



DEPARTMENT OF FINANCE
Cecelia H. Stowe, CPPO, C.P.M.
Purchasing Director

COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

IFB # 14-9547-1YD

January 16, 2014

**Invitation for Bid
Contract for the Purchase of
High Speed Internet Services**

Subject: Contract to furnish and deliver all tools, labor and equipment to provide High Speed Internet Services and related hardware to Henrico County Public Schools in accordance with the enclosed general terms, conditions and specifications.

Sealed bids in accordance with the conditions, specifications, and instructions below and on the attached sheets or drawings hereto, if any, will be received no later than **3:00 p.m.**, local prevailing time, **February 18, 2014** and will be opened and publicly read aloud. Sealed bids should be delivered as follows:

IN PERSON OR SPECIAL COURIER
County of Henrico
Department of Finance
Purchasing Division
1590 E. Parham Road
Henrico VA 23228

OR

U.S. POSTAL SERVICE
County of Henrico
Department of Finance
Purchasing Division
P.O. Box 90775
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/ To download the IFB click the link and save the document to your hard drive. To receive an email copy of this document please contact dan23@co.henrico.va.us

Time is of the essence, and all bids received after the appointed hour for submission, whether by mail or otherwise, will be returned unopened. The time clock stamp in the Purchasing Division shall determine the time of receipt. Bidders are responsible for ensuring that their bid is stamped by Purchasing Division personnel by the deadline indicated.

A pre-bid conference will be held on January 29, 2014 at 3:00 p.m. in the Purchasing Office, North Run Office Complex, 1590 East Parham Road, Henrico, VA. Bidders are strongly encouraged to attend the pre-bid conference. ONLY two (2) representatives per team will be allowed to be present for the meeting. A teleconference number has been established for suppliers who are unable to travel to the County of Henrico. To join the meeting, call 804-727-8383 and enter meeting ID 7002, and password 3333. It is limited to one caller from each supplier. PLEASE BRING A COPY OF THE INVITATION FOR BID WITH YOU TO DISCUSS THE REQUIREMENTS.

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.

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 will be 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 Yvonne Daniel at dan23@co.henrico.va.us by no later than **January 31, 2014**.

Very truly yours,

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

Yvonne M. Daniel, CPPB, VCO
Procurement Supervisor

I. INTRODUCTION

Henrico County Public Schools (HCPS) is currently utilizing High Speed Internet Services provided by Windstream that support current HCPS requirements for Internet bandwidth. The location for the installation of the high speed Internet connectivity is 555 Trampton Road, Sandston, Virginia 23150. See attached Diagram 1 – Topology of HCPS Network.

Effective June 30, 2014, the existing contract for Internet Service currently held by Windstream will end. This Invitation for Bid (IFB) has been drafted to summarize the requirements of continuing the Internet Service and the high speed telecommunications line to the Internet.

HCPS participates in the Federal E-rate program and will continue to request reimbursement for the Internet service and the high speed telecommunications line to the Internet. It is therefore a mandatory requirement of this solicitation that the Bidder be properly registered with the School and Libraries Division and that the Bidder obtain the identifying SPIN number and that the SPIN number be provided on their Bid Signature Sheet.

II. SCOPE OF WORK/SERVICES:

The intent and purpose of this Invitation for Bid (IFB) is to obtain the services of a qualified Bidder to provide high speed Internet connectivity that will support current HCPS requirements for Internet Bandwidth. The Successful Bidder shall be cognizant and shall comply with the milestone dates established in the anticipated schedule, since these dates were established within the requirements of the E-rate program. It is essential that a contract be awarded and signed no later than one week prior to the March 24, 2014 submission deadline for the 471 form, as established by the Schools and Libraries Division. All aspects of this procurement must comply with the competitive bidding requirement for the Universal Service Fund (USF) support and services. Actual services described herein will be required to begin on July 1, 2014, upon the termination of the current high speed Internet provided services.

A. Minimum Requirements for High Speed Internet Service:

1. High Speed Internet Service Requirements

- a. Two (2) separate dedicated circuits to provide High Speed Internet Service are required.
- b. Each circuit shall have the capability of a continuous 1Gbps and expandable up to at least 10Gbps.
- c. Each circuit shall be provisioned 1Gbps service speed that will be configured by HCPS in an aggregated/load balanced fashion resulting in a 2GB service capacity.
- d. Each physical circuit, preferably being provisioned from separate nodes and using separate pathways, shall be installed and configured at the HCPS Technology Center at 555 Trampton Road, Sandston, Virginia 23150.
- e. The two physical circuits installed between the Internet and the HCPS Technology Center at 555 Trampton Road, Sandston, Virginia, 23150 MUST provide the capability of delivering additional bandwidth (which may incur an

additional cost to HCPS) within 30 calendar days without the need to add or replace cables initially installed. The additional bandwidth available should be available in 100 megabit increments.

- f. A CIDR block of six (6) Class C addresses shall be provided to HCPS. Addresses provided must be contiguous.
- g. Each circuit shall be provided as a single Fiber Optic interface or “hand-off” to the HCPS equipment.
- h. Interface equipment shall be compatible with industry wide standards IEEE and shall support existing protocols and technologies (TCP/IP, multicasting, BGP, etc.).
- i. An Internet Point of Presence (POP) to HCPS that is directly connected to a Tier 1 provider as defined by the Internet Engineering Task Force (IETF) shall be provided.
- j. The circuits and equipment are not to be exclusive to HCPS. The Successful Bidder may sell the service to other customers; however, the level of bandwidth provided to HCPS must always equal the minimum levels stipulated herein plus any additional bandwidth purchased.
- k. The circuit provided to HCPS shall support packet shaping.

2. Pricing

- a. Price offered shall be for annual services for a 3-year contract. Contract may be renewed up to two (2) additional years not to exceed five (5) years. Bid pricing submitted must include the monthly and total cost price for the requested Internet Services and in accordance with the Bid Form. Pricing should also include any one time non-recurring cost related to hardware, software, implementation costs, training, warranty/repair(s), project management, required support services, and the costs for the 1Gbps for each individual circuit to include any initial installation costs as well as the ongoing monthly service charges for each specified as outlined on Bid Form.
- b. Provide a separate Monthly Recurring Charge and Non-Recurring Charge (if any) as outlined on the Bid Form. The Successful Bidder shall subsequently invoice in this manner.
- c. Provide any costs associated with relocation and discontinuance of service.
- d. Describe any relevant terms or restrictions, including early termination penalties.
- e. Include the maximum bandwidth capacity of the circuit.
- f. The Successful Bidder shall bill the County monthly.

B. Installation and Delivery Requirements:

1. Delivery of the final, operational product must occur **no earlier** than July 1, 2014, when the current contract expires and all service installed and operational **no later** than

August 14, 2014. Recurring monthly payments will begin once all services are installed and operational.

2. On-premises equipment that is an integral component of the leased service will be installed at the local Dmark at HCPS Technology Center located at 555 Trampton Road, Sandston, Virginia, 23150.
3. The equipment installed by the Successful Bidder at the HCPS location shall be used exclusively for the leased service.
4. HCPS network shall be independent of the on-premises equipment and must continue to operate should the Internet connectivity equipment be down in the main data center or internet devices at each school location.
5. The on-premises equipment that is installed by the Successful Bidder shall not be used as part of the HCPS network.
6. The Bidder shall specify in their response any space and/or 208 volt data center and 110 volt school-based power requirements to accommodate the installed equipment.
7. The Bidder shall provide a detailed timeline for implementation of the project indicating resources (responsible party) and completion dates.
8. The Successful Bidder shall assist HCPS in coordinating the concurrent disconnection of the current service with the connection of the new service to be provided to ensure minimal downtime of the Internet connection. This shall be scheduled well in advance with HCPS.

C. Ongoing Support, Repairs, Warranty Requirements:

1. Any circuit provided will be a managed service and the Successful Bidder shall be responsible for managing and monitoring the circuit to ensure proper operation of the circuit.
2. A service level agreement (SLA) is required and shall outline the system up time that may be expected by HCPS as well as the scheduling of outages for system maintenance. The SLA shall cover, at a minimum, circuit availability, outage reporting, MTTR and circuit provisioning on-time guarantees. The SLA shall also include remedies of service credits when the SLA has not been met.

HCPS minimum service restoration SLA requirement are as follows based on the following events:

- a. **Maximum 4 Hour Restoration time of service and/or hardware.**
- b. **Maximum 6 Hour Restoration of Fiber Cut related outages.**

Provide a copy of your service level agreement with your bid.

3. The Successful Bidder shall provide HCPS with monthly, quarterly, and yearly reports on the provided circuit reliability and availability, as well as trouble ticketing/incident reports at no additional charge.

4. No service interruption for maintenance will be allowed during normal school hours of 7 am through 5 pm. All circuit connections and hardware modifications will be mutually scheduled between the Successful Bidder and HCPS.
5. The Successful Bidder shall establish a single point of contact, who shall be responsible during the implementation of this project and shall provide to the HCPS representative information/reporting on the periodic progress of the work performed. The single point of contact must remain the same throughout the installation from beginning to end unless permission in writing is received from HCPS to change the Offeror's single point of contact.

D. Successful Bidder Qualifications:

1. The Bidder shall provide a listing of at least three (3) recent references that meets or exceeds the scope of these requirements. (See Attachment B)
2. The Bidder shall have, at a minimum, a working knowledge of the Universal Service Fund ("USF") program for schools and libraries, commonly referred to as the "E-rate Program."
3. The Bidder shall be a Priority 1 service provider as defined by the E-rate Program.
4. The Bidder shall agree to participate in the E-rate Program and cooperate fully and in all respects with HCPS and any agency or organization administering the E-rate Program to ensure that HCPS receives all of the E-rate funding for which it has applied and which it is entitled in connection with the Bidder's services and/or products.
5. The Bidder shall submit on their Bid Signature Sheet a Service Provider Identification Number ("SPIN").
6. The Bidder shall provide the HCPS staff in a timely manner, within the posted E-rate deadlines, all of the information and documentation that the Bidder has or that Bidder reasonably can acquire that HCPS may need to prepare E-rate applications and/or to document transactions eligible for E-rate support.
7. At HCPS's discretion and consistent with E-rate program regulations, the Successful Bidder shall:
 - a. Apply the approved E-rate discount to all services and/or products approved for funding and invoice the Universal Service Administrative Company for the balance; **or**
 - b. Remit to HCPS the E-rate discount pursuant to the Billed Entity Application Reimbursement Process or any other reimbursement process in effect.
8. The Successful Bidder shall list, price, and invoice separately any services that are ineligible for E-rate funding.

III. 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 III. 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 Director of Purchasing, Department of Finance or a duly authorized representative.
3. An addendum shall be issued no later than six (6) calendar days prior to the date set for the receipt of bids. An addendum extending the date for the receipt of bids or an addendum withdrawing the Invitation 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. 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. The Successful Bidder ("Successful Bidder") shall not be entitled to seek redress from the County of Henrico, Virginia ("County") should the Board fail to make annual appropriations for this contract.

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

1. Any business entity that enters into a written contract with the County of Henrico (the "County") that is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law.
2. Any business entity described in paragraph B.1 above that enters into a contract with the County shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth of Virginia if so required by

Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the contract.

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

D. Award of Contract:

1. The Purchasing Division reserves the right to waive any informality in bids and to award in part or in whole or to reject any or all bids. The reasons for the rejection shall be made a part of the contract file.
2. In case of a tie bid, preference shall be given to goods, services, and construction produced in the County 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.
4. It is the intent of the Director of Purchasing to award a contract to the lowest responsive and responsible Bidder provided the bid does not exceed the funds available for the contract. **This bid will be awarded by Total 36 month Cost.** (See the Bid Form)
5. Upon making an award, or giving notice of intent to award, the County will place appropriate notice on the public bulletin board located at the following locations:

Purchasing Division
1590 East Parham Road
Henrico, VA 23228

Eastern Government Center
3820 Nine Mile Road
Henrico, VA 23223

Henrico Government Center
4301 East Parham Road
Henrico, VA 23228

Notice of award or intent to award may appear on the Purchasing Division website:
<http://www.co.henrico.va.us/genserv/purchasing>.

6. The Bidder to whom the contract is awarded shall, within fifteen (15) days after prescribed documents are presented for signature, execute and deliver to the Purchasing Division the contract forms and any other forms required by the bid.

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 attorneys fees, if any, and hold the County, its officers and employees, harmless therefrom.
4. The Successful Bidder shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
5. The Successful Bidder shall not, in its product literature or advertising, refer to this purchase or the use of the Bidder's goods or services by the County 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.
7. The Successful Bidder shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the

Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this purchase order.

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 bid, said Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person, Bidder or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1) or Va. Code §§ 59.1-9.1 through 59.1-9.17 or §§ 59.1-68.6 through 59.1-68.8.

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 (Va. Code § 2.2-4354.2).
3. The Successful Bidder shall submit a complete itemized invoice on each item or service, which is delivered under the contract. The Successful Bidder shall indicate the purchase order number on the front of each invoice and on the outside of each package or shipping container.
4. Cash discounts shall be deducted in accordance with the terms of the bid.
5. Payment shall be rendered to the Successful Bidder for satisfactory 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 (Va. Code § 2.2-4352).

6. Unless otherwise provided under the terms of the contract for the provisions of goods and services, if the County fails to pay by the payment date, the County agrees to pay the financial charge assessed by the Successful Bidder, which does not exceed one percent per month (Code of Virginia, Section 2.2-4354.4).

K. Contract Period:

1. The contract period shall be from July 1, 2014, through June 30, 2017. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for two (2) additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices.
3. The Successful Bidder should submit any proposed price changes and a report on the annual volume of business resulting from this contract to the Purchasing Division at least ninety (90) days prior to the contract renewal date. If accepted by the Purchasing Division, the prices shall remain firm for each renewal year.
4. The contract shall not exceed a maximum of five (5) years.

L. Controlling Law; Venue

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

M. County License Requirement:

If a business is located in the County, it shall be unlawful to conduct or engaged 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.

If you are a contractor or speculative builder and (i) your principal or branch office is in the County or (ii) you do more than \$25,000 of business in the County, you are required to have a business license from the County. If you meet either of the above requirements, include a copy of your current license with your bid. The terms "contractor" and speculative builder" are defined in the County Code, §§ 20-558 and 20-560. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

N. Default:

1. 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 a set time in which to provide a plan to correct said default ("Cure Plan"). The Cure Plan shall provide for the complete correction of the default within a time period specified by the County ("Cure

Period"). The County shall review the Cure Plan and determine, in the County's sole discretion, whether the Cure Plan is satisfactory. If the County determines that the Cure Plan is satisfactory, then the County shall so notify the Successful Bidder and the Successful Bidder shall promptly proceed with performance of the Cure Plan that the Successful Bidder completely corrects the default within the Cure Period, unless the County otherwise agrees in writing. Should the County determine that the Successful Bidder's cure plan is unsatisfactory, or should the Successful Bidder fail to completely correct the default in accordance with the terms of this Paragraph, the County may, among other actions, terminate the Successful Bidder's Contract in accordance with Paragraph II herein.

2. The failure of the County to insist upon, or to delay enforcing the strict performance of the terms and conditions hereof, or any right or remedy, shall not constitute or be construed as a waiver or relinquishment of the County's right to thereafter enforce the same in accordance with the Contract Documents.

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

1. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

P. Employment Discrimination by Bidder Prohibited:

1. During the performance of this contract, the Successful Bidder agrees as follows (Va. Code § 2.2-4311):
 - (a) The Successful Bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Successful Bidder. The Successful Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting the provisions of this nondiscrimination clause.

- (b) The Successful Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Successful Bidder, will state that such contractor is an equal opportunity employer.
 - (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2. The Successful Bidder shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Q. 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 for 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/genserv/purchasing>.
- 4. The County of Henrico encourages all suppliers interested in doing business with them to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <http://eva.virginia.gov>.

R. Indemnification:

The Successful Bidder agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico County Public Schools), the County 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.

S. 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)

T. 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.

U. Negotiation with the Lowest Bidder:

1. If all bids received exceed the available funds for the proposed purchase, the County, pursuant to County Code provisions, may meet with the lowest responsive and responsible Bidder to discuss a reduction in the scope for the proposed purchase and negotiate a contract price within the available funds.
2. After bid negotiations, the lowest responsible Bidder shall submit an addendum to its bid, which addendum shall include the change in scope for the proposed purchase, the reduction in price and the new contract value (County Code 16.36).
3. If the proposed addendum is acceptable to the County, the County may award a contract within funds available to the lowest responsible Bidder based upon the amended bid.
4. If the County and the lowest responsible Bidder cannot negotiate a contract within available funds, all bids shall be rejected.

V. No Discrimination against Faith-Based Organizations:

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

W. 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 (Va. Code § 2.2-4342C).
3. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records (Va. Code § 2.2-4342E).

X. 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 seven (7) calendar days of the request by the Purchasing Division. Samples shall be sent to:

County of Henrico
Finance/Purchasing
Attention: Yvonne Daniel
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.

Y. 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.

Z. Subcontracts:

1. 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.
2. The County encourages the contractor to utilize small, women-owned, and minority-owned business enterprises. For assistance in finding subcontractors, contact the Supplier Relations Coordinator (804-501-5689) or the Virginia Department of Minority Business Enterprise <http://www.dmb.state.va.us>

AA. 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 nonresponsive.
5. The Bid Form must be signed in order to be considered. If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the Bidder must indicate the corporate title of the individual signing the bid.
6. The Bid Form, the bid security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. Any notation or notations on the exterior of the envelope purporting to alter, amend, modify, or revise the bid contained within the envelope shall be of no effect and shall be disregarded.
7. The envelope containing the bid should be sealed and marked in the lower left-hand corner with the bid request number, goods or services sought, hour and due date of the bid.
8. The time for the receipt of bids shall be determined by the time clock stamp in the Purchasing 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.
11. **All line items must be filled in.** It is understood and agreed, if Bidder indicates a "0" dollar amount on the Bid Form, the product or service shall be provided at no charge.

BB. 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.

CC. 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.

DD. 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.

EE. 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 (Va. Code§ 2.2-4342F).

FF. 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 (Va. Code § 2.2-4315).
2. If bidding other than specified, the Bidder will clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the Bid Form to enable the Purchasing Division to determine 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.

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

1. A Bidder may withdraw its bid from consideration if the price bid was substantially lower than the next low responsive bid due solely to a mistake therein, provided the bid was

submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

2. The Bidder shall give written notice of their claim to withdraw their bid to the Purchasing Division within two business days after the conclusion of the bid opening procedure. (Va. Code § 2.2-4330). 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%). (Va. Code § 2.2-4330C)
5. No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit directly or indirectly from the performance of the project for which the withdrawn bid was submitted.
6. If a bid is withdrawn under authority of this section, the next lowest responsive and responsible Bidder shall be deemed to be the low Bidder.
7. If the Purchasing Division denies the withdrawal of a bid under the provisions of this section, it shall notify the Bidder in writing stating the reasons for its decision and award the contract to such Bidder at the bid price, provided such Bidder is a responsible and responsive Bidder.

HH. Employment of Unauthorized Aliens Prohibited

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

II. Direct Contact With Students:

Pursuant to Va. Code § 22.1-296.1 (C) as a condition of awarding a contract for the provision of services that require the Successful Bidder or his employees to have **direct contact with students on school property during regular school hours or during school-sponsored activities**, 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 shall cause any of their subcontractors to provide the same certification described herein with regard to subcontractors' employees.

Henrico County cannot award a contract to a Bidder that does not complete the Attachment D as part of their bid/proposal /submission.

JJ. **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.

KK. **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/pdfs/hr/risk/env_policy.pdf

LL. **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/departments/genserv/purchasing/ and may be viewed under the Bids and Proposals link on the homepage.

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 provide High Speed Internet Service to Henrico County Public Schools in accordance with **IFB #14-9547-1YD** 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:

Bidder must bid on both line items to be considered for award.

Henrico County Public Schools

Location	Address	Circuit #	Minimum Circuit Rate	Service Rate	Total Monthly Charges	Non-Recurring Related Installation Cost
Trampton\Data Center	555 Trampton Rd, Sandston, VA 23150, Suite A	Circuit 1	10Gbps	1Gbps	\$	\$
Trampton\Data Center	555 Trampton Rd, Sandston, VA 23150, Suite A	Circuit 2	10Gbps	1Gbps	\$	\$
Total Monthly Cost					\$	
Total Monthly Cost x 36 Months					\$	
Total Non-Recurring Cost						\$
Total 36-month Cost (Monthly Cost for 36 Months and Non-Recurring Cost)					\$	

Additional Pricing and Information Required:

Bidder shall provide pricing for the following line items.

1. Cost associated with relocation of services \$ _____
2. Cost associated with discontinuance of services \$ _____
3. Cost associated with early termination penalties \$ _____
4. Bidder shall indicate the maximum bandwidth capacity of the circuit _____ and the cost for additional bandwidth scalable in 100 megabit increments \$ _____
5. Bidder shall specify any space and/or 208 volt data center and 110 volt school-based power requirements to accommodate the installed equipment. _____

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.

I/We can furnish and deliver all goods/services within the required Delivery Requirements? Yes No

Have you taken any exceptions or attached any Terms and Conditions to the Bid Form Yes No. If yes, your bid will be considered Non-responsive and rejected.

To aid in the evaluation of bids, Bidders must submit the original Bid Form and one copy of the Bid Form, attachments and detailed specification sheets, as applicable. 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 the business, trade or occupation in the County of Henrico? Yes. No. If yes, please include a copy of your current business license with your bid.

I/We acknowledge the receipt of:

Addendum No. _____ Dated _____.

Addendum No. _____ Dated _____.

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. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

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

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

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

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

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

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

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

eVA Registered? YES NO

DEFINITIONS

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

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

As used in the definition of “*minority-owned business*,” “*minority individual*” means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

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

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

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

ATTACHMENT A

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The Bidder:

is a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

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

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

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

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

ATTACHMENT B

BIDDER'S REFERENCE SHEET

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

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

2. Reference:

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

1. Date: _____
Client: _____
Address: _____
Contact Person: _____
Phone Number: _____

2. Date: _____
Client: _____
Address: _____
Contact Person: _____
Phone Number: _____

3. Date: _____
Client: _____
Address: _____
Contact Person: _____
Phone Number: _____

ATTACHMENT C

Insurance Specifications

The Successful Bidder shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia. The Certificate shall show the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Bests or a rating acceptable to the County. In addition, the insurer shall agree to give the County 30 days notice of its decision to cancel coverage.

Workers' Compensation

Statutory Virginia Limits

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

Commercial General Liability - Combined Single Limit

\$1,000,000 each occurrence including contractual liability for specified agreement

\$2,000,000 General Aggregate (other than Products/Completed Operations)

\$2,000,000 General Liability-Products/Completed Operations

\$1,000,000 Personal and Advertising injury

\$ 100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage, unless given the scope of the work this requirement is waived by Risk Management.

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

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

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

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with Excess/Umbrella Liability, must total \$3,000,000 per occurrence. This insurance shall apply as primary and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

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

ATTACHMENT D

BID/PROPOSAL RESPONSE ATTACHMENT

Name of Bidder: _____

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 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 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 that does not complete Attachment D as part of their bid/proposal/submission."

Signature of Authorized Representative

Printed Name of Authorized Representative

Printed Name of Vendor

Date

Diagram 1
Topology of HCPS Network



NETWORK

10/29/2013

