COMMONWEALTH OF VIRGINIA

###### COUNTY OF HENRICO

**RFP #15-9728-2EF**

DEPARTMENT OF FINANCE

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

PURCHASING DIRECTOR

**March 9, 2015**

**REQUEST FOR PROPOSAL**

**Annual Contract for Preventive Maintenance and Repairs for**

**the Electrical Distribution System – Water Treatment Facility**

**COUNTY OF HENRICO, VIRGINIA**

Your firm is invited to submit a proposal to provide services, equipment, supervision and labor required to provide an annual Contract for Preventive Maintenance and Repairs for the Electrical Distribution System for the County of Henrico’s Water Treatment Facility, in accordance with the enclosed specifications. The submittal, consisting of the **original proposal and three (3) additional copies marked**, **“Annual Contract for Preventive Maintenance and Repairs for the Electrical Distribution System – Water Treatment Facility”**, will be received no later than **2:00 p.m., April 10, 2015 by:**

IN PERSON OR SPECIAL COURIER U.S. POSTAL SERVICE

County of Henrico County of Henrico

Department of Finance Department of Finance

Purchasing Division OR Purchasing Division

1590 E. Parham Road P O Box 90775

Henrico, Virginia 23228 Henrico, Virginia 23273-0775

**This RFP and any addenda are available on the County of Henrico Purchasing website at** [**http://www.henrico.us/purchasing/**](http://www.co.henrico.va.us/purchasing/)To download the (IFB or RFP), click the link and save the

document to your hard drive. To receive an email copy of this document, please send a request to: **fal51@henrico.us**

Time is of the essence and any proposal received after **2:00 p.m., April 10,2015**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Purchasing Division, Department of Finance. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Offerors are responsible for insuring that their proposal is stamped by Purchasing Division personnel by the deadline indicated.

**A pre-proposal conference will be held on March 19, at 10:00 a.m. at the Water Treatment Facility, 10111 Three Chopt Road, Henrico, VA 23233. You are strongly encouraged to attend, as this conference will serve as an opportunity to further discuss details related to this project. At the conclusion of the pre-proposal conference a tour of the facilities will be offered. This will be the only opportunity for firms to visit the site.**

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

The awarding authority for this contract is the Purchasing Director.

Technical questions concerning this Request for Proposal should be submitted to Eileen Falcone @ fal51@henrico.us no later than 2:00 p.m., March 24, 2015.

Very truly yours,

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

Purchasing Director

Eileen Falcone, Senior Buyer

804-501-5637

1590 E. PARHAM ROAD/P O BOX 90775/HENRICO VA 23273-0775

(804) 501-5660 FAX (804) 501-5693

NON PROFESSIONAL

REVISED JUNE 2014

**REQUEST FOR PROPOSAL**

**ANNUAL PREVENTIVE MAINTENANCE AND REPAIRS CONTRACT**

**FOR THE ELECTRICAL DISTRIBUTION SYSTEM FOR**

**THE WATER TREATMENT FACILITY**

**HENRICO COUNTY, VA**

1. INTRODUCTION/BACKGROUND:

The intent and purpose of this Request for Proposal (RFP), and the resulting contract, is to obtain the services of a qualified firm to provide preventive maintenance and repair services for the Electrical Distribution System (EDS) equipment for the County of Henrico, Department of Public Utilities, Water Treatment Facility.

 The County of Henrico, Water Treatment Facility (WTF), located at 10111 Three Chopt Road, Henrico, VA 23233 has an Electrical Distribution System (EDS) that consists of a medium voltage switchgear, MCCs, transformers, VFDs, and mechanical and electrical relays that require preventive maintenance and repair work. The system is generally fed via dual 15kV Class circuits. The facility is operated 24 hours a day, 365 days a year.

1. SCOPE OF SERVICES:
	1. The Successful Offeror must be able to provide all supplies, labor, equipment, materials and technical supervision required to perform all inspections, testing, cleaning, calibrations, adjustments, minor repairs and preventive maintenance tasks (Test and Inspections) on selected Medium and Low voltage electrical substations and transformers. All work is to be performed on site.
		1. Minor repairs shall include but not be limited to such items as loose bolts, wiring terminals, and malfunctioning targets. When deficiencies other than minor repairs are identified, the Successful Offeror shall prepare a detailed cost estimate and proposal for correcting the problem.
		2. The tests and inspections specified herein are intended to assure that all the tested and inspected electrical equipment and systems are operational and within applicable industry standards and manufacturer’s tolerances and that all systems are suitable for continued service. The tests and inspections shall assess the suitability for continued service and reliability of the electrical power distribution.
		3. All electrical and mechanical apparatus shall be inspected and tested for proper operation electrically and mechanically (i.e. electrical integrity: conductance and resistance; mechanical integrity: supporting structure, door hinge and latch operation, weather stripping between door and frame member, weather seal between cabinet and concrete pad, weather seal between cabinet components).
		4. All light bulbs, fixtures, thermostats, heaters, exhaust fans and supporting circuitry shall be fully operational and any required repairs not covered by preventive maintenance services shall be brought to the attention of the Water Treatment Facility’s Assistant Division Director.
		5. All fasteners, screws or lugs, considered electrically or mechanically associated to the equipment, shall be adjusted to proper tightness according the manufacturer’s specifications, NETA, IEEE, ANSI or standard practice.
		6. All replacement materials shall be OEM or equivalent quality.
		7. All points of entry for contaminants shall be noted in the report to the Water Treatment Facility’s Assistant Division Director.

B. The Successful Offeror must have and be able to demonstrate it has a minimum of five (5) years experience in providing preventive maintenance and repair services for Medium to Low Voltage equipment and controls.

1. The Successful Offeror must be able to demonstrate that all field response personnel are properly experienced (five years experience desired) in Medium to Low Voltage preventive maintenance and repair and all field personnel must possess current applicable licenses or certification if required by law.
2. All test and inspections shall be in accordance with the latest edition of applicable industry codes, standards, and specifications except as provided otherwise herein. Publications referenced herein form a part of this Scope of Services. In referenced publications, the advisory provisions shall be mandatory, as though the word “shall” had been substituted for “should” wherever it appears.

 List of References

 29 CFR 1920 Occupational Safety and Health Standards

 29 CFR 1910.331-335 Electrical Safety Work Practices

 29 CFR 1920.146 Permit Required Confined Spaces

 49 CFR Part 40 Procedures for Transportation Workplace Drug and

 Alcohol Testing Programs

 NETA International Electrical Testing Association

 NETA MTS NETA Maintenance Testing Specifications

 NFPA National Fire Protection Association

 NFPA 70E Standard for Electrical Safety in the Workplace

 NFPA 70 National Electrical Code

 NICET National Institute for Certification in Engineering Technologies

 NEC National Electrical Code

 IEEE Institute of Electrical Engineers

 Unless more stringent requirements are specified herein, applicable construction industry standards have the same force and effects as if bound or copied directly into this Scope of Services to the extent referenced. Such standards are made a part of the Scope of Services by reference. Where conflicts exist between requirements listed herein and applicable industry standards, the more stringent shall apply.

 All electrical materials and workmanship shall be in compliance with the currently enforced edition of the National Electrical Code (NEC), The International Electrical Testing Association (NETA), and The Institute of Electrical Engineers (IEEE).

1. The Successful Offeror must be able to provide a database of work completed that is formatted to show cost of maintenance and repairs for the equipment listed in the Attachment D along with a brief comment on the equipment’s current condition and a brief evaluation on when future repairs or replacement of the equipment may be needed or desirable.
2. The Successful Offeror will receive a verbal or written notification from the County of Henrico WTF with the location of the equipment, the work that is required and the commencement date. The Successful Offeror shall submit a written quote, if requested, within 24 hours. If the Successful Offeror does not start within the time frame specified, then the County will reserve the right to seek quotes from other electrical contractors.
3. All quotes shall be identified with a number traceable to an invoice number and the original contract number.
4. The County reserves the right to bid individual jobs or obtain competition as deemed necessary. The WTF may exercise the right to award electrical related work to contractors other than the successful bidder.
5. The Successful Offeror must be able to provide preventive maintenance and repair services to include but not limited to: safety compliance, emergency repairs, calibration, electrical work, digital controls, welding, sheet metal, mechanical alignment service, and be able to leave a safe and clean work site at the conclusion of work performed.
6. All materials furnished and installed shall be Underwriters Laboratories approved, and shall be so labeled or listed where applicable.
7. All silver coated surfaces, such as contacts, conductors and fuses, needing cleaning shall be cleaned with a commercial silver polish or denatured alcohol.
8. All mechanical hardware associated with the proper functioning/operation shall be lubricated (i.e. door hinges and latch mechanisms; Kirk key plungers, receivers and key holes) for proper operation.
9. All electrical contacts shall be greased as needed with an OEM or equivalent grease and not greased with no-oxide, metallic particle, or low temperature greases.
10. All points of entry for contaminants shall be noted in the report to the County.
11. Cabinet interiors and the equipment inside them shall be vacuumed and wiped clean of all foreign debris. Any signs of excessive carbon deposits, heat stress, dirt, moisture, or cobwebs shall be reported to the WTF personnel before the equipment or cabinet is reassembled.
12. All viewing windows of the equipment shall be clear and unobstructed so that the position of any switch or device behind the window can not be questioned upon completion of its PM
13. All calibration labels, stickers and tags shall be complete with Fade Resistant Ink.
	1. The Successful Offeror unless otherwise noted, will perform tests and inspection procedures for the equipment listed on Attachment D and shall include all recommended “Visual and Mechanical Inspections” and “ Electrical Tests” outlined in the applicable sections of the International Electrical Testing Association Maintenance Testing Specification 2007 (NETA MTS)
	2. Where applicable, the Successful Offeror will be responsible for obtaining all permits required to make repairs. The cost of the permit will be the Successful Offeror’s responsibility.

* 1. The Successful Offeror must submit pricing for all equipment in accordance with Attachment D. Explain how your firm would identify and prioritize corrective repairs, replacements, and/or improvements. Included should be an indication of when service would be scheduled, what work hours can be expected, (normal hours of operation are 8:00 a.m. to 4:30 p.m.) and a plan to manage operations when equipment will be out of service during repair or maintenance.
	2. The Successful Offeror must provide a Recommended Maintenance Frequency and complete Preventive Maintenance on all Equipment listed on Attachment D as specified under Section 7 – “Inspection and Test Procedures” of the most current NETA publication.
	3. The Successful Offeror shall submit a proposed maintenance plan with their proposal for each item of equipment to be tested and/or inspected. The plan shall include a schedule for the items to be tested and copies of all forms and checklists to be used throughout the test and inspection process. The Successful Offeror’s maintenance plan shall be coordinated to meet the County’s needs and be approved by the County prior to commencement of work. This plan should be based upon recommended maintenance frequency and should indicate what work will be done in each contract year.
	4. Proposed testing procedures and requirements shall be organized as closely as possible to NETA MTS layout to expedite the approval process. When NETA MTS specifies tests to be per manufacturer’s recommendation, Offeror shall contact the manufacturer for all recommendations and include these recommendations in the final report. Proposed procedures that are hard to follow or inconsistent with NETA MTS layout will be disapproved. No work shall be performed until the plan is approved.
	5. The County and WTF reserve the right to witness all tests and inspections, review data, and request other such additional inspections and repeat tests as necessary to ensure that the system and services provided conform to the requirements specified herein
	6. **Qualifications of Offeror -** The Offeror shall be an independent entity or organization that can function as an unbiased testing authority, professionally independent of the original manufacturer(s), supplier(s), and installer(s) of the equipment or the systems evaluated.
1. The Successful Offeror shall be regularly engaged in the testing of electrical materials, devices, installations, and systems for a minimum of five (5) years.
2. The Successful Offeror shall have a fully staffed engineering department directed by a Registered Professional Engineer who is a full-time employee of the Successful Offeror or provide a qualified Engineer as a subcontractor for consideration by the County. Include copies of their resumes with proposal submission
3. All work outlined in this contract shall be performed under the supervision of the Successful Offerors Professional Engineer who shall be available to discuss the procedures used to test, survey, report and service the equipment listed in this contract Attachment E which has 4 tabs.
4. Field Engineers/Technicians shall be certified by the National Institute for Certification in Engineering Technologies (NICET) and have a minimum of five (5) years of experience in inspecting, testing, and calibrating electrical distribution equipment, systems and devices.
5. Assistants and apprentices may be assigned to the project to aid the certified engineers and technicians at a ratio not exceed one certified engineer/ technician to one non-certified assistant/apprentice.
6. The Successful Offeror shall employ Factory Trained employees familiar with the owner’s equipment.
7. It is preferred the Successful Offeror be NETA certified.
	1. **Test Reports –** The Successful Offeror will submit two (2) copies of all inspection and test reports to the Instrumentation Specialist Supervisor at the WTF. Reports are to be provided annually.
	2. Tests reports shall be organized in accordance with NETA MTS and submitted in three ring binders.
	3. Individual test and inspection reports shall be for the WTF and RWPS. Each report shall be subdivided and categorized by type of equipment.
	4. Each tabbed section shall also include a separate listing of each overcurrent device, including circuit breakers, fuses, and relays identified in the tested and inspected equipment with a detailed listing of all applicable data for each device.
	5. Tabs shall be laser printed or identified with adhesive-backed printed labels. Plastic tabs with slide-in labels will not be accepted.
	6. Naming conventions shall follow existing equipment naming conventions. Prior to submitting the final report, the Successful Offeror shall provide a sample layout of tabbed sections for approval.
	7. Data shall include but not be limited to information identifying manufacturers, model numbers, catalog numbers, trip units, present settings sizes, types etc.
	8. Where applicable, data shall be compared to prior years’ data.
	9. **Test Equipment** – The Successful Offeror shall have a calibration program which assures that all test instruments are calibrated in accordance with the International Electrical Testing Association (NETA). The accuracy shall be directly traceable to the National Institute of Standards and Technology (NIST).
8. The Offeror shall provide a complete and up-to-date inventory list of owned and operated testing equipment used under this contract. This list shall remain confidential and will not be released to any other company.
9. All Equipment used in the course of this contract shall have valid calibration dates. Dated calibration labels shall be visible on all test equipment.
	1. **Safety Program** – The Successful Offeror shall designate a Safety Coordinator for the duration of this project.
10. The Safety Coordinator shall review all work and safety procedures performed on the project for compliance with WTF, NFPA and OSHA guidelines.
11. A list of three (3) comparable projects completed by the Safety Coordinator with names and phone numbers for specific references shall be included.
12. It shall be permissible for the Safety Coordinator to serve other duties specified herein.
13. All electrical work associated with this project shall be performed in accordance with WTF Safety Programs and Procedures, National Fire Protection Association (NFPA) 70E, Standard for Electrical Safety in the Workplace and Occupational Safety and Health Administration (SHA) regulations, 29 CFR 1910.331 through 29 CFR 1910.335, Electrical Safety-Related Work Practices.
14. The County will communicate applicable WTF Safety Programs and Procedures to the Successful Offeror. The Successful Offeror shall provide this information and any training to their personnel and their subcontractors working on site. It is the Successful Offeror's responsibility to convey this information to their personnel and their subcontractors. The Successful Offeror shall be briefed on these programs and procedures at the pre-proposal meeting. The Successful Offeror shall comply with the requirements of these programs and any other applicable State and Federal regulations and standards
15. For any work performed in areas, tanks or vaults identified as a confined space, the Successful Offeror shall utilize a confined space entry permit and follow the requirements in 29 CFR 1910.146. For the work covered in the specifications, the only confined space encountered will likely be the electrical manhole vaults.
16. The Successful Offeror shall have a fully implemented anti-drug plan. The anti-drug plan shall be in full compliance with the U.S. Department of Transportation procedures for Transportation Workplace Drug Testing (49 CFR part 40).
17. **LOCKOUT TAGOUT -** All electronically powered equipment, controls and instrumentation and other potential energy sources shall be de-energized, locked out, tagged out and tested prior to the start of the electrical service and preventive maintenance work. The Successful Offeror shall be responsible for coordinating with the County’s staff in the operation of all switching and de-energizing of the electrical feed to the equipment that will be serviced. The Successful Offeror shall confirm by testing that all potential energy sources have been de-energized.
18. **Storage, Work Area and Work Hours** – The Successful Offeror shall be responsible for the proper storage and disposal of materials that are part of the tests and inspections work. The Successful Offeror shall keep work areas in a safe condition and clean up daily after all work activities. The Successful Offeror shall also provide for any hazardous material storage facilities and disposal that may be required.
	* 1. The Successful Offeror will be permitted to use available space belonging to Henrico County, at or near the work areas, for staging and temporary storage. The designated storage space will be identified at the pre-proposal conference. Henrico County shall not be responsible for the security of the Successful Offeror’s equipment, materials or the purchased equipment.

* + 1. Preventive Maintenance and Repairs shall be performed during regular work hours Regular working hours shall be within the period of 8:00 a.m. and 4:30 p.m.
		2. Emergency Repairs must be approved by a County Representative.
		3. Unless specifically authorized by the County Representative, regular working hours shall not exceed 8 hours per day, Monday through Friday, 40 hours per week.
		4. The Successful Offeror shall not be permitted to work on Saturday, Sunday or any County holiday without the prior approval and consent of the County Representative.
1. **The successful offeror’s Performance –** The Successful Offeror shall cooperate with the HCWTF personnel in performing his work so that interference with the normal program(s) will be held to a minimum. The Successful Offeror shall provide proper coordination and cooperation where work is to be done in conjunction with work being performed by other contractors.
2. All buildings, appurtenances and finishing shall be protected by the Successful Offeror from damage which might be done or caused by work performed under the contract.
3. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their condition at the expense of the Successful Offeror.
4. The County reserves the right to inspect work in progress as well as make final inspection to approve completed work.
5. **Hourly Rates and Cost of Materials** **for Repair Work –** Repairs not covered as part of preventive maintenance, or repairs other than minor repairs as defined in Section III A.1, shall be estimated and approved by a County representative, before work is to commence, on a “time and materials” basis.
6. Time & materials shall be defined as “**a fixed rate per labor hour that includes overhead and profit, insurance, union pension fund or contributions, workmen’s compensation, unemployment insurance social security, etc. with materials supplied at a discount off current list pricing”.** This shall include cost of supervision and truck usage.
7. The County may, at its discretion request and the Successful Offeror shall provide original invoices for actual costs of materials used in said repair work.
8. The Successful Offeror shall be available from 8:00 a.m. to 4:30 p.m., Monday through Friday.
9. Hourly rates shall include travel portal to portal.
10. Overtime will be considered on work that the County specifically requests to be performed after hours.
11. The following days shall be considered holidays: New Year’s Day, Lee-Jackson Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
12. The Successful Offeror may be required to have hours worked certified at the job site by County of Henrico WTF Personnel.
13. If materials have to be ordered from the manufacturer or are not listed in the Trade Services Corporation, the Successful Offeror shall charge the County the Successful Offeror’s purchase price of material and any cost associated with acquiring the materials. All material used must be itemized on the invoice. A list of materials and a copy of the itemized invoice shall be presented to the Financial Division.
	1. **Invoices -** The Successful Offeror shall submit a complete itemized invoice for each job quoted or each item or service which is delivered under the contract.
		1. The invoice shall show the purchase order number, if applicable; the locations where the work was performed; the exact nature of service and/or repairs rendered, the number of workman used, itemizing Certified Technicians and helpers with the number of hours worked at the contracted hourly rates, the itemized quantity and description of the materials used on the job and the unit prices and any other pertinent information necessary to verify the invoice total. **Include daily time sheets for all workmen involved.**
		2. Invoices shall not exceed the amount quoted unless previously authorized by County Agency.
		3. Any discrepancies found shall be corrected and credited in the Successful Offeror’s invoice to the County.
		4. The County, General Government and WTF will check the Successful Offeror’s invoices to verify all charges. If it is found that the County or WTF is being overcharged, the Successful Offeror shall credit the County’s account for the difference. If a credit balance remains after the expiration or cancellation of the contract, the Successful Offeror shall pay the Henrico County General Government the amount owed. **The** **Successful Offeror will consolidate bills on one invoice and submit invoices on a weekly basis.**
	2. The Successful Offeror shall submit information regarding emergency and after-hours work procedures including 24-hr contact numbers, call back response time, on-site response time and costs.
	3. All work on WTF equipment shall be performed on-site at the Water Treatment Facility or the Raw Water Pumping Station.

**III. COUNTY RESPONSIBILITIES:**

The County will designate an individual to act as the County’s representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County’s policies and decisions with respect to the contract.

**IV. ANTICIPATED SCHEDULE:**

The following represents a tentative outline of the process currently anticipated by the County:

* Request for Proposals distributed March 6, 2015
* Advertised in newspaper March 8, 2015
* Pre-proposal conference March 19, 2015; 10:00 a.m.
* Receive written proposals April 10, 2015; 2:00 p.m.
* Conduct oral interviews and negotiations April 30, 2015
* Contract begins May, 2015

**V. GENERAL CONTRACT TERMS AND CONDITIONS:**

1. **Annual Appropriations**

It is understood and agreed that the contract resulting from this procurement (“Contract”) shall be subject to annual appropriations by the County of Henrico, Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The successful offeror (“Successful Offeror” or “contractor”) shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

 **B. Award of the Contract**

1. The County reserves the right to reject any or all proposals and to waive any informalities.

2. The Successful Offeror shall, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.

1. The Contract resulting from this RFP is not assignable.
2. Notice of award or intent to award may also appear on the Purchasing Office website: [http://www.henrico.us/purchasing/](http://www.co.henrico.va.us/purchasing/)

 **C. Collusion**

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror 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 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

**D. Compensation**

The Successful Offeror shall submit a complete itemized invoice on each delivery or service that is performed under the Contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

**E. Controlling Law and Venue**

The Contract will be 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 without regard to its conflicts of law principles. Any dispute arising out of the Contract, 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.

**F. Default**

1. If the Successful Offeror 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 Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct said default within 20 calendar days of the County’s notice of default.

2. If the Successful Offeror 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 Offeror 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.

**G. Discussion of Exceptions to the RFP**

This RFP, including but not limited to its venue, termination, and payment schedule provisions, shall be incorporated by reference into the Contract documents as if its provisions were stated verbatim therein. **Therefore, Offerors shall explicitly identify any exception to any provisions of the RFP in a separate “Exceptions to RFP” section of the proposal so that such exceptions may be resolved before execution of the Contract.** In case of any conflict between the RFP and any other Contract documents, the RFP shall control unless the Contract documents explicitly provide otherwise.

**H. 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.

**I. Employment Discrimination by Contractor Prohibited**

1. During the performance of this Contract, the contractor agrees as follows (Va. Code § 2.2-4311):

(a) The contractor 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 contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

1. 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 contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

**J. Employment of Unauthorized Aliens Prohibited**

Any contract that results from this Request for Proposal shall include the following language: "As required by Virginia Code §2.2-4311.1, the contactor does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986."

**K. Indemnification**

The Successful Offeror 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 Offeror, provided that such liability is not attributable to the County’s sole negligence.

**L. Insurance Requirements**

The Successful Offeror shall maintain insurance to protect itself and Henrico and Henrico’s elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment A)**

**M.** **No Discrimination against Faith-Based Organizations**

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

**N. Offeror's Performance**

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

2. The Successful Offeror 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.

3. The Successful Offeror shall cooperate with Henrico officials in performing the Contract work so that interference with normal operations will be held to a minimum.

4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

**O. Ownership of Deliverable and Related Products**

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.

2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.

3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

 **P. Record Retention and Audits**

1. The Successful Offeror 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 Offeror’s proposal and any Contract awarded pursuant to this Request for Proposal. 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 the Successful Offeror’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 Offeror’s normal working hours.

2. County personnel may perform in-progress and post-audits of the Successful Offeror’s records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

**Q. Severability**

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

**R. Small, Women-Owned and Minority-Owned (SWAM) Businesses**

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 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

[http://www.henrico.us/purchasing/](http://www.co.henrico.va.us/purchasing/)

**S. Subcontracts**

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

**T. Taxes**

1. The Successful Offeror shall pay all county, city, state and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between Henrico and the Successful Offeror, as the taxes shall be solely an obligation of the Successful Offeror and not of Henrico, and Henrico shall be held harmless for same by the Successful Offeror.

2. Henrico is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

**U. Termination of Contract**

1. The County reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the County.

3. Notwithstanding anything to the contrary contained in the Contract between the County and the Successful Offeror, 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 Offeror.

1. If the County terminates the Contract, the Successful Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

**V.** **County License Requirement**

If a business is located in Henrico County, it is unlawful to conduct or engage in that business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

1. **Environmental Management**

The Successful Offeror shall comply with all applicable federal, state, and local environmental regulations.  The Successful Offeror is required to abide by the County’s Environmental Policy Statement:

[http://www.henrico.us/pdfs/hr/risk/env\_policy.pdf](http://www.co.henrico.va.us/pdfs/hr/risk/env_policy.pdf) which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation.  The Successful Offeror shall be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror shall immediately communicate any environmental concerns or incidents to the appropriate County staff.

**X. Safety**

1. The Successful Offeror shall comply with and ensure that the Successful Offeror’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 Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.

2. Each job site shall have a supervisor who is competent, qualified, or authorized on the worksite, 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 is 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 Offeror’s personnel from the work site.

3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror shall immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

 **Y. Authorization to Transact Business in the Commonwealth**

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission. (Attachment D) Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized.

3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a waiver is granted by the Purchasing Director, his designee, or the County Manager.

4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.

5. Any business entity described in subsection 1 that enters into a contract with a public body shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

**Z. Payment Clauses Required by Va. Code § 2.2-4354**

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror’s intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
4. Pursuant to Virginia Code § 2.2-4354, unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror 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.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

**AA. Contract Period**

1. The contract period shall be from date of award through a twelve-month period. 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 resulting contract should require the Successful Offeror to give at least a ninety (90) day written notice if they do not intend to renew the contract at any annual renewal.

4. The contract shall not exceed a maximum of five (5) years.

**VI. PROPOSAL SUBMISSION REQUIREMENTS**:

1. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, or other electronic means.
2. All erasures, interpolations, and other changes in the proposal shallbe signed or initialed by the Offeror.
3. The Proposal Signature Sheet **(*Attachment B***) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
4. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.
	1. The time proposals are received shall be determined by the time clock stamp in the Purchasing Division. Offerors are responsible for insuring that their proposals are stamped by Purchasing Division personnel by the deadline indicated.
	2. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understand the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
	3. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
	4. **Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342.F). (Attachment C)**
	5. A proposal may be modified or withdrawn by the Offeror anytime prior to the time and date set for the receipt of proposals. The Offeror shall notify the Purchasing Division in writing of its intentions.
5. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
6. Modified and withdrawn proposals may be resubmitted to the Purchasing Division up to the time and date set for the receipt of proposals.
7. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.
8. The County welcomes comments regarding how the proposal documents, scope of services, or drawings may be improved.  Offerors requesting clarification, interpretation of, or improvements to the proposal general terms, conditions, scope of services or drawings shall submit technical questions concerning the Request for Proposal no later than **2:00 p.m., March 24, 2015** in writing.  Any changes to the proposal shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative.  **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
9. All proposals received in the Purchasing Division on time shall be accepted. All late proposals received by the Purchasing Division shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the Contract.

**VII. PROPOSAL RESPONSE FORMAT**:

1. Offerors shall submit a written proposal that present the Offerors qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Your proposal should provide all the information considered pertinent to your qualifications for this project.
2. The Offeror should include in their proposal the following:

1. Table of Contents – All pages are to be numbered

2. Introduction

 Cover letter - on company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal

Proposal Signature Sheet – Attachment B

Proprietary/Confidential Information identification – Attachment C

3. Executive Summary

Response to Scope of Services –The Offeror should address each section of the Scope of Services with an indication of the response. The Offeror shall identify any exceptions, referenced to the paragraph number, in a sub section titled “Exceptions”.

 Business Health Summary – Please provide responses to the following specific questions:

1. Years in business
2. Years in business under your present name.
3. Five-year history of same product/service sales.
4. By number of customers.

e. Provide at least four references that are currently using your firm for a similar sized operation. For each reference, include a contact name and telephone number, the size of the contract, the original project completion date, and the actual project completion date. It is preferred that these references be in close proximity to Virginia.

4. Project and Support Staffing – Please provide responses to the following specific questions:

* + - * 1. Total number of staff
				2. Total number of employees in the entire company
				3. Number holding certifications
				4. Number of Factory Trained Technicians familiar with WTF equipment
				5. Number which the County can expect to have present at worksite
				6. Proximity to work location

C. Describe the involvement, if any, of subcontractors in the work

D. Provide a description of your support policies. This should include any formally defined training, job archive documentation, safety programs and any other support policy that would help in evaluating your firms’ ability to provide service.

E. Implementation Services - Please provide a narrative description describing your approach for providing scheduling, acquiring permits, and record documentation.

* 1. Project Management – Please provide a narrative description describing your approach for providing the needed resources to conduct maintenance and repair procedures.
	2. Pricing – In accordance with Attachment D.

**VIII. PROPOSAL EVALUATION/SELECTION PROCESS**:

A. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services.

* 1. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

|  |  |
| --- | --- |
| EVALUATION CRITERIA | WEIGHT |
| Functional Requirements* Extent to which the proposed solutions satisfies the RFP functional requirements
* Reporting capabilities
 | 30 |
| Implementation Services* Project Approach
* Project Management
* Project Team
* Current Workload and ability to complete required work within County schedule
* Location where services will be performed
 | 15 |
| Experience and Qualifications* Professional competence
* Financial Stability of Firm
* References
* Resumes of proposed staff
* Safety Program, training and equipment
 | 25 |
| Price | 25 |
| Quality of proposal submission/oral presentations | 5 |
| TOTAL | 100 |

1. Selection will be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror, which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified that the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror’s proposal as negotiated.

**ATTACHMENT A**

**INSURANCE SPECIFICATIONS**

The Successful Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Vendor, 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 Vendor’s insurance coverage responds or does not respond.  Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Vendor’s responsibilities outlined in the contract documents.

NOTE 2: 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 B**

**SUBMIT THIS FORM WITH PROPOSAL**

**PROPOSAL SIGNATURE SHEET**

**Page 1 of 2**

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”).

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

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

|  |
| --- |
| LEGAL NAME OF OFFEROR (DO NOT USE TRADE NAME): |
|  |
| ADDRESS: |
|  |
|  |
| SIGNATURE: |
| NAME OF PERSON SIGNING (print): |
| TITLE: |
| TELEPHONE: |
| FAX: |
| E-MAIL ADDRESS: |
| DATE: |

Attachment B

Page 2 of 2

**Legal Name of Offeror: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

 **(Check all that apply.)**

**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**

**□ SMALL BUSINESS**

 **□ WOMEN-OWNED BUSINESS**

 **□ MINORITY-OWNED BUSINESS**

 **□ SERVICE DISABLED VETERAN**

 **□ LARGE**

 **□ NONPROFIT**

 **□ NONE OF THE ABOVE**

**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.

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

**ATTACHMENT C**

**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

NAME OF FIRM/OFFEROR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342.F in writing, either before or at the time the data or other material is submitted.  The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary.  The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.  In addition, a summary of proprietary information submitted shall be submitted on this form.  The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.  If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

|  |  |  |
| --- | --- | --- |
| SECTION/TITLE | PAGE NUMBER(S) | REASON(S) FOR WITHHOLDING FROM DISCLOSURE |
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**ATTACHMENT D**

**VIRGINIA STATE CORPORATION COMMISSION (SCC)**

**REGISTRATION INFORMATION**

**The Bidder or Offeror:**

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

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

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

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

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

**ATTACHMENT E Part I**

**Site Work Requirements**

**HENRICO DEPARTMENT OF PUBLIC UTILITIES**

**WATER TREATMENT FACILITY DIVISION**

**1. THE SUCCESSFUL OFFEROR WORK AND WORK HOURS.** The Successful Offeror will be permitted to use available space belonging to the County, on or near the site of the work, for service work purposes and for storage of materials and equipment. The Successful Offeror shall be responsible for the proper storage and security of all materials and for any hazardous material storage facilities which may be required.

 The Successful Offeror shall keep the premises free at all times from accumulations of waste materials. The Successful Offeror shall clean up after all work activities.

 All work shall be performed during regular work hours. The Successful Offeror will not be permitted to work on Saturday, Sunday or any legal holiday without prior approval and consent of the County representative. Regular work hours shall not exceed 8 hours per day, Monday through Friday, 40 hours per week. Regular working hours shall be within the period 0800 to 1630 hours.

**2. SAFETY PROGRAMS.** The County has safety programs and procedures that shall be communicated to all the Successful Offeror’s personnel working at the Water Treatment Facility. Prior to the start of any work, the County shall review the following with the Successful Offeror:

a. Hazard communication – site and work area hazards

 b. Lock out and tag out of equipment & processes

 c. Permit required confined spaces

 d. Fire protection and safety

 e. Emergency response plan

 It shall be the responsibility of the Successful Offeror to convey the required information to all their personnel.

**3. OPERATION OF PROCESS & EDS EQUIPMENT AND FACILITIES.** It is critical that the treatment works remain in operation at all times. Operation of all valves, gates, and other equipment that is part of facility treatment processes shall be performed by the County.

 After adequate notification, the Successful Offeror may perform the required preventive maintenance tasks on facility EDS equipment. Proper operation, shut down & re-start of this equipment shall be the responsibility of the Successful Offeror. All work requiring extended outages shall be carefully coordinated with the County representative.

**ATTACHMENT E Part I**

**4**. **TEST REPORT –** The test report shall include the following:

1. Summary of project

 2. Description of equipment tested

 3. Description of tests

 4. Test data

 5. Comparison to prior test data

 5. Analysis and recommendations

The test data records shall include the following minimum requirements:

 1. Identification of the testing organization

 2. Equipment identification

3. Humidity, temperature, and other conditions that may effect the results of the tests/calibrations

 4. Date of inspections, tests, maintenance, and/or calibrations to

 be performed and recorded

 5. Identification of the testing technician.

 6. Indication of inspections, tests, maintenance, and/or calibrations to be performed and recorded.

 7. Indication of expected results when calibrations are to be performed.

 8. Indication of “as-found” and “as-left” results as applicable.

 9. Sufficient spaces to allow all results and comments to be indicated.

5. **SALVAGE AND WASTE MATERIALS AND EQUIPMENT.** Existing materials and equipment removed or replaced by the Successful Offeror shall not be reused at the WTF. The Successful Offeror shall also be responsible for their removal and disposal from the WTF site.

**6.** **STORAGE, WORK AREA.**  The Successful Offeror will be permitted to use available space belonging to Henrico County, at or near the work areas, for staging and temporary storage. Space is limited, especially with the construction contracts that are in progress at the site. The designated storage space will be identified at the pre- construction meeting. Henrico County shall not be responsible for the security of the Successful Offeror’s equipment, materials or the purchased equipment.

**6.** **RESTROOM AND CLEAN UP FACILITIES.** The Successful Offeror may use restroom facilities in the WTF buildings while working on site.