

**COUNTY OF HENRICO**



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

**IFB: 15-9793-5YD**

May 18, 2015  
Invitation for Bid  
Janitorial Services

**Subject:** Annual contract to furnish all tools, labor, supervision and equipment necessary to provide Janitorial Services for Henrico Area Mental Health and Developmental Services 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, **June 12, 2015** and will be opened and publicly read aloud.

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

OR

U.S. POSTAL SERVICE  
County of Henrico  
Department of Finance  
Purchasing Division  
P.O. Box 90775  
Henrico, Virginia 23273-0775

This IFB and any addenda are available on the County of Henrico website at: [www.henrico.us/purchasing/](http://www.henrico.us/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@henrico.us

**A pre-bid conference and site visits will be held on May 29, 2015 at 9:00 a.m., starting at MH/DS East Center Outpatient Services, 4825 S. Laburnum Avenue, Henrico VA 23231 and proceed to the other locations. The purpose of this conference and site visits is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. This will be the only supervised site visit conducted by the County. Failure of any bidder 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. Attendance to this conference is not mandatory but 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 clock stamp in the Purchasing Division shall determine the time of receipt. Bidders are responsible for ensuring that Purchasing Division personnel stamp their bids by the deadline indicated.

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 this 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 bid and their bid is solicited. 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@henrico.us](mailto:dan23@henrico.us) by no later than **June 1, 2015**.

Very truly yours,  
Cecelia H. Stowe, CPPO, C.P.M.  
Purchasing Director

Yvonne M. Daniel, CPPB, VCO  
Procurement Supervisor

## I. SCOPE OF WORK/SERVICES

The intent and purpose of this Invitation for Bid is to establish a term contract to provide Janitorial Services for multiple locations for the Henrico Area Mental Health & Developmental Services (MHDS) as needed and requested in accordance with the enclosed general terms, conditions and specifications.

From July 2013 through June 30, 2014 the County spent approximately \$23,000 on the combined facilities. From July 2014 through June 30, 2015, the County would have spent approximately \$25,000 on the combined facilities.

MHDS - EAST CENTER OUTPATIENT SERVICES, (Prebid and site visit starts here)  
4823 & 4825 S. Laburnum Avenue, Henrico, VA 23231

MHDS – HERMITAGE ENTERPRISES (2nd Site visit)  
8247 Hermitage Road, Henrico, VA 23228

### A. General

1. The Bidders shall examine carefully the work sites and the bid general terms, conditions and specifications to become fully aware of the character of work and conditions to be encountered.
2. The bidder shall provide references (minimum of three) of cleaning areas of square footage equal to or greater than the (MHDS) Mental Health Buildings. This shall be done by completing Attachment B.
3. It is intended that the successful bidder shall perform all work under this contract with the successful bidder's own forces and shall not sublet any portion of the work and the contract hereby becomes non-assignable. An exception may be granted by written approval of the County of Henrico, Mental Health Facilities Coordinator and by conditions stipulated accordingly.

### B. Specifications

1. Successful Bidder's Performance
  - a. The successful bidder shall furnish all labor, supervision, tools, appliances, equipment, supplies and other accessories necessary to perform the custodial services at the County of Henrico Department of Mental Health Buildings in strict compliance with all specifications. The Facilities Coordinator of Henrico Mental Health or their duly authorized representative will make inspections and approvals of performance as provided in said specifications. If the performance becomes unsatisfactory to the Facilities Coordinator or their authorized representative, the successful bidder will be notified promptly and the successful bidder will be required to correct the deficiency by the end of the next business day.
  - b. County employees required to work late and/or late meetings may make it impossible for the cleaning crews to clean certain areas on a given night. If this occurs, the successful bidder's employee will make a list of the areas affected that night and leave the list with the night foreman

when he signs out or at a designated location as instructed by the Facilities Coordinator of Henrico Mental Health or their duly authorized representative.

- c. General contract specifications may be amended from time to time as considered necessary by the Facilities Coordinator or their authorized representative by written communication to the successful bidder and shall have the same effect as if fully written herein. Changes may have to do with changes in work schedules, changes in work procedures, relocation of work, changes in cleaning supply items and the like.
- d. The successful bidder hereby agrees that any of its employees who may be assigned to Mental Health facility to complete the successful bidder's obligations under this contract shall be used exclusively for this purpose during the hours which they are assigned and they shall perform no other custodial work, however, specific exceptions to the provisions of this paragraph may be permitted by the Facilities Coordinator or their duly authorized representative when such permission is obtained in writing. The Facilities Coordinator or her duly authorized representative may refuse to permit the successful bidder to use any employees on this job, if the Facilities Coordinator or their duly authorized representative deems that individual to be unfit to work in any part or all capacities.
- e. The work shall be done five (5) days a week, Monday thru Friday. Work schedule is per procedures of each individual building. (see procedures starting on page 7) Successful bidder will coordinate the work schedule necessary to complete the work with county personnel.

## 2. Green Cleaning

Green cleaning is a planned and organized approach to cleaning that uses products and processes that go beyond simple appearance and focuses on reducing impacts on the environment and human health. Unlike a traditional cleaning program, a green custodial program takes a holistic approach to building cleaning and goes beyond simple appearances to focus on health and the environmental impacts. Green Cleaning protects the building occupants and the successful bidder workers health.

- a. The successful bidder shall provide a green products list with their response which shall include brand name, purpose, and equipment and how they are to be used under the contract.
- b. Green cleaning products and processes include, but are not limited to products containing recycled content, environmentally preferable products and services, vacuum cleaners with HEPA filtration, bio-based products, and products and services that minimize the use of energy, water, and other resources. In addition to compliance with these requirements, the successful bidder shall follow all applicable standard industry practices including, but not limited to those published by the National Institute of Building Sciences (NIBS), Carpet and Rug Institute (CRI), as well as applicable standards of the Environmental Protection Agency (EPA).
- c. The successful bidder shall take every precaution to ensure that if available, only safe and environmentally preferable products are used. Preference

shall be given to cleaning products that meet the following: United States Department of Agriculture (USDA) designated bio-based products, Green Seal certified (Standard GS-37 for Commercial and Institutional Cleaners, Comprehensive Procurement Guidelines (CPG)), and applicable Executive Orders.

3. Materials, Supplies and Equipment:

- a. Green cleaning chemicals and products are to be used in all Mental Health facilities. Successful bidder will be required to provide a green products list which shall include brand name, purpose, and green attributes of products being used.
- b. The successful bidder shall furnish all industrial strength materials, supplies and equipment to properly perform under this contract. This includes but may not be limited to the following: trash can liners, cleaning agents, HEPA vacuum cleaners, floor care products and mops, buffers and other equipment. **Toilet paper, hand towels, sanitary napkins, hand soap, and light bulbs** will be purchased by the County and issued to the successful bidder as required.
- c. Cleaning equipment shall be state of the art and industrial strength and good operating condition at all times. The appearance, cleanliness and suitability of all equipment must be acceptable to the Facilities Coordinator or their duly authorized representative.
- d. The successful bidder agrees that all employees will wear proper and neat appearing uniforms and footwear while working in Mental Health Buildings.

4. Storage Space

The successful bidder shall store its supplies and equipment in janitorial closets and storage areas as designated by the Facilities Coordinator or their duly authorized representative. The successful bidder agrees to keep these areas clean and neat at all times and the storage condition in compliance with fire regulations. Cleaning equipment must be kept clean and in good repair.

5. Employee Identification

- a. **Criminal History Record Check.** The Successful Bidder, at its sole expense, will be responsible for performing a criminal history record check of any employee it proposes to assign to perform duties on County property pursuant to this contract. The Bidder must include in their bid response the criminal databases against which the criminal history check is run. The Successful Bidder will be required to perform a criminal history record check for any state in which the employee has resided as well as one for the Commonwealth of Virginia. Interpretation of the criminal history record check shall comply with Sec.2-50. of the Henrico County Code. The Bidder shall certify that it complies with the Fair Credit Reporting Act and all other applicable laws.

- b. The successful bidder documentation certifying that criminal background checks were done on employees being assigned to perform duties on County property must be conveyed to:

Serina Gaines  
10299 Woodman Road  
Glen Allen VA 23060

**Under no circumstances shall the Successful Bidder's employees be allowed to work on County property without the criminal background check being completed in accordance with the requirements listed in 5a.**

6. Work Supervision

- a. All work performed by the successful bidder shall be done in a professional manner and shall be satisfactory to the Facilities Coordinator or her duly authorized representative.
- b. The successful bidder shall provide a supervisor who shall check the work performance of the employee(s) daily.

7. Custodial Personnel:

- a. The successful bidder shall instruct its personnel that no gratuities shall be solicited or accepted for any reason whatsoever from County employees or other persons using the premises.
- b. All employees of the successful bidder must comply with the following requests while working in the Henrico County Mental Health Facilities:
  - (i) Do not park any vehicles in RESERVED spaces.
  - (ii) Each employee is required to sign in and out in the janitorial binder located at the Mental Health Building.
  - (ii) County telephones are not to be used by the successful bidder, except in an emergency situation.
  - (iv) The successful bidder shall not use any machines such as typewriters, computers, calculators or any of the materials in the Mental Health offices.
  - (v) The only door that can be used for entrance or exit from the building is the main entrance door.
  - (vi) DO NOT UNDER ANY CIRCUMSTANCES open exterior doors to permit a person to enter or leave the Mental Health buildings.
  - (vii) Visitors will not be allowed in the buildings during assigned work hours.
  - (viii) The successful bidder's employees shall not loiter in the buildings. When work is completed, employees must leave the building.

- (ix) Articles found on the floors in the office, such as pens, papers, forms, etc. are not to be considered trash. Place on nearest desk. Only trash baskets are to be emptied.
- (x) No eating or drinking will be permitted in the building.
- (xi) Any and all containers that are brought in or taken out of the building are subject to search.

C. Initial Cleaning of Henrico Mental Health Building

The county will expect the successful bidder within the first thirty days to bring any deficient areas up to standards, as specified below, through the normal cleaning procedures.

D. Holidays:

The County of Henrico will observe 10 and 1/2 holidays and the successful bidder will not be required to work on those holidays. A list of these holidays will be given to the successful bidder awarded the contract.

E. Record Keeping/Work Schedule:

The successful bidder shall use a checklist when performing the task set forth in this bid. The successful bidder must keep the checklist current and provide the County a copy of the checklist at the end of each month. This checklist will be provided to the successful bidder.

F. The Successful Bidder shall provide an hourly rate for additional work outside the scope of this contract. This rate will include wages, taxes, insurance, etc. The Successful Bidder shall keep a detailed time accounting for each employee, based on his or her time card and submit to the County with the monthly invoice. Any man-hours under the proposed man-hour minimum will be credited on the invoice according to the hourly rate noted above. See the Bid Form.

**Procedure #1**

**MHDS – HERMITAGE ENTERPRISES  
8247 Hermitage Road, Henrico, VA 23228**

Regular daily commercial cleaning of est. 20,395 sq. ft. office building, est. 10,000 is workshop (Est. tile area is 8,900 sq. ft., est. carpet area is 2,300 sq. ft.)

Cleaning of ENTRANCES, HALLS, KITCHENS, BREAKROOMS, CONFERENCE ROOM AND BUILDING PARAMETER, Monday – Friday, Total work hours for this facility must be from 3:00 p.m. through 6:00 p.m. (3 hours). **There will be a minimum of 2 members of the cleaning crew designated to clean this facility daily.** No cleaning shall be performed during the morning hours. Cleaning shall be performed in the areas designated, with the exception of changing light bulbs in the office areas. A note will be left by an Hermitage staff member to indicate which bulbs are to be changed.

### DAILY:

1. Empty all waste receptacles on the interior of the building into waste bag on the cart. Damp wipe soiled waste receptacles. Replace plastic liners when used in waste receptacles. Empty all of the ashtrays and urns on the exterior of the building. Empty all shredders when needed and replace with empty plastic bag.
2. Using a commercial angled broom sweep all corners of tile floors, then dust mop all tile floors with a wide treated dust mop, keeping the dust mop head on the floor at all times. Pick up soil from the floor with a dustpan. HEPA vacuum the mop head periodically to remove dust.
3. Vacuum all carpet & rugs in the hallways and entryways using a HEPA approved vacuum only.
4. Clean water fountains with a stainless steel spray cleanser with a cloth or sponge. Use a percolator brush to clean fountain drains.
5. Spot-clean glass in entry doors, using glass cleaner in a spray bottle and a clean cloth or paper towel.
6. Urns, receptacles and trash containers on the exterior of the building will have all refuse removed and will be wiped off. If they contain sand, they will be screened for debris, and sand replaced as needed.
7. Wet mop ceramic and vinyl tile floors completely using cleaner-disinfectant solution. (Caution signs should be visible). Clean corners where dirt and debris tend to accumulate.
8. Spot clean carpets in hallways only with approved spotter as needed.
9. Clean and sanitize kitchen and break area counters and sinks.
10. Replace light bulbs as needed (excluding warehouse and workshop areas).
11. Pick up trash, debris, and cigarette butts around the exterior of the building.
12. Clean cove base in the entire building as needed and around the base of kitchen cabinet

### WEEKLY:

1. Spot-clean walls, door facings and doors, using a detergent solution in a spray bottle and a clean cloth or sponge. Rinse with sponge and clear water in plastic spray bottle, as needed.
2. Dust mop floor, then -- using a floor machine equipped with a buffing brush or pad -- buff all floor surfaces (Spray-buff floor finish). After buffing, dust mop the floors as necessary.
3. Clean any metal trim to include thresholds with metal polish.

### TWICE WEEKLY:

Dust horizontal surfaces, such as window sills, ledges, blinds, artwork and furniture

tops using a treated cloth, dusting mitt, or dust mop with a short handle in entry ways and Admin areas only.

### MONTHLY:

1. Clean areas around air conditioning and heating outlets, returns for air grills and door louvers.
2. Clean tops of doorframes.
3. Clean exposed high files, cabinets and top of doors in copy rooms.

### **Procedure #2**

#### **RESTROOMS AND SHOWER FACILITIES – HERMITAGE ENTERPRISES**

### DAILY:

1. Empty waste containers and urns into waste bag on the cart or into the waste cart.
2. Remove trash from floor by sweeping with broom and picking up with a dustpan. Pay close attention to corners and crevices.
3. Resupply paper, napkins, towels, and soap when needed. Clean mirrors with glass cleaner in plastic spray bottle and a clean cloth.
4. Clean basins, shelves, hardware, and spot clean partitions and walls with a sponge wet with cleaner-disinfectant solution in plastic pail or spray bottle. Use cream cleanser and a sponge for removing stains or heavy soil, especially on basins. On walls and partitions, wipe dry with a cloth to prevent streaks.
5. Clean toilet seats and outside of toilets and urinals including the surrounding floors cove base and walls with a sponge and cleaner-disinfectant solution in plastic pail or from a plastic spray bottle. Wipe seats dry with a cloth. Weekly or as needed: Clean underside of basins with a sponge and cleaner-disinfectant solution. Clean hardware underneath, using a cloth damp with stainless steel cleanser or metal polish.
6. Clean inside of bowls and urinals with a bowl mop, using the cleaner-disinfectant solution poured from plastic pail over mop.
7. Spot-clean stainless steel and chrome surfaces, using cloth dampened with non-abrasive stainless steel cleaner or metal polish.
8. Wash waste containers and urns as needed or weekly.
9. Mop floor, using cleaner-disinfectant solution in a mopping bucket (on the cleaning cart, if one is being used). Pick up solution with a wrung-out mop. About once a week, or as needed, the floors should be rinsed after mopping, using clear water (from a plastic pail on the cart, if a cart is being used.) Caution signs should be visible.

### WEEKLY:

1. Clean tile walls, cove base and stall partitions, using cleaner-disinfectant solution.

2. Descal fixtures, using organic-type bowl cleaner.

MONTHLY:

Machine scrub floors with floor machine and cleaner-disinfectant solution. Pick up solution with a wrung-out mop or wet/dry vacuum. (Caution signs should be visible)

**Procedure #1**

**MHDS - EAST CENTER OUTPATIENT SERVICES  
4823, 4825 S. Laburnum Avenue, Henrico, VA 23231**

Regular daily commercial cleaning of est. 19,982 sq. ft. office building. (Est. Vinyl Tile area 1,420 sq. ft., est. porcelain tile areas is 578 sq. ft., est. carpet area is 17,852 sq. ft.)

All services that require entrance into offices, conference rooms, lobbies and hallways must be performed between the hours of 5:30 a.m. and 8:00 a.m. Monday through Friday. This includes all restrooms and nurses stations. Cleaning that does not require the entrance into these areas and that do not require the use of machinery shall be performed after 8:00 a.m. Total work hours shall be from 5:30 a.m. through 11:30 a.m. (6 hours). There will be a minimum of 2 members of the cleaning crew designated to clean this facility daily

DAILY:

1. Empty waste receptacles into waste bag on the cart. Damp wipe soiled waste receptacles. Replace plastic liners when used in waste receptacles. Empty ashtrays and urns on the exterior of the building.
2. Dust mop uncarpeted floors with a wide treated dust mop, keeping the dust mop head on the floor at all times. Pick up soil from the floor with a dustpan. HEPA vacuum mop head periodically to remove dust.
3. Spot wet mop uncarpeted floors. Spray-buff floor finish as needed.
4. HEPA vacuum traffic patterns in carpeted areas. HEPA vacuum clean entrance mats and check carpets for spot cleaning. HEPA vacuum upholstered furniture as needed.
5. Clean water fountains with a non-abrasive cleanser, using a clean cloth or sponge. Use a percolator brush to clean fountain drains.
6. Spot-clean glass in entry doors, using glass cleaner in a spray bottle and a clean cloth. Spot-clean glass in partitions, windows, and interior doors with glass cleaner in a spray bottle.
7. Urns on the exterior of the building, receptacles and the like will have all refuse removed and will be wiped off. If they contain sand, they will be screened for debris, and sand replaced as needed.
8. Wet mop quarry and vinyl tile floors completely. (Caution signs should be visible)
9. Spot clean carpets with approved spotter as needed.

10. Clean and sanitize kitchen and break area counters, tables and sinks.
11. Replace light bulbs as needed.
12. Stack conference room chairs and set up conference rooms as needed according to diagram provided by MHDS staff.
13. Pick up trash, debris, and cigarette butts around the exterior of the building.
14. Clean area around the dumpster corral.
15. Clean inside of all toilet bowls and urinals thoroughly with a bowl mop, using a cleaner/disinfectant cleaner.
16. Clean all toilet seats and outside of all toilets and urinals including the surrounding floors, cove base and walls with a disinfectant solution. Clean the undersides of the toilet bowls and basins with a disinfectant cleaner. Wipe all area dry with a clean cloth. Clean hardware with a stainless steel cleanser or metal polish.
17. Sweep the porcelain tile in the nurse's stations , including all corners with a soft bristled broom and pick up all debris. Using a different mop head and clean water, mop the floors with solution made up of warm water and white distilled vinegar. a mixture of ½ cup of vinegar to 1 gallon of warm water. (Caution signs should be visible)

#### TWICE WEEKLY:

Dust horizontal surfaces, such as window sills, ledges, blinds, artwork and furniture tops using a treated cloth, dusting mitt, or dust mop with a short handle.

#### WEEKLY:

1. Spot-clean walls, door facings and doors, using a detergent solution in a spray bottle and a clean cloth or sponge. Rinse with sponge and clear water in plastic spray bottle, as needed.
2. Dust mop floor, then -- using a floor machine equipped with a buffing brush or pad – buff floor surfaces which show scuff marks, traffic patterns and wear. (Spray-buff floor finish). After buffing, dust mop the floors as necessary. (Caution signs should be visible)
3. HEPA vacuum all carpets with heavy-duty HEPA equipment.
4. Clean any metal trim including thresholds with metal polish.
5. Clean underside of all basins with a disinfectant solution, clean all hardware using a stainless steel spray solution.

#### MONTHLY:

1. Clean areas around air conditioning and heating outlets, returns for air grills and door louvers.

2. HEPA vacuum clean upholstered furniture.
3. Clean exposed high files, cabinets and top of doors.

**Procedure #2                    RESTROOMS – EAST CENTER OUTPATIENT SERVICES**

DAILY:

1. Empty waste containers and urns on the exterior of the building into waste bag on the cart or into the waste cart. Empty shredder when needed and replace bag in shredder when full.
2. Remove trash from floor by sweeping with broom and picking up with a dustpan.
3. Resupply paper, sanitary napkins, towels, and soap when needed. Clean mirrors with glass cleaner in plastic spray bottle and a clean cloth.
4. Clean basins, shelves, hardware, and spot clean partitions and walls with a sponge wet with cleaner-disinfectant solution in plastic pail or spray bottle. Use cream cleanser and a sponge for removing stains or heavy soil, especially on basins. On walls and partitions, wipe dry with a cloth to prevent streaks.
5. Clean toilet seats and outside of toilets and urinals with a sponge and cleaner-disinfectant solution in plastic pail or from a plastic spray bottle. Wipe seats dry with a cloth.
6. Clean inside of bowls and urinals with a bowl mop, using the cleaner-disinfectant solution poured from plastic pail over mop.
7. Spot-clean stainless steel and chrome surfaces, using cloth dampened with non-abrasive stainless steel cleaner or metal polish.
8. Wash waste containers interior and urns on the exterior as needed or weekly.
9. Mop floor, using cleaner-disinfectant solution in a mopping bucket (on the cleaning cart, if one is being used). Pick up solution with a wrung-out mop. About once a week, or as needed, the floors should be rinsed after mopping, using clear water (from a plastic pail on the cart, if a cart is being used.) Caution signs should be visible.

WEEKLY:

1. Clean tile walls and stall partitions, using cleaner-disinfectant solution.
2. Clean underside of basins with a sponge and cleaner-disinfectant solution. Clean hardware underneath, using a cloth damp with stainless steel cleanser or metal polish.
3. Descale fixtures, using organic-type bowl cleaner.
4. Pour solvent solution and/or water into p-traps of the restrooms that have p-traps to keep them from drying out and sewer gases from escaping through the traps.

MONTHLY:

Machine scrub floors with floor machine and cleaner-disinfectant solution. Pick up

solution with a wrung-out mop or wet/dry vacuum. (Caution signs should be visible)

EVERY OTHER MONTH :

Closets need to be swept thoroughly at least twice a year. At the direction of facilities contact.

**The Successful Bidder may be required to spot clean a chair or shampoo a piece of furniture up to 12 times within the contract period. Bidder must include the cost to spot clean furniture in their bid price. If it is determined that this requirement exceeds 12 times per year, the County may ask for a price quote from the Successful Bidder for quantities exceeding 12.**

II. GENERAL TERMS AND CONDITIONS:

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

A. Addenda:

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

B. Annual Appropriations:

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 (the "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 nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law.
2. Any business entity described in paragraph C.1 above that enters into a contract with the County 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. (Attachmnet 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 or offeror is not required to be so authorized.
4. A Bidder described in subsection 3 that fails to provide the required information shall not receive an award unless a 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. (See Attachment B)
4. It is the intent of the Purchasing Director to award a contract to the lowest responsive and responsible Bidder provided the bid does not exceed the funds available for the contract. **This bid will be awarded by Total Bid Price** (See the Bid Form)
5. Upon making an award, or giving notice of intent to award, the County will place appropriate notice on the Purchasing Division website:  
[www.henrico.us/purchasing](http://www.henrico.us/purchasing)
6. The Bidder to whom the contract is awarded shall, within fifteen (15) days after prescribed documents are presented for signature, execute and deliver to the Purchasing Division the contract forms and any other forms required by the bid.

E. Bid Security:

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

F. Bidder's Representation:

1. By submitting a bid in response to this Invitation for Bid, the Bidder certifies that it has read and understands the bid documents, specifications, and drawings, if any, and has familiarized itself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the work.
2. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site(s), shall in no way relieve any Bidder from any obligations with respect to its bid or to the contract.

G. Bonds:

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

H. Collusion:

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

I. Compensation:

1. The County shall not pay for any goods or services until the same have been actually received.

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

J. Contract Period:

1. The initial contract period shall be from date of award through **July 31, 2016**. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for 4 additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices.
3. The Successful Bidder should submit any proposed price changes and a report on the annual volume of business resulting from this contract to the Purchasing 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.

K. 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 Invitation for Bid, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

L. County License Requirement:

1. If a business is located in the County, it shall be unlawful to conduct or engage in that business without obtaining a business license. If your business is located in

the County, include a copy of your current business license with your bid. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

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

M. Default:

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

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

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

O. Employment Discrimination by Successful Bidder Prohibited:

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

P. Employment of Unauthorized Aliens Prohibited:

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

Q. Environmental Management:

Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations. Contractor is expected to abide by the County of Henrico's Environmental Policy Statement which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. Contractor is responsible for ensuring that all employees conducting activities on behalf of the County are properly trained to carry out environmental responsibilities. Contractor shall immediately communicate any environmental concerns or incidents to the appropriate County staff. [http://www.henrico.us/pdfs/hr/risk/env\\_policy.pdf](http://www.henrico.us/pdfs/hr/risk/env_policy.pdf)

R. General:

1. Sealed bids in accordance with the conditions, specifications, and instructions below and on the attached sheets or drawings hereto, if any, will be received 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 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>

S. Indemnification:

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

T. Insurance:

The Successful Bidder shall maintain insurance to protect itself and the County 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)

U. Modification of Bids:

1. A bid may be modified or withdrawn by the Bidder anytime prior to the time and date set for the receipt of bids. The Bidder shall notify the Purchasing 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.

V. Negotiation with the Lowest Bidder:

1. If all bids received exceed the available funds for the proposed purchase, the County, pursuant to County Code provisions, may meet with the lowest responsive and responsible Bidder to discuss a reduction in the scope for the proposed purchase and negotiate a contract price within the available funds (County Code 16-48).
2. After bid negotiations, the lowest responsible Bidder shall submit an addendum to its bid, which addendum shall include the change in scope for the proposed purchase, the reduction in price and the new contract value.
3. If the proposed addendum is acceptable to the County, the County may award a contract within funds available to the lowest responsible Bidder based upon the amended bid.

4. If the County and the lowest responsible Bidder cannot negotiate a contract within available funds, all bids shall be rejected.

W. No Discrimination against Faith-Based Organizations:

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

X. Opening of Bids:

1. All bids received on time 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).

Y. Product Evaluation/Testing:

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

County of Henrico  
Attention: Yvonne Daniel  
Purchasing Division  
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.

Z. Record Retention/County Audits:

1. The Successful Bidder shall retain, during the performance of the contract and for a period of five years from the completion of the contract, all records pertaining to the Successful Bidder's bid and any contract awarded pursuant to this Invitation for Bid. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including Successful Bidder's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to

the County on demand and without advance notice during the Successful Bidder's normal working hours.

2. County personnel may perform in-progress and post-performance audits of the Successful Bidder's records as a result of a contract awarded pursuant to this Invitation for Bid. Files shall be available on demand and without notice during normal working hours.

AA. Safety:

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

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

CC. Subcontracts:

1. No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Bidder desires to subcontract some part of the work specified in the Contract, the Successful Bidder shall furnish the County the names, qualifications, and experience of the proposed

subcontractors. The Successful Bidder shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

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 Manager (804-501-5689) or the Virginia Department of Small Business & Supplier Diversity (SBSD) [www.sbsd.virginia.gov](http://www.sbsd.virginia.gov).

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 other electronic means.
2. All prices must be F.O.B. delivered to the point as indicated in this bid. The County will grant no allowance for boxing, crating, or delivery unless specifically provided for in this bid.
3. The Bid Form must be completed in blue or black ink. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
4. All erasures, insertions, additions, and other changes made by the Bidder to the Bid Form shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in the bid, may be rejected by the Purchasing Division as being incomplete or nonresponsive.
5. The Bid Form must be signed in order to be considered. If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the Bidder must indicate the corporate title of the individual signing the bid.
6. 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.

EE. Successful Bidder's Obligation to Pay Subcontractors:

1. The Successful Bidder awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to the Successful Bidder by the County for work performed by the Successful Bidder's subcontractor(s) under the contract (Va. Code § 2.2-4354):
  - (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 1.(b) of this section. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.
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 shall not include any amount for reimbursement for such interest charge.

FF. Successful Bidder's Performance:

1. Goods and services must be delivered and rendered strictly in accordance with this bid and shall not deviate in any way from the terms, conditions, prices, quality, quantity, delivery instructions, and specifications of this bid.
2. All goods and/or services delivered and/or rendered shall comply with all applicable federal, state, and local laws, and shall not infringe any valid patent or trademark. The Successful Bidder shall indemnify, keep, save, and hold the County, its officers and employees, harmless from any liability for infringement and from any and all claims or allegations of infringement by the Bidder or the County, its officers and employees, arising from, growing out of, or in any way involved with the goods delivered or services rendered pursuant to this purchase.
3. In the event that suit is brought against the County (including Henrico County Public Schools), its officers and/or its employees, either independently or jointly with the Successful Bidder, the Successful Bidder shall defend the County, its officers and employees, in any such suit at no cost to the County and the County's

officers and employees. In the event that final judgment is obtained against the County, its officers, and/or its employees, either independently or jointly with the Successful Bidder, then the Successful Bidder shall pay such judgment, including costs and attorneys fees, if any, and hold the County, its officers and employees, harmless therefrom.

4. The Successful Bidder shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
5. The Successful Bidder shall not, in its product literature or advertising, refer to this purchase or the use of the Bidder's goods or services by the County 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.

GG. 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.

HH. Termination of the Contract:

1. If the Successful Bidder should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Successful Bidder's insolvency, or if the Successful Bidder should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to deliver the goods or services within the time specified, or if the Successful Bidder otherwise defaults, then the County may without prejudice to any other right or remedy, and after giving the Successful Bidder seven (7) calendar days written notice, terminate the employment of the Successful Bidder

and procure such goods or services from other sources. In such event, the Successful Bidder shall be liable to the County for any additional cost occasioned by such failure or other default.

2. In such cases, the Successful Bidder shall not be entitled to receive any further payment. If the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Successful Bidder shall pay the difference to the County.
3. Notwithstanding anything to the contrary contained in the contract between the County and the Successful Bidder, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving 30 days written notice to the Successful Bidder.

II. Trade Secrets/Proprietary Information:

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).

JJ. Use of Brand Names/Product Information:

1. Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted (Va. Code § 2.2-4315).
2. If bidding other than specified, the Bidder will clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the Bid Form to enable the Purchasing Division to determine whether the product offered meets the requirements of the solicitation. Safety Data Sheets and descriptive literature will be provided with the Bid Form for each chemical and/or compound offered. Failure to do so may cause the bid to be considered nonresponsive and rejected.
3. It shall be understood that the burden of proof for an “equal” product shall be and remain the sole responsibility of the Bidder. The County’s decision of approval or disapproval of a proposed alternate shall be final. Nothing herein is intended to exclude any responsible Bidder, its product or service or in any way restrain or restrict competition.

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

1. A Bidder may withdraw its bid from consideration if the price bid was substantially lower than the next low responsive bid due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, or material made

directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

2. The Bidder shall give written notice of their claim to withdraw their bid to the Purchasing Division within two business days after the conclusion of the bid opening procedure. (Va. Code § 2.2-4330). 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.

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 furnish all tools, labor, supervision and equipment necessary to provide Janitorial Services in accordance with the enclosed general terms, conditions and specifications contained in **IFB # 15-9793-5YD**. The Bid Form must be completed in blue or black ink. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. My/Our prices are as follows:

**PRICES QUOTED SHALL BE FOB DESTINATION**

Location	Price per month	Quantity (Months)	Total Price
1. MHDS – East Center Outpatient Services	\$ _____	12	\$ _____
2. MHDS – Hermitage Enterprises	\$ _____	12	\$ _____

**TOTAL BID PRICE (Items 1 & 2) \$ \_\_\_\_\_**

The following unit prices shall include all labor, products, and equipment necessary to perform **additional cleaning other than as specified in the “Scope of Services”** when requested and authorized in writing by MHDS - Henrico Area Mental Health & Developmental Services.

Hourly Rate:

Additional Work Outside the Contract or Credit for Services not performed \$ \_\_\_\_\_ per man hour.

My unit price to strip, wax, and buff vinyl tile will be \$ \_\_\_\_\_ per square foot when requested.

My unit price to shampoo carpet, when requested is as follows:

- 1 to 1,000 sq. ft. \$ \_\_\_\_\_ per sq. ft.
- 1001 to 2,000 sq. ft. \$ \_\_\_\_\_ per sq. ft.
- 2001 to 5,000 sq. ft. \$ \_\_\_\_\_ per sq. ft.
- 5001 and above sq. ft. \$ \_\_\_\_\_ per sq. ft.

The County reserves the right to use other sources to perform stripping, waxing, buffing of vinyl tile and shampooing of carpet.

**BID FORM**

**IFB #15-9793-5YD**

The criminal database(s) against which the criminal history check is run is \_\_\_\_\_

The Bidder hereby certifies that it complies with the Fair Credit Reporting Act and all other applicable laws in the act of obtaining criminal history checks on employees \_\_\_\_\_ Yes \_\_\_\_\_ No.

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 items within \_\_\_\_\_ calendar days after the date of the written notice to proceed with the contract from the County.

**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, if 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, if it is, please include a copy of your County business license with your bid.

I/We acknowledge the receipt of:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_.

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

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

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

(Check all that apply.)

- SMALL BUSINESS
- WOMEN-OWNED BUSINESS
- MINORITY-OWNED BUSINESS
- SERVICE DISABLED VETERAN
- LARGE
- NONPROFIT
- NONE OF THE ABOVE

<p><b>SUPPLIER REGISTRATION</b> – 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, <a href="http://eva.virginia.gov">http://eva.virginia.gov</a>.</p> <p>eVA Registered? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
--

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

**NUMBER** **DATE**

**DEFINITIONS**

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

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

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

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

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

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

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

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

**"Large business"** means any non-women- or minority-owned, or service-disabled business as defined above or any business having more than 250 employees or more than \$10 million in gross receipts averaged over the previous three years.

**"Nonprofit"** means a corporation or an association that conducts business for the benefit of the general public without shareholders and without a profit motive.

ATTACHMENT A

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

**The Bidder:**

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

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

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

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

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

## ATTACHMENT B

### BIDDER'S REFERENCE SHEET

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

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

---

2. Reference:

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

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

**Workers' Compensation**

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

**Commercial General Liability - Combined Single Limit**

\$1,000,000 each occurrence including contractual liability for specified agreement  
\$2,000,000 General Aggregate (other than Products/Completed Operations)  
\$2,000,000 General Liability-Products/Completed Operations  
\$1,000,000 Personal and Advertising injury  
\$ 100,000 Fire Damage Legal Liability  
Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

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

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

**Excess/Umbrella Liability**       \$1,000,000 per occurrence

**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 insurance with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

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