

COMMONWEALTH OF VIRGINIA  
COUNTY OF HENRICO



IFB # 12-9248-4YD

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

May 2, 2012

**Invitation for Bid  
Annual Contract for the Purchase of  
Safety Footwear and Accessories**

Subject: Annual contract to furnish all tools labor and equipment to provide Safety Footwear and Accessories to the County of Henrico, Division of Fire in accordance with the enclosed general terms, conditions and specifications.

Sealed bids in accordance with the conditions, specifications, and instructions below and on the attached sheets or drawings hereto, if any, will be received no later than **2:00 p.m.**, local prevailing time, **May 24, 2012** and will be opened and publicly read aloud. Sealed bids should be delivered as follows:

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

OR

U.S. POSTAL SERVICE  
County of Henrico  
Department of General Services  
P.O. Box 90775  
Henrico VA 23273-0775

This IFB and any addenda are available on the County of Henrico website at: [www.co.henrico.va.us](http://www.co.henrico.va.us) The Bids and Proposals link is listed under the Henrico Business Section on the home page. To download the IFB, click the link and save the document to your hard drive. To receive a printed copy of this document please call (804) 501-5660 or [bla04@co.henrico.va.us](mailto:bla04@co.henrico.va.us) To receive an email copy of this document please contact [edw@co.henrico.va.us](mailto:edw@co.henrico.va.us)

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

All bidders shall use the enclosed Bid Form in submitting their bid prices. The Purchasing Office reserves the right to waive any informality in bids and to award in part or in whole or to reject any or all bids.

The Award Authority for the contract will be the Director of General Services.

Nothing herein is intended to exclude any responsible bidder, its product or service or in any way restrain or restrict competition. On the contrary, all responsible bidders are encouraged to submit a bid. Comments as to how bid documents, specifications or drawings can be improved are welcome.

Should you have any questions concerning this Invitation to Bid, please contact Yvonne Daniel at [dan23@co.henrico.va.us](mailto:dan23@co.henrico.va.us)

Very truly yours,

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

Yvonne M. Daniel, CPPB, VCO  
Procurement Supervisor

1590 E. Parham Road/PO Box 90775/Henrico VA 23273-0775  
(804) 501-5660 – FAX (804) 501-5693

**I. SCOPE OF WORK/SERVICES:**

The intent and purpose of this Invitation for Bid is to establish a term contract with one or more qualified supplier(s) for the provision of Safety Footwear and Accessories as needed and requested for the County of Henrico, Division of Fire, in accordance with the enclosed general terms, conditions and specifications.

Only the footwear listed below will be accepted. No substitutions will be allowed and all delivery costs must be included in the pricing. The quantities provided on the bid form are estimates only and does not guarantee any amount of business to the Successful Bidder(s).

**Red Wing:** Style 4473

**Worx:** Style 5266

**Worx:** Style 5290

**Haix:** Style 605109

**Haix:** Style 605110

Historical Data: For Fiscal Year 2009-2010 the County spent approximately \$33,600.00. For Fiscal Year 2010-2011 the County spent approximately \$25,200.00.

**A. Specifications:**

1. Safety footwear shall meet or exceed NFPA 1971 (current edition) and OSHA 29CFR, Part 1910.136 (Personal Protective Equipment for General Industry).
2. The County may require the successful bidder(s) to provide certified test reports from the manufacturer, which indicate the footwear furnished under the contract has been subjected to all the required tests and meets or exceeds the minimum requirements.
3. Only the footwear identified in this bid will be considered and no substitutions will be accepted. All footwear being bid must be black and only one price quoted for all sizes of a style.
4. Employees will be required to purchase footwear styles that are identified in the contract, however, with management approval, employees can purchase footwear (approved by the Division of Fire) not identified on contract for instances when a special shoe type or fit is required. Bidders must indicate, on the bid form, the percentage discount off the list price for this purpose.
5. If an employee purchases a shoe style that is not on contract, but is approved by the Division of Fire, the employee will be required to pay the successful Bidder directly the amount not covered by the County of Henrico.
6. The successful bidder(s) shall provide an annual report to the Purchasing Office, at the anniversary date of the contract or when requested, detailing the total volume of purchases made by manufacturer and style number.
7. Two (2) catalogs, plus the manufacturer's list price, must be included with the bid submission or bidder can provide a link to on-line access for this information. Failure to do so may cause your bid to be considered non-responsive. All footwear submitted in response to this bid must be a current inventory item.

8. Bidders shall provide at least 3 references of companies in which they have provided similar service. (See Attachment B).
9. The successful bidder(s) shall be a firm regularly engaged in the sale and service of the footwear requested.
10. The successful bidder(s) shall stock the contract shoe styles in sizes that range from 6 to 13, in medium and wide widths.
11. If zipper-lacing systems are available for any of the boot models listed, the successful bidder(s) shall stock all corresponding sizes.

**B. Delivery:**

1. The successful bidder(s) shall have a store location within a 25-mile radius of the Henrico County Public Safety building at 7721 E. Parham Road, Richmond, Va. 23294, or must provide a mobile shoe service, on a schedule provided by the Division of Fire to the Henrico County Public Safety Building. If a mobile shoe vehicle will service the contract, it must be available for a minimum of 1 hour at each scheduled visit. The schedule may be adjusted as needed during the contract period.
2. The successful bidder(s) shall provide one sizing session; per new Division of Fire recruit school, at a location, date and time designated by the Henrico County Division of Fire. It is estimated the Division of Fire will conduct one to three recruit schools per year.
3. The successful bidder(s) shall provide four sizing sessions per year (two in the spring and two in the fall) for incumbent personnel at a location, date, and time designated by the Division of Fire.
4. The successful bidder(s) must utilize the actual boot models for sizing purposes. Sizing with measuring devices alone will not be acceptable.
5. Orders will be placed with the successful bidder(s) at the time of the fitting and the employee will take possession of the footwear at that time. The Division of Fire may fax approximate "known order" information to the successful bidder in lieu of a fitting.
6. The Division of Fire requires written authorization from its Resource Management Section for the purchase or order of any boots, resoles or accessories. Henrico County will not be responsible or liable for the cost of boots, resoles or accessories that are purchased without this written authorization. This authorization may be provided in the form of a list, e-mail, or FAX. A written procurement authorization number provided by the Resource Management Section directly to the personnel making the purchase will be an acceptable authorization as well.
7. The successful bidder(s) shall deliver back ordered contract styles and sizes within 7 days of the order being placed. Footwear approved by the Division of Fire, but not on contract, shall be delivered within 14 days from the order date.

8. The successful bidder(s) shall be required to stock, or have readily accessible for delivery, sufficient quantities of contract footwear to ensure prompt delivery after the receipt of an order. Ample quantities shall be available in a store location or a mobile shoe vehicle.
9. The successful bidder(s) shall notify the Purchasing Office when any footwear style under contract is discontinued and must identify and offer the replacement style for Division of Fire acceptance.
10. Repeated delayed or partial deliveries, and insufficient stock of contract footwear styles at a store location or mobile shoe vehicle, shall be interpreted as a failure to meet contractual obligations and may be cause for cancellation of the contract.

**C. Warranty:**

1. If a product defect occurs as a result of normal use within 6 months of the purchase, the successful bidder must repair or replace any defective footwear at no cost to the employee or the County.
2. If a product defect occurs as a result of normal use within 6 to 12 months of the purchase, the successful bidder must repair the defect at no cost to the employee or the County, or issue a 50 % credit to be applied toward the purchase of a new pair of footwear.

**D. Returns:**

1. Any shoes delivered to the County, not as ordered, shall be returned to the successful bidder(s) at no cost to the County.
2. Each bidder shall list on the bid form what, if any, restocking fee will be charged to the County for items being returned, at no fault of the successful bidder(s).

**E. Service:**

1. The successful bidder(s) shall provide a resole option for the boot styles identified in this bid, where available. It is estimated that approximately 100 pairs of boots may be resoled annually.
2. The successful bidder(s) shall have resoled boots available for pick-up or delivery within 30 days of receiving the boots for repair.

**F. Samples:**

If requested, the successful bidder(s) shall provide 2 pairs of each style being bid for wear testing for a period of 30 days in the sizes specified by the Purchasing Office, at no cost to the County. Samples shall be provided within 7 days to the Purchasing Office.

II. GENERAL TERMS AND CONDITIONS:

A. Addenda:

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

B. Annual Appropriations:

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

C. Award of Contract:

1. The Purchasing Office reserves the right to waive any informality in bids and to award in part or in whole or to reject any or all bids. The reasons for the rejection shall be made a part of the contract file.
2. In case of a tie bid, preference shall be given to goods, services, and construction produced in the County of Henrico or the State of Virginia or provided by persons, firms or corporations having principal places of business in the County of Henrico or the State of Virginia, if such a choice is available; otherwise the tie shall be decided by lot. A County of Henrico business shall be given preference over a State of Virginia business, if such a choice is available.
3. The Purchasing Office shall have the right, before awarding the contract, to require a bidder to submit such evidence of its qualifications as it may deem necessary and may consider any evidence available to it concerning the financial, technical, and other qualifications and abilities of a bidder. (See Attachment B)

4. It is the intent of the Director of General Services to award a contract(s) to the lowest responsive and responsible bidder(s) provided the bid does not exceed the funds available for the contract. **This bid will be awarded by Lot.** (See the Bid Form)
5. Upon making an award, or giving notice of intent to award, the County will place appropriate notice on the public bulletin board located at the following locations:

Purchasing Office  
1590 East Parham Road  
Henrico, VA 23228

Eastern Government Center  
3820 Nine Mile Road  
Henrico, VA 23223

Henrico Government Center  
4301 East Parham Road  
Henrico, VA 23228

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

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

D. Bid Security:

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

E. Bidder's Performance:

1. Goods and services must be delivered and rendered strictly in accordance with this bid and shall not deviate in any way from the terms, conditions, prices, quality, quantity, delivery instructions, and specifications of this bid.
2. All goods and/or services delivered and/or rendered shall comply with all applicable federal, state, and local laws, and shall not infringe any valid patent or trademark. The successful bidder shall indemnify, keep, save, and hold the County, its officers and employees, harmless from any liability for infringement and from any and all claims or allegations of infringement by the bidder or the County, its officers and employees, arising from, growing out of, or in any way involved with the goods delivered or services rendered pursuant to this purchase.
3. In the event that suit is brought against the County, its officers and/or its employees, either independently or jointly with the bidder, the bidder shall defend the County, its officers and employees, in any such suit at no cost to them. In the event that final judgment is obtained against the County, its officers, and/or its employees, either independently or jointly with the bidder, then the bidder shall pay such judgment, including costs and attorneys fees, if any, and hold the County, its officers and employees, harmless therefrom.
4. The successful bidder shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

5. The successful bidder shall not, in its product literature or advertising, refer to this purchase or the use of the bidder's goods or services by the County of Henrico, Virginia.
6. The successful bidder shall cooperate with County officials in performing the specified work so that interference with the County's activities will be held to a minimum.

F. Bidder's Representation:

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

G. Bonds:

The Purchasing Office does not require the successful bidder to furnish 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. Section 1) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I. Compensation:

1. It is the County's policy not to pay for any goods or services until the same have been actually received.
2. Individual contractors shall provide the Purchasing Office their social security numbers and proprietorships, partnerships and corporations shall provide their federal employer identification numbers (Code of Virginia, Section 2.2-4354.2). This information shall be provided in the space indicated on the Bid Form.
3. The successful bidder shall submit a complete itemized invoice on each item or service, which is delivered under the contract. The successful bidder shall indicate the purchase order number on the front of each invoice and on the outside of each package or shipping container.
4. Cash discounts shall be deducted in accordance with the terms of the bid.

5. Payment shall be rendered to the successful bidder for satisfactory compliance with the general terms, conditions and specifications of this bid. The required payment date shall be either: (i) the date on which payment is due under the terms of the contract for the provision of such goods or services; or (ii) if such date is not established by contract, not more than forty-five days after goods or services are received or not more than forty-five days after the invoice is rendered, whichever is later (Code of Virginia, Section 2.2-4352).
6. Unless otherwise provided under the terms of the contract for the provisions of goods and services, if the County fails to pay by the payment date, the County agrees to pay the financial charge assessed by the successful bidder, which does not exceed one percent per month (Code of Virginia, Section 2.2-4354.4).

J. Contract Period:

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

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

L. County License Requirement:

If a business is located in the County, it shall be unlawful to conduct or engaged in that business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your bid. If you have any questions, Contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

M. Default:

If the Successful Bidder is wholly responsible for failure to make delivery or complete implementation and installation, or if the system fails in any way to perform as specified herein, the County may consider the Successful Bidder to be in default. In the event of default, the County will provide the Successful Bidder with written notice of default, and



the Successful Bidder will be provided twenty (20) calendar days to provide a plan to correct said default.

N. Drug-Free Workplace to be Maintained by the Contractor (Code of Virginia, Section 2.2-4312)

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

O. Employment Discrimination by Bidder Prohibited:

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

P. General:

1. Sealed bids in accordance with the conditions, specifications, and instructions below and on the attached sheets or drawings hereto, if any, will be received in person or via special courier service in the Purchasing Office, Department of General Services, North Run Office Park, 1590 East Parham Road, Henrico, Virginia 23228-2360 or through the regular mail by the U.S. Postal Service, P.O. Box 90775, Henrico, Virginia 23273-0775 until, but no later than the time and date specified in the Invitation to Bid.
2. In the solicitation or awarding of contracts, the County of Henrico shall not discriminate because of the race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment.
3. The County welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the County. The County of Henrico actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals. All solicitations are posted on the County's Internet site at [www.henrico.va.us](http://www.henrico.va.us) and may be viewed under the Bids and Proposals link on the homepage.
4. The County of Henrico encourages all suppliers interested in doing business with them to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <http://eva.virginia.gov>.

Q. Indemnification:

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

R. 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)

S. Modification of Bids:

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

3. No bid can be withdrawn after the time set for the receipt of bids and for ninety (90) days thereafter except as provided under the withdrawal of bid due to error section.

T. Negotiation with the Lowest Bidder:

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

U. No Discrimination against Faith-Based Organizations:

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

V. Opening of Bids:

1. All bids received on time in the Purchasing Office shall be opened and publicly read aloud.
2. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract (Code of Virginia, Section 2.2-4342C).
3. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records (Code of Virginia, Section 2.2-4342E).

W. Product Evaluation/Testing:

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

County of Henrico  
General Services/Purchasing  
Attention: Yvonne Daniel  
1590 East Parham Road  
Henrico, VA 23228

2. Upon the completion of the evaluation and/or testing by the Purchasing Office, the bidder shall be responsible for the pick-up/return freight of the samples. If return arrangements are not confirmed within seven (7) calendar days after notification from the Purchasing Office that samples are available for return, the Purchasing Office reserves the right to dispose of said samples.

X. Record Retention/County Audits:

1. The successful bidder shall retain, during the performance of the contract and for a period of three years from the completion of the contract, all records pertaining to the successful bidder's bid and any contract awarded pursuant to this Invitation to Bid. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including successful bidder's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the successful bidder's normal working hours.
2. County personnel may perform in-progress and post-audits of the successful bidder's records as a result of a contract awarded pursuant to this Invitation to Bid. Files would be available on demand and without notice during normal working hours.

Y. Subcontracts:

No portion of the work shall be subcontracted without prior written consent of the County of Henrico, Virginia. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the contract.

Z. Submission of Bids:

1. All bidders shall use the enclosed Bid Form in submitting their bid prices. The Purchasing Office shall not accept oral bids or bids received by telephone, telecopier (FAX machine) or email for this bid.
2. All prices must be F.O.B. delivered to the point as indicated in this bid. The County will grant no allowance for boxing, crating, or delivery unless specifically provided for in this bid.

3. The Bid Form must be completed in blue or black ink or by typewriter. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
4. All erasures, insertions, additions, and other changes made by the bidder to the Bid Form shall be signed or initialed by the bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in the bid, may be rejected by the Purchasing Office as being incomplete or nonresponsive.
5. The Bid Form must be signed in order to be considered. If the bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bidder must indicate the corporate title of the individual signing the bid.
6. The Bid Form, the bid security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. Any notation or notations on the exterior of the envelope purporting to alter, amend, modify, or revise the bid contained within the envelope shall be of no effect and shall be disregarded.
7. The envelope containing the bid should be sealed and marked in the lower left-hand corner with the bid request number, goods or services sought, hour and due date of the bid.
8. The time for the receipt of bids shall be determined by the time clock stamp in the Purchasing Office. Bidders are responsible for ensuring that their bids are stamped by Purchasing Office personnel by the deadline indicated.
9. All bids received in the Purchasing Office by the deadline indicated will be kept in a locked bid box until the time and date set for the opening of bids.
10. All late bids shall be returned unopened to the Bidder.

AA. Successful Bidder's Obligation to Pay Subcontractors:

1. The successful bidder awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to the successful bidder by the County for work performed by the successful bidder's subcontractor(s) under the contract (Code of Virginia, Section 2.2-4354):
  - (a) Pay the subcontractor(s) for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor(s) under the contract; or
  - (b) Notify the County and subcontractor(s), in writing, of their intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The successful bidder shall pay interest to the subcontractor(s) on all amounts owed by the successful bidder that remain unpaid after seven (7) days following receipt by

the successful bidder of payment from the County for work performed by the subcontractor(s) under the contract, except for amounts withheld as allowed in subparagraph a (2) of this section. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

3. The successful bidder shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor(s).
4. The successful bidder's obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section may not be construed to be an obligation of the County. A contract modification may not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

BB. Taxes:

1. The County of Henrico is exempt from the payment of federal excise or state sales taxes on all tangible, personal property for its use or consumption except taxes paid on materials that will be installed by the bidder and become a part of real property.
2. If a bidder is bidding on materials that require installation by the bidder and become a part of real property, the applicable taxes shall be included in the lump sum bid price for the installation of the material and not as a separate charge for taxes. The taxes shall be an obligation of the successful bidder and not of the County, and the County shall be held harmless for same by the successful bidder.
3. The Purchasing Office will furnish a Tax Exemption Certificate (Form ST-12) upon request and if applicable to this contract.
4. When a bidder lists a separate tax charge on the Bid Form and the tax is not applicable to the purchase by the County, the bidder will be allowed to delete the tax from its bid.

CC. Termination of the Contract:

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

3. Notwithstanding anything to the contrary contained in the contract between the County and the successful bidder, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving 30 days written notice to the successful bidder.

DD. Trade Secrets/Proprietary Information:

Trade secrets or proprietary information submitted by a Bidder in response to this Invitation for Bid shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia).

EE. Use of Brand Names/Product Information:

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

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

1. A bidder may withdraw its bid from consideration if the price bid was substantially lower than the next low responsive bid due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

2. The bidder shall give written notice of their claim to withdraw their bid to the Purchasing Office within two business days after the conclusion of the bid opening procedure. (Code of Virginia, Section 2.2-4330). Such mistake shall be proved only from the original work papers, documents and materials delivered to the Purchasing Office with the bidder's written request to withdraw its bid.
3. The Purchasing Office will inspect the written evidence submitted by the bidder with the request and if the Purchasing Office can verify to its satisfaction and sole discretion that the mistake was a non-judgmental mistake, the bidder will be allowed to withdraw the bid.
4. No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). (Code of Virginia, Section 2.2-4330C)
5. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit directly or indirectly from the performance of the project for which the withdrawn bid was submitted.
6. If a bid is withdrawn under authority of this section, the next lowest responsive and responsible bidder shall be deemed to be the low bidder.
7. If the Purchasing Office denies the withdrawal of a bid under the provisions of this section, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

GG. Employment of Unauthorized Aliens Prohibited

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

HH. Authorization to transact business in the Commonwealth:

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.
2. A bidder 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 A) Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the bidder is not required to be so authorized.



3. A bidder described in subsection 2 that fails to provide the required information shall not receive an award unless a waiver is granted by the Director of General Services, his designee, or the County Manager.
4. Any falsification or misrepresentation contained in the statement submitted by the bidder 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.

BID FORM

County of Henrico  
 Department of General Services  
 Purchasing Office  
 North Run Office Park  
 1590 East Parham Road  
 P. O. Box 90775  
 Henrico, Virginia 23273-7032

I/We hereby propose to furnish and provide Safety Shoes and Accessories to the County of Henrico, Division of Fire in accordance with **IFB #12-9248-4YD** general terms, conditions and specifications. The Bid Form must be completed in blue or black ink or by typewriter. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. My/Our prices are as follows:

**PRICES QUOTED SHALL BE FOB DESTINATION. Freight charges included in the bid price.**

**Bidder must bid as specified, No Substitutions are allowed. Quote only one price for all sizes of an item. All footwear must be black.**

**If available, please indicate the price for resoling shoes.**

**Lot 1: Red Wing and WORX**

Item	Style Number	Description	Unit Price	Estimated Annual Quantity	Total Price
1	4473	Red Wing Men's 8-inch boot, with interlaced zipper included.	\$	85 pairs	\$
2	5266	WORX Men's 6-inch boot.	\$	45 pairs	\$
3	5290	WORX Men's 8-inch boot.	\$	45 pairs	\$
				Total Bid Price Lot 1:	\$

**BID FORM**

(Lot 1 continued)

Indicate the pricing for the # 96226 Zipper Kit sizes for Item 1 (style 4473):

Small: \$\_\_\_\_\_ Medium: \$\_\_\_\_\_

Large: \$\_\_\_\_\_ X Large: \$\_\_\_\_\_

Indicate the pricing for boot resoling, if available, per the following styles:

4473: \$\_\_\_\_\_ 5266: \$\_\_\_\_\_

5290: \$\_\_\_\_\_

Indicate the percentage discount off the list price for footwear and related accessories, not identified on contract, but approved by the Division of Fire: \_\_\_\_\_%

Indicate the restocking fee for returns \$ \_\_\_\_\_

**Web link for on-line access to catalog and price list, if applicable** \_\_\_\_\_

**Lot 2: Haix**

Item	Style Number	Description	Unit Price	Estimated Annual Quantity	Total Price
1	605109	Haix Men's 8-inch boot, with interlaced zipper included.	\$	30 pairs	\$
2	605110	Haix Ladies 8-inch boot, with interlaced zipper included.	\$	30 pairs	\$
				Total Bid Price Lot 2:	\$

Indicate the pricing for additional # 701170 Zipper Kit sizes for Items 1 & 2:

Small: \$\_\_\_\_\_ Medium: \$\_\_\_\_\_

Large: \$\_\_\_\_\_ X Large: \$\_\_\_\_\_

BID FORM

(Lot 2 continued)

Indicate the pricing for boot resoling, if available, per the following styles:

605109: \$\_\_\_\_\_ 605110: \$\_\_\_\_\_

Indicate the percentage discount off the list price for footwear and related accessories, not identified on contract, but approved by the Division of Fire: \_\_\_\_\_%

Indicate the restocking fee for returns \$ \_\_\_\_\_

Web link for on-line access to catalog and price list, if applicable \_\_\_\_\_

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.

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

Social Security Number:\_\_\_\_\_.

Federal Employer Identification Number:\_\_\_\_\_.

To aid in the evaluation of bids, bidders must submit the original Bid Form and one copy of the Bid Form, Attachments and detailed specification sheets. Have you complied with this requirement? Yes. No. **If you fail to do so, your bid may be considered Nonresponsive and rejected.**

Indicate whether your business\_\_\_is or\_\_\_is not located in the County of Henrico, Virginia and if it is, have you obtained a County license to conduct or engage in the business, trade or occupation in the County of Henrico? \_\_\_ Yes. \_\_\_No. If yes, please include a copy of your current business license with your bid.

I/We acknowledge the receipt of:

Addendum No.\_\_\_\_\_Dated\_\_\_\_\_.

Addendum No.\_\_\_\_\_Dated\_\_\_\_\_.

**BID SIGNATURE SHEET**  
**Page 1 of 2**

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

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

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

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

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

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

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

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

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

eVA Registered?  **YES**       **NO**

**DEFINITIONS**

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

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

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

1. “*African American*” means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. “*Asian American*” means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

3. “*Hispanic American*” means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. “*Native American*” means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

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

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

**ATTACHMENT A**

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

**The bidder:**

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

\_\_\_\_\_ **-OR-**

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

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

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

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

ATTACHMENT B

BIDDER'S REFERENCE SHEET

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

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

\_\_\_\_\_

2. Reference:

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

1.     Date: \_\_\_\_\_  
       Client: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_  
       Phone Number: \_\_\_\_\_

2.     Date: \_\_\_\_\_  
       Client: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_  
       Phone Number: \_\_\_\_\_

3.     Date: \_\_\_\_\_  
       Client: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_  
       Phone Number: \_\_\_\_\_



## **ATTACHMENT C - Insurance Specifications**

The Successful Bidder shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder, and shall deliver a Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability and Excess/Umbrella Liability coverage. The coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Bests. In addition, the insurer shall agree to give the 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.