfield, VA  Contact: Pete Troxell  Telephone: 768-7493 | 100 | 50 | AGST  (will call basis) |
| 51. | Fleet Managers Office  9704 Lori Road  Chesterfield, VA  Contact: Pete Troxell  Telephone: 768-7493 | 100 | 100 | AGST  (will call basis) |
| 52. | Eanes Pittman Public Safety Building  6610 Public Safety Way  Chesterfield, VA  Contact: Pete Troxell  Telephone: 768-7493 | 1,400 | 1 – 1,000  1 – 1,000 | AGST (in yard)  AGST  (will call basis) |
| 53. | Community Development Building  9800 Government Center Parkway  Chesterfield, VA  Contact: Pete Troxell  Telephone: 768-7493 | 500 | 1 – 250  1 – 500 | AGST  AGST  (will call basis) |
| 54. | Buildings & Grounds Warehouse  6609 Public Works Court  Chesterfield, VA  Contact: Pete Troxell  Telephone: 768-7493 | 100 | 300 | AGST  (will call basis) |
| 55. | Walmsley Garage  7300 Walmsley Boulevard  Richmond, VA  Contact: Pete Troxell  Telephone: 768-7493 | 300 | 1 – 100  1 – 500 | AGST  AGST  (will call basis) |

**CHESTERFIELD COUNTY**

##### DIESEL REQUIREMENTS

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| GENERAL COUNTY EMERGENCY GENERATORS (continued) | | | | |
|  | **LOCATION** | **ANNUAL USAGE**  **IN GALLONS**  **#2 LOW SULFUR**  **DIESEL FUEL** | **TANK CAPACITY**  **IN GALLONS** | **TYPE TANK** |
| 56. | Environmental Engineering - Shop  6604 Public Works Court  Chesterfield, VA  Contact: Pete Troxell  Telephone: 768-7493 | 100 | 300 | AGST  (will call basis) |
| 57. | Jail Annex Emergency Generator - 1  (beside jail addition facing Lori Rd)  6900 Mimms Drive  Chesterfield, VA  Contact: Garnett Mallory  Telephone: 318-8020 | 300 | 500 | AGST  (will call basis) |
| 58. | Jail Emergency Generator – 2  6900 Mimms Drive  Chesterfield, VA  Contact: Garnett Mallory  Telephone: 318-8020 | 300 | 695  2,000 | Under Generator  AGST  (will call basis) |
| 59. | Lucy Corr Nursing Home  6800 Lucy Corr Court  Chesterfield, VA  Contact: David Balla  Telephone: 347-1374 (1)  706-5682 (2) | 2,000  30 | 1,000  120 | AGST  (will call basis)  AGST - Tank for Fire Pump |
| 60. | Lucy Corr Nursing Home Assisted Living  6800 Lucy Corr Court  Chesterfield, VA  Contact: David Balla  Telephone: 347-1374 (1)  706-5682 (2) | 2,000 | 1,000 | AGST  (will call basis) |
| 61. | Lucy Corr Nursing Independent Living  6653 Roundabout Way  Chesterfield, VA  Contact: David Balla  Telephone: 347-1374 (1)  706-5682 (2) | 1,040 | 520 | AGST  (will call basis) |
| 62. | Circuit Court Building  9500 Courthouse Road  Chesterfield, VA  Contact: Jim Poff  Telephone: 768-7818 | 500 | 2,000 | AGST  (will call basis)  Tank is located in a locked facility. |
| 63. | Juvenile Courts Building  7000 Lucy Corr Blvd.  Chesterfield, VA  Contact: Jim Poff  Telephone: 768-7818 | 500 | 1,100 | AGST  (will call basis) |

**CHESTERFIELD COUNTY**

**DIESEL REQUIREMENTS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| GENERAL COUNTY EMERGENCY GENERATORS (continued) | | | | |
|  | **LOCATION** | **ANNUAL USAGE**  **IN GALLONS**  **#2 LOW SULFUR**  **DIESEL FUEL** | **TANK CAPACITY**  **IN GALLONS** | **TYPE TANK** |
| 64. | County Airport Terminal  7511 Airfield Drive  Richmond, VA  Contact: Jeremy Wilkinson  Telephone: 743-0771 | 100 | 1 – 50  1 - 250 | AGST  (will call basis) |
| 65. | Information Systems Technology  Building Emergency Generator  6600 W. Krause Road  Chesterfield, VA  Contact: Mike Pond/Mike Schmidt  Telephone: 751-4441/768-7951  Telephone: 748-1505 (Computer Room) | 350 | 500 | AGST  (will call basis) |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| SCHOOL EMERGENCY SHELTER GENERATORS | | | | |
|  | **LOCATION** | **ANNUAL USAGE**  **IN GALLONS**  **#2 LOW SULFUR**  **DIESEL FUEL** | **TANK CAPACITY**  **IN GALLONS** | **TYPE TANK** |
| 66. | Meadowbrook High School  4901 Cogbill Rd.  Richmond, VA  Contact: Pete Troxell  Telephone: 768-7493 | 200 | 3,000 | AGST  (will call basis) |
| 67. | Cosby High School  14300 Fox Club Pkwy  Midlothian, VA  Contact: Pete Troxell  Telephone: 768-7493 | 300 | 12,000 | UGST  (will call basis) |
| SCHOOL EMERGENCY GENERATOR | | | | |
| 68. | L. C. Bird High School  10301 Courthouse Rd  Chesterfield, VA  Contact: Emily Dillon  Telephone: 796-7068 |  | 1,000 | (will call basis) |

**CHESTERFIELD COUNTY**

**DIESEL REQUIREMENTS**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **UTILITIES OPERATIONS - WASTEWATER PUMP STATIONS** | | | | | | |
|  | **LOCATION** | **ANNUAL USAGE**  **IN GALLONS**  **#2 LOW SULFUR**  **DIESEL FUEL**  **DIESEL FUEL** | **TANK CAPACITY**  **IN GALLONS** | **TYPE TANK** | | |
| 69. | Airport Pump Station  7130 Airfield Drive  Contact: Charles Marandina  Telephone: 768-7587 | 100 | 200 | | AGST  (will call basis) | |
| 70. | Ashton Creek Pump Station  2140 Ruffin Mill Road  Contact: Charles Marandina  Telephone: 768-7587 | 1,000 | 1,000 | | AGST  (will call basis) | |
| 71. | Ashbrook Pump Station ( Dry Creek )  14900 Ashbrook Parkway  Contact: Charles Marandina  Telephone: 768-7587 | 100 | 500 | | AGST  (will call basis) | |
| 72. | Bailey Bridge Pump Station  12435 Bailey Bridge Road  Contact: Charles Marandina  Telephone: 768-7587 | 2,000 | 4,000 | | AGST  (will call basis) | |
| 73. | Bermuda Hundred Pump Station P/S  3208 Bermuda Hundred Road  Contact: Charles Marandina  Telephone: 768-7587 | 100 | 500 | | AGST  (will call basis) | |
| 74. | Bright Hope Pump Station (Harbour Point)  13900 Harbour Pointe Road  Contact: Charles Marandina  Telephone: 768-7587 | 50 | 500 | | AGST  (will call basis) | |
| 75. | Deerfield Pump Station  7631 Sambar Road  Contact: Charles Marandina  Telephone: 768-7587 | 50 | 500 | | AGST  (will call basis) | |
| 76. | East Reservoir Pump Station  4008 Mctyres Cove Road  Contact: Charles Marandina  Telephone: 768-7587 | 50 | 500 | | AGST  (will call basis) | |
| 77. | Ettrick Pump Station  3313 Main Street  Contact: Charles Marandina  Telephone: 768-7587 | 50 | 180 | | AGST  (will call basis) | |
| 78. | Johnson Creek Pump Station  14301 Spruce Avenue  Contact: Charles Marandina  Telephone: 768-7587 | 100 | 360 | | AGST  (will call basis) | |
| 79. | Magnolia Pump Station  4703 River Road  Contact: Charles Marandina  Telephone: 768-7587 | 50 | 200 | | AGST  (will call basis)  Under generator | |
| 80. | Meadowville Landing Pumping Station  11500 Sinker Creek Road  Contact: Charles Marandina  Telephone: 768-7587 | 100 | 250 | | | AGST  (will call basis)  Under Generator |

**CHESTERFIELD COUNTY**

##### DIESEL REQUIREMENTS

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **UTILITIES OPERATIONS - WASTEWATER PUMP STATIONS (Continued)** | | | | | | |
|  | **LOCATION** | **ANNUAL USAGE**  **IN GALLONS**  **#2 LOW SULFUR**  **DIESEL FUEL**  **DIESEL FUEL** | | **TANK CAPACITY**  **IN GALLONS** | **TYPE TANK** | |
| 81. | Meadowville Pump Station  1398 Bermuda Hundred Road  Contact: Charles Marandina  Telephone: 768-7587 | 200 | | 2,000 | | AGST  (will call basis) |
| 82. | Michaux Pump Station  16163 Founders Bridge Terrace  Contact: Charles Marandina  Telephone: 768-7587 | 200 | | 4,000 | | AGST  (will call basis) |
| 83. | Piney Branch Pumping Station  6100 Carver Heights Drive  Contact: Charles Marandina  Telephone: 768-7587 | 100 | | 300 | | AGST  (will call basis)  Under generator |
| 84. | Powderham Pump Station  2900 Drakewood Terrace  Contact: Charles Marandina  Telephone: 768-7587 | 50 | | 100 | | AGST  (will call basis) |
| 85. | Qualla Farms Pumping Station  5737 Herald Green Road  Contact: Charles Marandina  Telephone: 768-7587 | 100 | | 300 | | AGST  (will call basis)  Under Generator |
| 86. | Proctors Creek WW Treatment Plant  1200 Coxendale Road  Contact: Scott Morris  Telephone: 768-7557 | 50 | | 495 | | AGST  (will call basis) |
| 87. | Riversbend Pump Station  11917 Hogan’s Alley  Contact: Charles Marandina  Telephone: 768-7587 | 200 | | 1,000 | | UGST  (will call basis) |
| 88. | Ruffin Mill Pump Station  16200 Continental Boulevard  Contact: Charles Marandina  Telephone: 768-7587 | 300 | | 500 | | AGST  (will call basis) |
| 89. | Sunnybrook Pump Station  5401 Old Glory Road  Contact: Charles Marandina  Telephone: 768-7587 | 50 | | 500 | | AGST  (will call basis) |
| 90. | Timsbury Pump Station  2126 Arrowfield Drive  Contact: Charles Marandina  Telephone: 768-7587 | 150 | | 425 | | AGST  Under by-pass pump |
| 91. | Upper Swift Creek Pump Station  2443 Silver Lake Terrace  Contact: Charles Marandina  Telephone: 768-7587 | 1,000 | | 2,000 | | AGST  (will call basis) |
| 92. | Woodlake Pump Station  14501 Shelter Cove Road  Contact: Charles Marandina  Telephone: 768-7587 | 50 | | 500 | | AGST  (will call basis) |
|  | | |  |
| **CHESTERFIELD COUNTY**  **DIESEL REQUIREMENTS** | | | | | | | | |
| **UTILITIES OPERATIONS - WATER PUMP STATIONS** | | | | | | | | | |
|  | | | **LOCATION** | **ANNUAL USAGE**  **IN GALLONS**  **#2 LOW SULFUR**  **DIESEL FUEL**  **DIESEL FUEL** | | **TANK CAPACITY**  **IN GALLONS** | **TYPE TANK** | | |
| 93. | | | Anderson Pump Station  7301 Whitepine Road  Contact: Dicky Fenner  Telephone: 751-4974 | 50 | | 550 | | AGST  (will call basis) | |
| 94. | | | Chesdin Pump Station  21101 Chesdin Road  Contact: Dicky Fenner  Telephone: 751-4974 | 1,000 | | 2,000 | | AGST (will call basis) | |
| 95. | | | Elkardt Pump Station  7670 Elkhardt Road  Contact: Dicky Fenner  Telephone: 751-4974 | 50 | | 550 | | UGST  (will call basis) | |
| 96. | | | Genito Pump Station  13511 Genito Road  Contact: Dicky Fenner  Telephone: 751-4974 | 50 | | 550 | | UGST  (will call basis) | |
| 97. | | | Happy Hill Pump Station  15801 Jefferson Davis Highway  Contact: Dicky Fenner  Telephone: 751-4974 | 700 | | 1,000 | | UGST  (will call basis) | |
| 98. | | | Midlothian Tank  501 Coalfield Road  Contact: Dicky Fenner  Telephone: 751-4974 | 50 | | 500 | | AGST  (will call basis) | |
| 99. | | | Enon Tank  15701 Happy Hill Road  Contact: Dicky Fenner  Telephone: 751-4974 | 1,000 | | 2,000 | | AGST  (will call basis) | |
| 100. | | | Chesdin West  21100 Chesdin Road  Contact: Dicky Fenner  Telephone: 751-4974 | 1,500 | | 10,000 | | AGST  (will call basis) | |
| 101. | | | River Road Pump Station  11730 River Road  Contact: Dicky Fenner  Telephone: 751-4974 | 150 | | 5,000 | | AGST  (will call basis) | |
| 102. | | | Rockwood Pump Station  9920 Hull Street Road  Contact Dicky Fenner  Telephone: 751-4974 | 150 | | 1,000 | | AGST  (will call basis) | |
| 103. | | | Addison/Evans Water Plant.  13400 Hull St. Road  Contact: David Sirois  Telephone: 744-1360 | 50 | | 1,500 | | AGST  (will call basis) | |

**ATTACHMENT G**

**TOWN OF ASHLAND LOCATIONS**

**Billing information is at the end of attachment G**

**#2 LOW SULFUR DIESEL FUEL**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Location | Estimated Annual Usage in Gallons  #2 Low Sulfur Diesel Fuel | Tank Capacity in Gallons | Delivery |
| 1. | Ashland Town Shop  100 W. Vaughan Road  Ashland, VA 23005 | 14,185 | 5,000 | UGST  Transport  On Call |

**Contact Information:**

**Town of Ashland**

Wanda Cornwell, Purchasing Agent

P. O. Box 1600

Ashland, VA 23005

(804) 798-9219 or Fax (804) 798-4892

[wcornwell@town.ashland.va.us](mailto:wcornwell@town.ashland.va.us)

**Billing Information**:

Town of Ashland

Town Treasurer

P. O. Box 1600

Ashland, VA 23005

IFB # 13-9471-9JC

**ATTACHMENT H**

**BID/PROPOSAL RESPONSE ATTACHMENT**

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

Pursuant to the § [22.1-296.1](http://leg1.state.va.us/cgi-bin/legp504.exe?000+cod+22.1-296.1) of the Code of Virginia, prior to awarding a contract for the provision of services that require the contractor, his employees (or subcontractors) to have **direct contact with students**, the school board shall require the contractor and, when relevant, any employee who will have direct contact with students, to provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude.

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

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

**As part of this submission, I certify that the employees of, or subcontractors to, the above mentioned contractor that will be providing services to the School Division under the resulting contract (i) will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and/or (ii) whether has been convicted of a crime of moral turpitude. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of the contract.**

*Signature of Authorized Representative*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Printed Name of Authorized Representative*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

*Date*

**ATTACHMENT I**

**HENRICO COUNTY 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. 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 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 Purchasing Director 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 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 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. Authorization to transact business in the Commonwealth:

1. A contractor organized as a stock or non-stock 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. (ATTACHMENT B) 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 Purchasing Director, her 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.

C. 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.

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 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 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 A)

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. Award will be made by each respective Locality to the lowest responsive and responsible Bidder, who shall be determined in accordance with applicable rules and regulations governing purchases or contracts adopted and established by the Counties of Henrico, Chesterfield, Hanover, Town of Ashland and Code of Virginia. **Contracts will be awarded either by Lot 1, which is a Joint Purchase of all Localities, or by the respective Locality’s Lot Whichever is in the best interest of the localities.**

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 Eastern Government Center**

**1590 East Parham Road 3820 Nine Mile Road**

**Henrico, VA 23228 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 Division website:

<http://www.co.henrico.va.us/departments/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 Division 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 bidder is not required 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 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 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 Successful Bidder is not required to furnish a 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 proposal, 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. The Successful Bidder shall provide the Purchasing Division their social security numbers upon request. Proprietorships, partnerships and corporations shall provide their federal employer identification numbers, upon request (Code of Virginia, Section 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 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 one year from date of award through October 31, 2014.
2. The contract may be renewed for 4 additional one-year periods upon the sole discretion of the County at the same differential quoted on the Bid Form.
3. 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 contactor 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://www.co.henrico.va.us/assets/EnvironmentalPolicyStatement.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 Division, Department of Finance, North Run Office Park, 1590 East Parham Road, Henrico, Virginia 23228-2360 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: <http://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 the County of Henrico Public 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 any time prior to the time and date set for the receipt of bids. The Bidder shall notify the Purchasing Division in writing of its intentions.

2. Modified and withdrawn bids may be resubmitted to the Purchasing Division 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 Code16.36).

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 proposal.

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 Division 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 Division 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 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 five (5) calendar days of the request by the Purchasing Division.

Samples shall be sent to: Henrico County

Attn: Jacquelyn Comuzzi

1590 East Parham 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.

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 [www.co.henrico.va.us](http://www.co.henrico.va.us) and may be viewed under the Bids and Proposals link on the homepage.

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 Division 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 Division as being incomplete or non-responsive.

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 Division. Bidders are responsible for ensuring that their bids are stamped by Purchasing Division personnel by the deadline indicated.

9. All bids received in the Purchasing Division 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 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.

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 Division 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 Division 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 Division with the bidder's written request to withdraw its 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%). (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 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.

KK. Direct Contact with Students

Pursuant to Va. Code § 22.1-296.1(C), as a condition of being awarded a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, Bidders/Bidders shall provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child, Bidders/Bidders shall cause any of their subcontractors to provide the same certification described herein with regard to the subcontractors’ employees. Henrico County cannot award a contract to a bidder/Bidder that does not complete Attachment C as part of their bid/proposal/submission.”

LL. 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.

**ATTACHMENT I**

CHESTERFIELD COUNTY GENERAL TERMS AND CONDITIONS

## Addenda: Any changes or supplemental instructions to this solicitation shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at: [*www.chesterfield.gov/purchasing*](http://www.chesterfield.gov/purchasing). Each bidder is responsible for obtaining all addenda posted at the Purchasing Department website or by calling (804) 748-1617. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid. All addenda issued shall become part of the solicitation and all resulting contract documents.

## Appropriation of Funds: The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County’s fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.

## Assignment of Contract: The County and Contractor bind themselves and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.

## Audit of Vendor Records: Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.

## Change Orders: Change orders must be approved by the County prior to work being performed.

## Commitment to Diversity and Chesterfield Businesses: Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The County is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the County strongly encourages each Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the County as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the Contractor to furnish data regarding subcontractor/supplier activity with minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the Contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

Definitions:

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

Minority-Owned Business (MOB) – 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. (*Code of Virginia* 2.2-4310)

Women-Owned Business (WOB) - 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. (*Code of Virginia* 2.2-4310)

## Contractor Background Checks: In order to preserve the integrity and security of County government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.

## Contractor’s Authorization To Transact Business: In accordance with §2.2-4311.2 of the *Code of Virginia*, any bidder 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. Any bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its bid the identification number issued to it by the State Corporation Commission. Any bidder 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 a statement describing why the bidder is not required to be so authorized. This information shall be provided in the section of the Bid Form titled “Virginia State Corporation Commission (SCC) Registration Information”. Failure to provide the required information may result in the rejection of the bid. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under 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. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section. SEE THE BID FORM.

## Copyrights or Patent Rights: The bidder certifies by submission of a bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.

## Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the County for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

## Drug Free Workplace: (*Code of Virginia* 2.2-4312) This provision only applies to contracts valued in excess of $10,000.

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.

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 this chapter, 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.

## Employment Discrimination: (*Code of Virginia* 2.2-4311) This provision only applies to contracts valued in excess of $10,000.

### During the performance of the contract, the Contractor agrees as follows:

#### The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

#### The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

#### 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.

### The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

## Environmental Management Procedures: The Contractor shall comply with all federal, state and local environmental laws and regulations and any additional requirements that may be included in or attached to the solicitation.  For work done for the County, the Contractor must also meet all Chesterfield County Environmental Management System (EMS) requirements.  For questions or additional information regarding environmental requirements for the County, please contact Chesterfield County’s General Services – Environmental Division at (804) 717-6531.  For questions regarding environmental requirements for the Chesterfield County Public Schools, please contact Environmental Health and Safety at (804) 318-8048.

## ePayables: Chesterfield County recognizes the importance of timely payments to our vendors. Therefore, we offer our vendors the opportunity to enroll in our ePayables program. This program allows us to make card payments to our vendors and features an online portal to facilitate payments as well as reduce payment processing times. Our ePayables program is mutually beneficial and is our preferred method of payment. If you choose not to enroll in this program, payments will be made by check and mailed through the postal service which could impact how quickly you receive payments. No action is required for vendors already enrolled in the program. Please contact the Accounting Department at (804) 748-1673 with questions.

## Faith-Based Organizations: (*Code of Virginia* 2.2-4343.1) Chesterfield County does not discriminate against faith-based organizations.

## Finance/Interest Charges: Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.

## Governing Law: Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.

## Illegal Aliens: (*Code of Virginia* 2.2-4311.1) The Contractor agrees that he does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

## Indemnification: The Contractor shall hold harmless and indemnify the County, the School Board, if applicable, and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor’s negligent or intentionally wrongful acts or omissions.

## Mistakes in Bids

### Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn in accordance with the withdrawal procedure provided herein.

### Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.

## Modification of the Contract: The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.

## Negotiation: In accordance with 2-47 of the County Code, if the bid from the lowest responsible bidder exceeds available funds, the county may negotiate with the apparent low bidder to obtain a contract price within available funds. Such negotiation may include, but is not necessarily limited to, adjustment of the bid price and changes in the bid scope or requirements in order to bring the bid within the amount of available funds. Negotiation shall be conducted by the purchasing director, or his designee, with assistance from the user department.

## Payment: If the Contractor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Section 2.2-4352 and 2.2-4354 of the *Code of Virginia*.

Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:

### Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or

### Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

## Precedence of Terms: All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

## Preferences: In accordance with Section 2.2-4324 (B) of the *Code of Virginia,* whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Commonwealth’s Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this section, the County will rely upon the accuracy of the information posted on this website. In accordance with Section 2.2-4324 (D) of the *Code of Virginia*, for the purposes of this section, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

In accordance with Section 2.2-4328 of the *Code of Virginia* and Article 4, Section 2-47 of the County Code, in the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth of Virginia pursuant to *Code of Virginia* 2.2-4324 or where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content. If no County or Commonwealth of Virginia preference is applicable, the tie shall be decided by lot.

## Proprietary Information: Section 2.2-4342(F) of the *Code of Virginia* states: “Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.” If the exemption from disclosure provided by Section 2.2-4342(F) of the *Code of Virginia* is not properly invoked then the bids will be subject to disclosure pursuant to applicable law.

## Quality Expectation Statement: Chesterfield County, through its quality initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County’s quality initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of “zero defects – zero rework”.

## References: If requested, the bidder shall provide references which substantiate past work performance and experience in the type of work required for the contract. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder.

## Schools: When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County Public Schools.

## Sensitive Information Handling: Any information in the possession of the County/Schools which is specific to an employee, student, citizen, County/School business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from County/Schools facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the County/Schools facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (County) or Director of Technology (Schools). Any access to County/Schools information by contract workers from outside the County/Schools intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology/County Information Security Manager and Chief Information Officer or designees.

## Taxes: Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.

## Termination: It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.

## Termination for Breach or Non-Performance: If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:

### after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;

### terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the County, the Contractor shall not be entitled to receive any further payment from the County until completion of the work has occurred. After completion of the work, the County shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the County to complete the work. If the cost incurred by the County to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County’s cost to complete the work.

## Vendor Rewards/Gift Programs: It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your bid and demonstrate in the bid how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.

## Waiver of One Breach Not Waiver of Others: No waiver by the County or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

## Withdrawal of Bids

### Withdrawal: Construction (*Code of Virginia* 2.2-4330)

A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, 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 unintentional omission of a quantity of work, labor, 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. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall 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.

The bidder shall give notice in writing to the Director of Purchasing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to compliance with the provisions of *Code of Virginia* §2.2-4342(F).

Within 5 business days, the County will notify the bidder in writing of its decision. If the County denies the withdrawal of a bid under the provisions of this section, it shall state in such notice 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. At the same time that the notice is provided, the County will also return all work papers and copies thereof to the bidder.

### Withdrawal: Other than Construction

A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids 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 unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of work papers, documents or materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of work papers, documents or materials used in the preparation of the bid sought to be withdrawn. Such notice shall be sent to the Purchasing Department prior to award. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to compliance with the provisions of *Code of Virginia* §2.2-4342(F).

# ATTACHMENT I

# HANOVER COUNTY GENERAL TERMS AND CONDITIONS

# 2. GENERAL TERMS AND CONDITIONS

2.1 ACCEPTANCE OF GOODS/SERVICES: Goods/services delivered shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the County. The goods/services must comply with the specifications and terms and conditions of the Request and be of the highest quality. In the event the goods/services supplied to the County are found to be defective or not to conform to specifications, the County reserves the right to cancel the contract upon written notice to the Contractor and return products to Contractor at the Contractor's expense.

2.2 ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the County will publicly post such notice on the DGS/DPS eVA VBO website ([www.eva.virginia.gov](http://www.eva.state.va.us)) for a minimum of 10 days.

2.3 ANTI-DISCRIMINATION: By submitting their bids, Bidders certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA).* If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided. However, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia*, § 2.2-4343.1E).

In every contract over $10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3. 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.

B. The Contractor will include the provisions of (A) above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

2.4 APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Hanover County. The Contractor shall comply with all applicable federal, State and local laws, rules and regulations.

2.5 ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.

2.6 AUDIT: The Contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized representative shall have full access to and the right to examine any of said materials during said period. The Contractor shall include the provisions above in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.

2.7 AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of lawfully appropriated funds.

2.8 BID PRICE CURRENCY: Unless stated otherwise in this solicitation, Bidders shall state bid prices in US dollars.

2.9 BIDDER, OFFEROR AND CONTRACTOR COMPLIANCE: All Bidders, Offerors and Contractors shall comply with the *Virginia Public Procurement Act*, (*Code of Virginia* § 2.2-4300, et seq.), and all applicable County policies, regulations and procedures adopted pursuant thereto.

2.10 CONTRACT CHANGES: Any changes to the contract must be approved through issuance of a written contract addendum or change order. The County will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.

2.11 CONTRACTOR’S PERFORMANCE:

A. The Contractor agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.

B. The Contractor 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.

C. The Contractor shall cooperate with County officials in performing the Contract work so that interference with normal operations will be held to a minimum.

D. The Contractor shall be an independent Contractor and shall not be an employee of the County.

2.12 CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to: Director, Finance and Management Services Department, 7496 County Complex Road, Hanover, VA 23069-0470 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The County Administrator will render a decision on the claim and will notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal the decision of the County Administrator to the Board of Supervisors by providing written notice to the County Administrator, within 15 days of the date of the decision. The Board of Supervisors shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to the County no later than 30 days following the conclusion of the work or delivery of the goods.

2.13 DEBARMENT STATUS: By submitting their bids, Bidders certify that they are not currently debarred by the County from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

2.14 DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due written notice as required by the NOTIFICATION clause, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

2.15 DEFINITION OF COUNTY: The Purchasing Division of the Finance and Management Services Department provides purchasing support for Hanover County Government, Hanover County School Board, Pamunkey Regional Jail and Pamunkey Regional Library, hereinafter referred to as County. Any contract issued as a result of this solicitation shall be available for the use of any or all of these entities unless otherwise stated in the solicitation.

2.16 DRUG-FREE WORKPLACE: 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. 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, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

2.17 ETHICS IN PUBLIC CONTRACTING: By submitting their bids, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

2.18 FINANCIAL STATEMENTS: All Bidders, by submission of a response to this solicitation, agree to provide the County, within 10 calendar days of the County’s request, a copy of its most recent audited financial statement(s), and those of any of its parent companies and/or subsidiaries having material influence on the goods/services provided, or to be provided, under the resultant contract with the County. The financial statement(s) shall be accompanied by a letter signed by, as applicable to the type of business, a corporate officer, partner, or owner, stating that the accompanying financial statement(s) is/are complete and is/are the most recent audited financial statement(s) available. The financial statement(s) shall be provided at no charge to the County, and the County shall be under no obligation to return the financial statement(s). The Contractor chosen as a result of this solicitation shall include this same provision in the contracts of all subcontractors and any other entity providing goods or services related to the County contract, so as to guarantee the County’s rights to obtain financial statements. Should the Contractor fail to ensure the County’s rights under this section, the Contractor shall be liable to the County for all reasonable costs and expenses the County may incur in obtaining financial statements which would have otherwise been available under the provisions of this section.

2.19 IMMIGRATION REFORM AND CONTROL ACT OF 1986: The Contractor certifies that they do not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

2.20 INDEMNIFICATION: To the fullest extent permitted by law, the Contractor, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the County, and all of its officials, agents and employees (collectively, the "County") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

2.21 INDEPENDENT CONTRACTOR: The Contractor is an independent Contractor and nothing contained in the contract shall constitute or designate the Contractor or any of its agents or employees as employees of the County.

2.22 LICENSES AND PERMITS: The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor’s work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by the County.

2.23 MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS: Failure to submit a bid on the official County form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the County may, in its sole discretion, request that the Bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

2.24 NOTIFICATION: Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in their bid; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the County shall be given to: County of Hanover, Director, Finance and Management Services Department, P.O. Box 470, Hanover, VA 23069-0470. The Contractor agrees to notify the County immediately of any change of legal status or of address.

2.25 PAYMENT:

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor addressed to the appropriate user department. All invoices shall be submitted monthly for deliveries based on the previous month. Invoices shall include a copy of subcontractors invoice, materials, and supplies and show the following: a) copy of delivery tickets (approved by the County), b) department’s name and location; c) number of gallons delivered; d) contract unit price in price per gallon; e) total extended amount; and f) invoices shall show the contract number.

2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

3. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made (*Code of Virginia,* § 2.2-4353).

4. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached.

Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia,* § 2.2-4363).

B. To Subcontractors:

1. A Contractor awarded a contract under this solicitation is hereby obligated:

a. To pay the subcontractor(s) within seven (7) days of the Contractor’s receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

b. To notify the County and the subcontractor(s), in writing, of the Contractor’s intention to withhold payment and the reason.

2. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

C. The County encourages Contractors to accept electronic and credit card payments.

2.26 PRECEDENCE OF TERMS: The following General Terms and Conditions;ANTI-DISCRIMINATION, APPLICABLE LAWS AND COURTS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

2.27 QUALIFICATIONS OF BIDDERS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder’s physical facilities prior to award to satisfy questions regarding the Bidder’s capabilities. The County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

2.28 ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION:

A. By submitting their bid, Bidders certify that there will be no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this solicitation.

B. Unless specified otherwise in the contract, the Contractor shall pay all royalty and license fees relating to the items covered by the contract.

C. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Contractor shall indemnify and hold harmless the County from any cost, expense, damage or loss incurred in any manner by the County on account of such alleged infringement.

2.29 SEVERABILITY: Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

2.30 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: In accordance with *Code of Virginia* § 2.2-4311.2 subsection B, a Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any Bidder 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 or as otherwise required by law shall include in its bid a statement describing why the Bidder is not required to be so authorized. Indicate the above information on the SCC Form provided.

Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the County’s use and acceptance of such form, or its acceptance of Contractor’s statement describing why the Bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

2.31 TAXES: The County is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied.

Said taxes shall not be added to the contract price between the County and the Contractor, as the taxes shall be an obligation of the Contractor and not of the County, and the County shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.

2.32 TERMINATION FOR CONVENIENCE: Unless otherwise stated, any resultant contract may be terminated, in whole or in part, whenever the County determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination to the Contractor sent at least five days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date.

2.33 TESTING AND INSPECTION: The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**ATTACHMENT I**

**TOWN OF ASHLAND**

**GENERAL TERMS AND CONDITIONS**

**2. GENERAL TERMS AND CONDITIONS**

2.1 ACCEPTANCE OF GOODS/SERVICES: Goods/services delivered shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the Town. The goods/services must comply with the specifications and terms and conditions of the Request and be of the highest quality. In the event the goods/services supplied to the Town are found to be defective or not to conform to specifications, the Town reserves the right to cancel the contract upon written notice to the Contractor and return products to Contractor at the Contractor's expense.

2.2 ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Town will publicly post such notice on the DGS/DPS eVA VBO website ([www.eva.virginia.gov](http://www.eva.state.va.us)) for a minimum of 10 days.

2.3 ANTI-DISCRIMINATION: By submitting their bids, Bidders certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA).* If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided. However, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia*, § 2.2-4343.1E).

In every contract over $10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3. 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.

B. The Contractor will include the provisions of (A) above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

2.4 APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Hanover County. The Contractor shall comply with all applicable federal, State and local laws, rules and regulations.

2.5 ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Town.

2.6 AUDIT: The Contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by the Town, whichever is sooner. The Town or its authorized representative shall have full access to and the right to examine any of said materials during said period. The Contractor shall include the provisions above in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.

2.7 AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Town shall be bound hereunder only to the extent of lawfully appropriated funds.

2.8 BID PRICE CURRENCY: Unless stated otherwise in this solicitation, Bidders shall state bid prices in US dollars.

2.9 BIDDER, OFFEROR AND CONTRACTOR COMPLIANCE: All Bidders, Offerors and Contractors shall comply with the *Virginia Public Procurement Act*, (*Code of Virginia* § 2.2-4300, et seq.), and all applicable County policies, regulations and procedures adopted pursuant thereto.

2.10 CONTRACT CHANGES: Any changes to the contract must be approved through issuance of a written contract addendum or change order. The Town will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.

2.11 CONTRACTOR’S PERFORMANCE:

A. The Contractor agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.

B. The Contractor 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.

C. The Contractor shall cooperate with Town officials in performing the Contract work so that interference with normal operations will be held to a minimum.

D. The Contractor shall be an independent Contractor and shall not be an employee of the Town.

2.12 CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to: Charles W. Hartgrove, Town Manager 101 Thompson St. Ashland, VA 23005

and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The Town Manager will render a decision on the claim and will notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal the decision of the Town Manager to the Town Council by providing written notice to the Town Manager, within 15 days of the date of the decision. The Town Council shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to the Town no later than 30 days following the conclusion of the work or delivery of the goods.

2.13 DEBARMENT STATUS: By submitting their bids, Bidders certify that they are not currently debarred by the Town from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

2.14 DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due written notice as required by the NOTIFICATION clause, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.

2.15 This intentionally left blank

2.16 DRUG-FREE WORKPLACE: 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. 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, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

2.17 ETHICS IN PUBLIC CONTRACTING: By submitting their bids, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

2.18 FINANCIAL STATEMENTS: All Bidders, by submission of a response to this solicitation, agree to provide the Town, within 10 calendar days of the Town’s request, a copy of its most recent audited financial statement(s), and those of any of its parent companies and/or subsidiaries having material influence on the goods/services provided, or to be provided, under the resultant contract with the Town. The financial statement(s) shall be accompanied by a letter signed by, as applicable to the type of business, a corporate officer, partner, or owner, stating that the accompanying financial statement(s) is/are complete and is/are the most recent audited financial statement(s) available. The financial statement(s) shall be provided at no charge to the Town, and the Town shall be under no obligation to return the financial statement(s). The Contractor chosen as a result of this solicitation shall include this same provision in the contracts of all subcontractors and any other entity providing goods or services related to the Town contract, so as to guarantee the Town’s rights to obtain financial statements. Should the Contractor fail to ensure the Town’s rights under this section, the Contractor shall be liable to the Town for all reasonable costs and expenses the Town may incur in obtaining financial statements which would have otherwise been available under the provisions of this section.

2.19 IMMIGRATION REFORM AND CONTROL ACT OF 1986: The Contractor certifies that they do not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

2.20 INDEMNIFICATION: To the fullest extent permitted by law, the Contractor, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the Town, and all of its officials, agents and employees (collectively, the "town") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

2.21 INDEPENDENT CONTRACTOR: The Contractor is an independent Contractor and nothing contained in the contract shall constitute or designate the Contractor or any of its agents or employees as employees of the Town.

2.22 LICENSES AND PERMITS: The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor’s work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by the County.

2.23 MANDATORY USE OF TOWN FORM AND TERMS AND CONDITIONS: Failure to submit a bid on the official Town form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Town may, in its sole discretion, request that the Bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

2.24 NOTIFICATION: Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in their bid; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the Town shall be given to: Town of Ashland:Ms. Wanda Cornwell, Purchasing Agent P. O. Box 1600 Ashland, VA 23005. The Contractor agrees to notify the Town immediately of any change of legal status or of address.

2.25 PAYMENT:

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor addressed to the appropriate user department. All invoices shall be submitted monthly for deliveries based on the previous month. Invoices shall include a copy of subcontractors invoice, materials, and supplies and show the following: a) copy of delivery tickets (approved by the Town), b) department’s name and location; c) number of gallons delivered; d) contract unit price in price per gallon; e) total extended amount; and f) invoices shall show the contract number.

2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

3. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made (*Code of Virginia,* § 2.2-4353).

4. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached.

Upon determining that invoiced charges are not reasonable, the Town shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia,* § 2.2-4363).

B. To Subcontractors:

1. A Contractor awarded a contract under this solicitation is hereby obligated:

a. To pay the subcontractor(s) within seven (7) days of the Contractor’s receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

b. To notify the Town and the subcontractor(s), in writing, of the Contractor’s intention to withhold payment and the reason.

2. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Town, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town.

C. The Town encourages Contractors to accept electronic and credit card payments.

2.26 PRECEDENCE OF TERMS: The following General Terms and Conditions;ANTI-DISCRIMINATION, APPLICABLE LAWS AND COURTS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

2.27 QUALIFICATIONS OF BIDDERS: The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods and the Bidder shall furnish to the Town all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder’s physical facilities prior to award to satisfy questions regarding the Bidder’s capabilities. The County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

2.28 ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION:

A. By submitting their bid, Bidders certify that there will be no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this solicitation.

B. Unless specified otherwise in the contract, the Contractor shall pay all royalty and license fees relating to the items covered by the contract.

C. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Contractor shall indemnify and hold harmless the Town from any cost, expense, damage or loss incurred in any manner by the Town on account of such alleged infringement.

2.29 SEVERABILITY: Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

2.30 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: In accordance with *Code of Virginia* § 2.2-4311.2 subsection B, a Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any Bidder 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 or as otherwise required by law shall include in its bid a statement describing why the Bidder is not required to be so authorized. Indicate the above information on the SCC Form provided.

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2.32 TERMINATION FOR CONVENIENCE: Unless otherwise stated, any resultant contract may be terminated, in whole or in part, whenever the Town determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination to the Contractor sent at least five days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date.

2.33 TESTING AND INSPECTION: The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

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**END OF TERMS AND CONDITIONS**