

COMMONWEALTH OF VIRGINIA

County of Henrico



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

IFB: # 17-1518-9EAR

October 10, 2017

Invitation for Bid

Annual Contract for Number 2 Ultra Low Sulfur Diesel Fuel

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

Sealed bids in accordance with the conditions, specifications, and instructions below and on the attached sheets or drawings hereto, if any, will be received no later than **2:00 P.M.** local prevailing time, **October 25, 2017** and will be opened and publicly read aloud.

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| IN PERSON OR SPECIAL COURIER County of Henrico Department of Finance Purchasing Division 8600 Staples Mill Road ←NEW ADDRESS Henrico, Virginia 23228 | OR | U.S. POSTAL SERVICE County of Henrico Department of Finance Purchasing Division P.O. Box 90775 Henrico, Virginia 23273-0775 |
| <p>This IFB and any addenda are available on the County of Henrico website at: http://henrico.us/finance/divisions/purchasing. To receive an email copy of this document please contact ros074@henrico.us</p> | | |

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

Envelopes containing bids shall be sealed and marked in the lower left-hand corner with the bid request number, goods or services sought, hour and due date of the bid.

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

The awarding authority for this contract is the Purchasing Director, Department of Finance.

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

Should you have any questions concerning this Invitation for Bid, please contact Eric Rosen at ros074@henrico.us by no later than **October 16, 2017**.

Very truly yours,

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

Eric Rosen
Procurement Analyst

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

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

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

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

GENERAL REQUIREMENTS:

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

- a. The diesel delivered shall be a general purpose, middle distillate fuel for automotive diesel engines requiring No. 2 ultra-low sulfur fuel containing no more than 15 parts per million sulfur content. It must be suitable for use in applications with conditions of varying speed and load. Fuel shall conform to the latest ASTM Specification D975. Fuel must have a minimum cetane rating of 40 as computed using the ASTM D-613 method.
- b. The diesel fuel furnished must comply with all applicable NBAC, ANSI, ASTM, EPA, Fuel Authority, OSHA, federal, state and local regulations, specifications, codes and requirements. Diesel fuel supplied must be free from contamination. At any time during the full term of the contract, Localities reserve the right to modify the contract to allow for progressive growth, knowledge, and advancements and or any Federal and or State changes to the specifications, requirements, and/or regulations as specified. For any modifications, contract pricing formula shall remain the same in formatting contract rates.

2. **Material and Workmanship:**

- a. The Successful Bidder must ensure that all delivered fuel shall be of high quality and does not contain any foreign substance, sediment, water or any other contamination which may damage any vehicles or storage tanks. When requested, the Successful Bidder shall describe their proposed quality assurance processes, measures and corrective action plans to ensure the when the diesel fuel is delivered, it does not contain any foreign substances or water.
- b. The Successful Bidder should also describe any proposed preventative action measures, to include the use of additives or pre-delivery testing, to ensure the delivery of high quality diesel fuel. If the Successful Bidder proposes the use of additives to ensure the delivery of high quality diesel fuel that does not contain foreign substances or water, they should submit documentation as to the effectiveness of the additive any benefits or disadvantages to the Locality’s vehicles, equipment, or fuel storage tanks.

- c. The Successful Bidder shall blend any additives prior to delivery. Additives shall not be blended or dumped into the storage tank at the delivery site. If requested, the Successful Bidder shall describe their proposed methodology for blending additives.
- d. Safety Data Sheets and descriptive literature shall be provided with the bid for the diesel fuel offered. Failure on the part of the bidder to submit such data sheets may be cause for declaring the bid nonresponsive.
- e. The calculated cetane method will be used to determine cetane rating of fuel delivered. Please refer to ASTM D-613 latest edition for test method to ensure cetane rating of 40 is being delivered. Only clear, un-dyed ultra-low diesel with specifications for highway use shall be used.

3. Inspection:

- a. Localities ordering fuel reserve the right to periodically sample and analyze the delivered material. The supplier will allow samples to be taken prior to discharging of product into the Localities' tanks. Samples will be taken without prior notice. Inspection will be at the expense of the requesting Locality. It will be used to determine compliance of the product with the quality described in the specifications. When the test analysis shows that the fuel is in compliance with specifications, the authorized user will pay for the test. When the test analysis shows the fuel does not meet the requirements, the Locality shall pay for the test.
- b. Diesel fuel that does not meet the product quality requirements stated herein, as evidenced through product testing, and are judged by the Locality to be unacceptable may be rejected. In such cases, the Successful Bidder shall remove such fuel and replace it at no additional cost to the Locality. In addition, the Successful Bidder shall be liable for all charges, labor and/or materials, which includes but may be limited to tank cleaning, necessary to bring contaminated tanks back to their pre-contaminated condition.

4. Delivery:

- a. Transport Delivery – Large tank truck delivery of 7,500 gallons or more to locations whose tanks meet the minimum 7,500 gallon capacity
- b. Tank Wagon Delivery – There are various locations within each locality, which use standby generators. Delivery of less than 7,500 gallons by transport delivery will be charged at the tank wagon rate.
- c. The Successful Bidder shall provide delivery vehicles in good repair, operated by trained personnel for all deliveries.
- d. It shall be the responsibility of the Successful Bidder to maintain sufficient No. 2 ultra-low sulfur diesel needed for normal operations at all Locality locations, unless otherwise mandated by the federal or state government during the contract period and the extensions

- e. Orders will generally be placed by telephone or email. All orders placed under this contract shall be fulfilled within 48 hours, unless delayed delivery is requested.
- f. Deliveries will be made in "Gross Gallons". If net gallons are delivered or invoiced, the Successful Bidder will be considered in default of the contract.
- g. On transport deliveries to above-ground storage tanks (AGST) that cannot be gravity fed, the Successful Bidder may include a flat fee pump charge.
- h. In the Attachments D and E for each fuel site location, there will be a column titled "Delivery" that will indicate the type of tank (AGST or UGST), and the delivery type (automatic or on-call). Automatic means that the Successful Bidder will ensure that the storage tank is kept filled such that the tank does not run below 35% capacity based on customer usage at the fuel site. On-call means that the locality will place an order for fuel delivery that must be filled within 48 hours.
- i. The Successful Bidder, when entering any delivery site to make deliveries, will be liable for any damages to property at the site or injury to personnel caused by the negligence of its employees, agents, or subcontractors.
- j. The Successful Bidder shall be responsible for complying with all federal, state, and local environmental regulations relating to transporting, handling, storage, spillage and any other aspect of providing the services and fuel referred to herein.
- k. The Successful Bidder shall make fuel deliveries in a neat and business-like manner. The Successful Bidder is responsible for clean of spills incidental to deliveries at his/her expense and to the satisfaction of the Locality. In the event of a fuel spill, the Successful Bidder shall be responsible for thorough and prompt clean-up of all spillage per EPA specifications.
- l. The Successful Bidder shall guarantee proper delivery of diesel fuel to the Locality in the quantities set forth at the guaranteed price set forth and at times mutually agreed by with the Locality. If the Successful Bidder fails to comply with any of these requirements the Locality may obtain such fuel from other sources and the Successful Bidder shall be responsible to the Locality for any additional costs paid. Any additional cost will be verified by providing copies of invoices for other expenses.

5. Metering:

- a. Transport Delivery – Delivery tickets for transport drops shall be metered at the terminal. Copy of the ticket shall be attached to the invoice and forwarded to the Localities. Authorized Locality location personnel may check compartments before and after unloading. That amount of gallons will be the basis for billing.
- b. Tank Wagon Delivery – Delivery tickets for tank wagon deliveries shall be metered at the point of delivery.

- c. The Successful Bidder shall submit by August 1 of each contract period, a usage report to each Locality for the period July 1 through June 30. The usage report shall indicate total gallons per each location.

6. Pricing:

- a. The contract price per gallon shall be determined by the following formula:

$$\text{Base Price (Terminal/Rack Price) +/- Markup (Fixed Differential) = Price per Gallon}$$

- b. The base price will be based on the Thursday, 6:00 p.m. Richmond, Virginia terminal average rack price for #2 Ultra-low Sulfur Diesel Fuel as indicated in the weekly Oil Price Information Service (OPIS) publication. The average rack price listed will be the base price per gallon for any amounts of fuel delivered during the following week (Monday through Sunday). There shall be no additional costs or credits applied to the base price.
- c. The 'Markup' shall be the Successful Bidder's fixed fee differential per gallon for either transport or tank wagon deliveries as appropriate. The contract and correspond fixed differential may be renewed for four (4) additional one-year periods upon the sole discretion of the Localities. The fixed fee differential may not exceed 3% above the previous year's rate.
- d. This markup price shall include delivery to the tanks and locations herein, all overhead, profit, Federal LUST fees, Federal Oil Spillage Fee, Virginia Tank Storage Fee, and any other additional charges or credits that may apply. Bid prices shall be exclusive of all taxes.
- e. The Successful Bidder's differential quoted in this bid will be effective for the entire contract period. Thus, prices quoted for #2 Ultra-low Sulfur Diesel Fuel may fluctuate (up or down) during the term of the contract but must be based upon published prices from OPIS for Richmond, Virginia.
- f. The Successful Bidder is to use for posting prices, a terminal pipeline operator doing business in Virginia or refinery postings for Richmond, Virginia.
- g. The "Oil Price Information Service" is published weekly by the United Communications Group, 11300 Rockville Pike Suite 1100 Rockville, MD 20852-3030. The Successful Bidder's differential will remain firm for the contract period. Selling prices will be rounded to four decimal places.

7. Taxes and Reporting:

- a. Localities shall be exempt from payment of any federal, state, and excise taxes.

- b. Localities are subject to the Virginia Tank fee and the Federal Leaking Underground Storage Tank fee (LUST fee) as mandated by law. Localities shall pay these fees on a separate line item on the invoice for fuel payment. The Successful Bidder shall provide documentation to each locality substantiating any fee increase or decrease and adjustments shall be made accordingly on invoices for payment. Please indicate the UGST and the LUGST fee on the bid form.
 - c. The Successful Bidder shall submit by August 1 of each contract period, a usage report to each Locality for the period July 1 through June 30. The usage report shall indicate total gallons per each location. Report shall also distinguish between number of gallons pumped into below ground storage tanks, and the number of gallons pumped into above ground storage tanks.
8. Labeling: Federal regulations require the labeling of all fuel dispensers to specify the type of fuel. The Successful Bidder shall be responsible for correctly labeling all fuel dispensers for fuel provided during this contract in compliance with EPA 40 CFR 80.570 requirements and all other applicable rules and regulations. Localities will inform Successful Bidder of any existing or new dispensers not labeled.
9. Invoicing and Payment:
- a. The Successful Bidder shall submit invoices in duplicate the bill to address identified in the purchase orders used to issue orders against this contract. Invoices must include, but not be limited to:
 - 1) Name and address of company
 - 2) Purchase order number
 - 3) Description of fuel
 - 4) Location of delivery
 - 5) Date of delivery
 - 6) Quantity delivered in gross gallons
 - 7) Posted unit price per gallon
 - 8) Total price
 - b. The Successful Bidder must provide a current copy of the documented base price with each invoice before payment will be made. Failure to submit this requested base price documentation may result in contract cancellation on the basis of nonperformance or default. To be considered current, documentation of the base price can be no more than fifteen (15) days old at the time of submission.

10. Contact Information:

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

Henrico County

Central Maintenance locations

See Attachment D

Alan Eddleton

(804) 727-8630

All other Henrico locations:

Eric Rosen

(804) 501-5639

Hanover County

All Hanover County locations:

See Attachment E

Identified per "Group"

Contract related issues:

Trena A. Ponton, CPPB

(804) 365-6283

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

11. References: Bidder shall provide a listing of at least 3 recent references for which you have provided this product or service. (See **Attachment B**)

II. **GENERAL TERMS AND CONDITIONS:**

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

A. Addenda:

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

A. Annual Appropriations: It is understood and agreed that this contract shall be subject to annual appropriations by the Board of County Supervisors (the "Board"). Should the Board fail to appropriate funds for this contract, the contract shall be terminated when existing funding is exhausted. The Successful Bidder ("Successful Bidder") shall not be entitled to seek redress from the County of Henrico, Virginia (the "County") should the Board fail to make annual appropriations for this contract.

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

1. Any business entity that enters into a written contract with the County of Henrico (the "County") that is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law.

2. Any business entity described in paragraph C.1 above that enters into a contract with the County shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth of Virginia if so required by Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the contract.
3. Any business entity organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its bid or proposal the identification number issued to it by the State Corporation Commission. (Attachment A) Any business entity that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the Bidder or offeror is not required to be so authorized.
4. A Bidder described in subsection 3 that fails to provide the required information shall not receive an award unless a waiver is granted by the Director of Finance, his/her designee, or the County Manager.
5. Any falsification or misrepresentation contained in the statement submitted by the Bidder pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.
6. The County may, in its sole discretion, void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section, entitled "Authorization to Transaction Business in the Commonwealth."

C. Award of Contract:

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

4. It is the intent of the Purchasing Director to award a contract to the lowest responsive and responsible Bidder provided the bid does not exceed the funds available for the contract. **Contracts will be awarded either by Lot 1, which is a Joint Purchase of all Localities, or by the respective Locality's Lot, whichever is in the best interest of the localities.** (See the Bid Form).
 5. Notice of award or intent to award is posted on the Purchasing Division website: <http://henrico.us/finance/divisions/purchasing>
 6. The Bidder to whom the contract is awarded shall, within fifteen (15) days after prescribed documents are presented for signature, execute and deliver to the Purchasing Division the contract forms and any other forms required by the bid.
- D. Bid Security: Bidder is not required to furnish a bid security with this bid.
- E. Bidder's Representation:
1. By submitting a bid in response to this Invitation for Bid, the Bidder certifies that it has read and understands the bid documents, specifications, and drawings, if any, and has familiarized itself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the work.
 2. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site(s), shall in no way relieve any Bidder from any obligations with respect to its bid or to the contract.
- F. Bonds: The Successful Bidder is not required to furnish a Performance Bond and a Payment Bond for this contract.
- G. Collusion: By submitting a bid in response to this Invitation for Bid, the Bidder represents that in the preparation and submission of this bid, said Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person, Bidder or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1) or Va. Code §§ 59.1-9.1 through 59.1-9.17 or §§ 59.1-68.6 through 59.1-68.8.
- H. Compensation:
1. The County shall not pay for any goods or services until the same have been actually received.
 2. Successful Bidder shall provide the Purchasing Division their social security number upon request. Proprietorships, partnerships and corporations shall provide their federal employer identification numbers upon request (Va. Code § 2.2-4354.2).

3. The Successful Bidder shall submit a complete itemized invoice on each item or service, which is delivered under the contract. The Successful Bidder shall indicate the purchase order number on the front of each invoice and on the outside of each package or shipping container.
 4. Cash discounts shall be deducted in accordance with the terms of the bid.
 5. Payment shall be rendered to the Successful Bidder for satisfactory performance compliance with the general terms, conditions and specifications of this bid. The required payment date shall be either: (i) the date on which payment is due under the terms of the contract for the provision of such goods or services; or (ii) if such date is not established by contract, not more than forty-five days after goods or services are received or not more than forty-five (45) days after the Successful Bidder renders an invoice to the County, whichever is later (Va. Code § 2.2-4352).
 6. Unless otherwise provided under the terms of the contract for the provisions of goods and services, if the County fails to pay by the payment date, the County agrees to pay the financial charge assessed by the Successful Bidder, which does not exceed one percent per month (Code of Virginia, Section 2.2-4354.4).
- I. Contract Period:
1. The initial contract period shall be from November 1, 2017 through October 31, 2018. Contract prices shall remain firm for the contract period.
 2. The contract may be renewed for 4 additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices.
 3. The Successful Bidder should submit any proposed price changes and a report on the annual volume of business resulting from this contract to the Purchasing Division at least ninety (90) days prior to the contract renewal date. If accepted by the Purchasing Division, the prices shall remain firm for each renewal year.
 4. The contract shall not exceed a maximum of five (5) years.
- J. Controlling Law; Venue: This contract is made, entered into, and shall be performed in the County of Henrico, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from this Invitation for Bid, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

K. County License Requirement:

1. If a business is located in the County, it shall be unlawful to conduct or engage in that business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your bid. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.
2. If you are a contractor or speculative builder and (i) your principal or branch office is in the County or (ii) you do more than \$25,000 of business in the County, you are required to have a business license from the County. If you meet either of the above requirements, include a copy of your current license with your bid. The terms "contractor" and speculative builder" are defined in the County Code, §§ 20-558 and 20-560. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

L. Default:

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

M. 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.

N. Employment Discrimination by Successful Bidder Prohibited:

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

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

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

- Q. General:
1. Sealed bids in accordance with the conditions, specifications, and instructions below and on the attached sheets or drawings hereto, if any, will be received in person or via special courier service in the Purchasing Division, Department of Finance, 8600 Staples Mill Road, Henrico, Virginia 23228-2360 or through the regular mail by the U.S. Postal Service, P.O. Box 90775, Henrico, Virginia 23273-0775 until, but no later than the time and date specified in the Invitation for Bid.
 2. In the solicitation or awarding of contracts, the County of Henrico shall not discriminate because of the race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment.
 3. The County of Henrico utilizes the Commonwealth of Virginia eVA Supplier Web Site for selection of Bidders. If your company is not registered, a supplier application is available on the eVA web site, <http://www.eva.state.va.us>
- R. Indemnification: The Successful Bidder agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico Public County Schools), the County's officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Bidder, provided that such liability is not attributable to the County's sole negligence.
- S. Insurance: The Successful Bidder shall maintain insurance to protect itself and the County of Henrico from claims for damages for personal injury, including death, and for damages to property, which may arise from operations under this contract. Such insurance shall conform to the enclosed County Insurance Specifications. (See Attachment D)
- T. Modification of Bids:
1. A bid may be modified or withdrawn by the Bidder anytime prior to the time and date set for the receipt of bids. The Bidder shall notify the Purchasing Division in writing of its intentions.
 2. Modified and withdrawn bids may be resubmitted to the Purchasing Division up to the time and date set for the receipt of bids.
 3. No bid can be withdrawn after the time set for the receipt of bids and for ninety (90) days thereafter except as provided under the Withdrawal of Bid due to Error section.
- U. Negotiation with the Lowest Bidder:
1. If all bids received exceed the available funds for the proposed purchase, the County, pursuant to County Code provisions, may meet with the lowest responsive and responsible Bidder to discuss a reduction in the scope for the proposed purchase and negotiate a contract price within the available funds (County Code 16-48).

2. After bid negotiations, the lowest responsible Bidder shall submit an addendum to its bid, which addendum shall include the change in scope for the proposed purchase, the reduction in price and the new contract value.
 3. If the proposed addendum is acceptable to the County, the County may award a contract within funds available to the lowest responsible Bidder based upon the amended bid.
 4. If the County and the lowest responsible Bidder cannot negotiate a contract within available funds, all bids shall be rejected.
- V. No Discrimination against Faith-Based Organizations: Henrico County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.
- W. Opening of Bids:
1. All bids received on time in the Purchasing Division shall be opened and publicly read aloud.
 2. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract (Va. Code § 2.2-4342C).
 3. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records (Va. Code § 2.2-4342E).
- X. Product Evaluation/Testing:
1. The Purchasing Division shall have the option to evaluate and/or test any item offered in this Invitation for Bid prior to award of the contract. If the Purchasing Division elects to evaluate and/or test an item, the Bidder shall provide all samples required for evaluation and/or testing at no charge within **7 (seven) calendar days** of the request by the Purchasing Division. Samples shall be sent to:

County of Henrico
Attention: Eric Rosen
Purchasing Division
8600 Staples Mill Road
Henrico, VA 23228
 2. Upon the completion of the evaluation and/or testing by the Purchasing Division, the Bidder shall be responsible for the pick-up/return freight of the samples. If return arrangements are not confirmed within seven (7) calendar days after notification from the Purchasing Division that samples are available for return, the Purchasing Division reserves the right to dispose of said samples.

Y. Record Retention/County Audits:

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

Z. Safety:

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

AA. Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses and Employment Service Organizations:

It is the policy of the County of Henrico to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA the County's internet site at <http://henrico.us/finance/divisions/purchasing> and may be viewed under the Bids and Proposals link. Construction related solicitations are located on eVA and County internet sites and on eBid at www.ebidexchange.com/henrico.

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

CC. Submission of Bids:

1. All Bidders shall use the enclosed Bid Form in submitting their bid prices. The Purchasing Division shall not accept oral bids or bids received by telephone, telecopier (FAX machine) or other electronic means.
2. All prices must be F.O.B. delivered to the point as indicated in this bid. The County will grant no allowance for boxing, crating, or delivery unless specifically provided for in this bid.
3. The Bid Form must be completed in blue or black ink. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
4. All erasures, insertions, additions, and other changes made by the Bidder to the Bid Form shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in the bid, may be rejected by the Purchasing Division as being incomplete or nonresponsive.

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

DD. Successful Bidder's Obligation to Pay Subcontractors:

1. The Successful Bidder awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to the Successful Bidder by the County for work performed by the Successful Bidder's subcontractor(s) under the contract (Va. Code § 2.2-4354):
2. 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
3. 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.
4. The Successful Bidder shall pay interest to the subcontractor(s) on all amounts owed by the Successful Bidder that remain unpaid after seven (7) days following receipt by the Successful Bidder of payment from the County for work performed by the subcontractor(s) under the contract, except for amounts withheld as allowed in subparagraph 1.(b) of this section. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

5. 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).
6. The Successful Bidder's obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section may not be construed to be an obligation of the County. A contract modification may not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

EE. Successful Bidder's Performance:

1. Goods and services must be delivered and rendered strictly in accordance with this bid and shall not deviate in any way from the terms, conditions, prices, quality, quantity, delivery instructions, and specifications of this bid.
2. All goods and/or services delivered and/or rendered shall comply with all applicable federal, state, and local laws, and shall not infringe any valid patent or trademark. The Successful Bidder shall indemnify, keep, save, and hold the County, its officers and employees, harmless from any liability for infringement and from any and all claims or allegations of infringement by the Bidder or the County, its officers and employees, arising from, growing out of, or in any way involved with the goods delivered or services rendered pursuant to this purchase.
3. In the event that suit is brought against the County (including Henrico County Public Schools), its officers and/or its employees, either independently or jointly with the Successful Bidder, the Successful Bidder shall defend the County, its officers and employees, in any such suit at no cost to the County and the County's officers and employees. In the event that final judgment is obtained against the County, its officers, and/or its employees, either independently or jointly with the Successful Bidder, then the Successful Bidder shall pay such judgment, including costs and attorneys fees, if any, and hold the County, its officers and employees, harmless therefrom.
4. The Successful Bidder shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
5. The Successful Bidder shall not, in its product literature or advertising, refer to this purchase or the use of the Bidder's goods or services by the County of Henrico, Virginia.
6. The Successful Bidder shall cooperate with County officials in performing the specified work so that interference with the County's activities will be held to a minimum.

7. The Successful Bidder shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this purchase order.

FF. Taxes:

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

GG. Termination of the Contract:

1. If the Successful Bidder should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Successful Bidder's insolvency, or if the Successful Bidder should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to deliver the goods or services within the time specified, or if the Successful Bidder otherwise defaults, then the County may without prejudice to any other right or remedy, and after giving the Successful Bidder seven (7) calendar days written notice, terminate the employment of the Successful Bidder and procure such goods or services from other sources. In such event, the Successful Bidder shall be liable to the County for any additional cost occasioned by such failure or other default.
2. In such cases, the Successful Bidder shall not be entitled to receive any further payment. If the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Successful Bidder shall pay the difference to the County.
3. Notwithstanding anything to the contrary contained in the contract between the County and the Successful Bidder, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving 30 days written notice to the Successful Bidder.

- HH. Trade Secrets/Proprietary Information: Trade secrets or proprietary information submitted by a Bidder in response to this Invitation for Bid shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code§ 2.2-4342F).
- II. Use of Brand Names/Product Information:
1. Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted (Va. Code § 2.2-4315).
 2. If bidding other than specified, the Bidder will clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the Bid Form to enable the Purchasing Division to determine whether the product offered meets the requirements of the solicitation. Safety Data Sheets and descriptive literature will be provided with the Bid Form for each chemical and/or compound offered. Failure to do so may cause the bid to be considered nonresponsive and rejected.
 3. It shall be understood that the burden of proof for an “equal” product shall be and remain the sole responsibility of the Bidder. The County’s decision of approval or disapproval of a proposed alternate shall be final. Nothing herein is intended to exclude any responsible Bidder, its product or service or in any way restrain or restrict competition.
- JJ. Withdrawal of Bid Due to Error (Other than Construction):
1. A Bidder may withdraw its bid from consideration if the price bid was substantially lower than the next low responsive bid due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.
 2. The Bidder shall give written notice of their claim to withdraw their bid to the Purchasing Division within two business days after the conclusion of the bid opening procedure. (Va. Code § 2.2-4330). Such mistake shall be proved only from the original work papers, documents and materials delivered to the Purchasing Division with the Bidder’s written request to withdraw its bid.

3. The Purchasing Division will inspect the written evidence submitted by the Bidder with the request and if the Purchasing Division can verify to its satisfaction and sole discretion that the mistake was a non-judgmental mistake, the Bidder will be allowed to withdraw the bid.
4. No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%). (Va. Code § 2.2-4330C).
5. No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit directly or indirectly from the performance of the project for which the withdrawn bid was submitted.
6. If a bid is withdrawn under authority of this section, the next lowest responsive and responsible Bidder shall be deemed to be the low Bidder.
7. If the Purchasing Division denies the withdrawal of a bid under the provisions of this section, it shall notify the Bidder in writing stating the reasons for its decision and award the contract to such Bidder at the bid price, provided such Bidder is a responsible and responsive Bidder.

BID FORM

County of Henrico
Department of Finance
Purchasing Division
8600 Staples Mill Road
P. O. Box 90775
Henrico, Virginia 23273-0775

I/We hereby propose to furnish and provide #2 Ultra Low Sulfur Diesel (distillate), to the County of Henrico and Hanover County including the Hanover County School Board, as needed and requested in accordance with the enclosed general terms, conditions and specifications contained in **IFB # 17-1518-9EAR**. The Bid Form must be completed in blue or black ink. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. My/Our prices are as follows:

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

Nothing herein shall bind the County of Henrico and Hanover County including the Hanover County School Board ("Localities"), to purchase any specified quantity.

Enclose one (1) original plus one (1) copy of the Bid Form

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

Prices will fluctuate based on changes to the 6:00p.m. average rack price per gallon in Richmond, VA as indicated on the Thursday OPIS report.

Differential shall be four (4) decimal places.

USE THE FOLLOWING FORMULA TO COMPLETE THE FOLLOWING:

Posted Price per Gallon: The posted Rack Average price per gallon on the bid form will be based on the September 28, 2017 OPIS price of \$1.9428 for #2 Ultra Low Sulfur Diesel.

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

LOT 1 - JOINT PRICE FOR COUNTY OF HENRICO and HANOVER COUNTY

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

| | A | B | C | D = (B+C) | E | F (D x E = F) |
|--------|------------|-------------------------|-------------------------------------|------------------------------------|------------------------|---------------|
| Item # | Delivery | Posted Price Per Gallon | Differential Per Gallon (4 decimal) | Net Delivered Price Per Gallon | Estimated Annual Usage | Total |
| 1 | Transport | \$1.9428 | \$ | \$ | 1,100,000 | \$ |
| 2 | Tank Wagon | \$1.9428 | \$ | \$ | 1,020,000 | \$ |
| | | | | LOT 1 Bid Price Items (1+2) | | \$ |

LOT 2 - COUNTY OF HENRICO ONLY

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

| | A | B | C | D = (B+C) | E | F (D x E = F) |
|--------|------------|-------------------------|-------------------------------------|------------------------------------|------------------------|---------------|
| Item # | Delivery | Posted Price Per Gallon | Differential Per Gallon (4 decimal) | Net Delivered Price Per Gallon | Estimated Annual Usage | Total |
| 1 | Transport | \$1.9428 | \$ | \$ | 1,100,000 | \$ |
| 2 | Tank Wagon | \$1.9428 | \$ | \$ | 950,000 | \$ |
| | | | | LOT 2 Bid Price Items (1+2) | | \$ |

LOT 3 - HANOVER COUNTY ONLY

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

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

| Item # | A Delivery | B Posted Price Per Gallon | C Differential Per Gallon (4 decimal) | D = (B+C) Net Delivered Price Per Gallon | E Estimated Annual Usage | F (D x E = F) Total |
|--------|---------------|---------------------------------|--|---|--------------------------------|------------------------|
| 1 | Transport | \$1.9428 | \$ | \$ | 0 | \$ |
| 2 | Tank Wagon | \$1.9428 | \$ | \$ | 70,000 | \$ |
| | | | | LOT 3 Bid Price Items (1+2) | | \$ |

*Currently Hanover County does not have any locations accepting transport deliveries. However, Bidder shall furnish Posted Price Per gallon, Firm Differential, and Net Delivered Price Per Gallon. The total for transport deliveries will equal 0. The differential provided for transport deliveries may be used for future sites that may require transport deliveries.

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

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

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

Additional Information Required – Bidders shall complete the following information. Failure to do so may result in your bid being declared non-responsive.

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

Normal Orders: _____ hours

Emergency Orders: _____ hours

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

Advance Notice of Cancellation _____ hours preferred.

3. Please indicate your hours of delivery

Normal Delivery Hours _____

Emergency Delivery Hours _____

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

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

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

Name: _____

Title: _____

Telephone: _____

E-mail: _____

BID FORM

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.

My/Our payment terms are:_____. If Bidder offers a cash discount for prompt payment, it will only be considered in determining the lowest responsible Bidder if the Bidder allows at least twenty (20) days for the prompt payment after the goods or services are received or after the invoice is rendered, whichever is later.

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

Indicate whether your business ____ is or ____ is not located in the County, if it is, please include a copy of your County business license with your bid.

I/We acknowledge the receipt of:

Addendum No. _____ Dated _____.

Addendum No. _____ Dated _____.

Addendum No. _____ Dated _____.

BID SIGNATURE SHEET

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

My signature also certifies that by submitting a proposal 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: |
| |
| |
| |
| eVA VENDOR REGISTRATION #: |
| SIGNATURE: |
| NAME OF PERSON SIGNING (print): |
| TITLE: |
| TELEPHONE: |
| FAX: |
| E-MAIL ADDRESS: |
| DATE: |

Company Legal Name: _____

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

(Check all that apply.)

- SMALL BUSINESS
- WOMEN-OWNED BUSINESS
- MINORITY-OWNED BUSINESS
- SERVICE DISABLED VETERAN
- EMPLOYMENT SERVICES ORGANIZATION
- NON-SWAM (Not Small, Women-owned or Minority-owned)

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

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

_____ NUMBER _____ DATE

DEFINITIONS

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

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

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

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

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

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

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

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

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services

ATTACHMENT A

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The Bidder:

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

_____ **-OR-**

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

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

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

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

ATTACHMENT B

BIDDER'S REFERENCE SHEET

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

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

2. Reference:

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

1. Date: _____

Client: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email: _____

2. Date: _____

Client: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email: _____

3. Date: _____

Client: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email: _____

ATTACHMENT C

INSURANCE SPECIFICATIONS
COUNTY OF HENRICO

The following insurance coverage and limits are required in order to provide services or materials to Henrico County general government agencies and the public schools. These limits may be adjusted depending on the type of service or materials being provided and the exposure to risk. If you or your insurance agent has questions regarding these requirements, please do not hesitate to contact the Risk Manager at 501-5661.

The Successful Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Offeror, and shall deliver a Certificate of Insurance from carriers acceptable to the owner specifying such limits. **Individual Certificates shall be provided, and show each respective County named as 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: Contractual Liability covers the following indemnity agreement: "The Successful Offeror agrees to indemnify, defend and hold harmless the County of Henrico including Henrico Public County Schools, Hanover County including the Hanover County School Board, their 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."

NOTE 2: The classification code numbers appearing on the Commercial General Liability coverage parts shall not exclude the symbols "X-C-U".

NOTE 3: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with the Excess/Umbrella Liability, must total \$1,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the Counties Henrico, including Henrico County Public Schools, and Hanover, including the Hanover County School Board. The policy shall be endorsed to be primary with respect to the additional insured.

NOTE 4: The certificate holder on the Accord form shall be:

County of Henrico, Virginia
Department of Risk Management
P. O. Box 90775
Henrico, VA 23273-0775

County of Hanover, Virginia
Department of Finance and Management Svcs.
Purchasing Division
P. O. Box 470
Hanover, VA 23069-0470

ATTACHMENT D

HENRICO COUNTY LOCATIONS
 DELIVERY SITES AND ESTIMATED ANNUAL USAGE
 Billing information is at the end of attachment D

| A) Central Automotive Maintenance Locations | | | | |
|--|--|----------------------------|----------------------------|--|
| Site # | Location | Est. Annual Gallons | Tank Capacity (Gal) | Delivery |
| 1. | Central Automotive Maintenance 10301 Woodman Road Glen Allen, VA 23060 | 875,000 | 20,000 | UGST Transport Overfill Protection On Call |
| 2. | Central Automotive Maintenance 440 Dabbs House Road Henrico, VA 23233 | 432,000 | 10,000 | UGST Transport Overfill Protection Automatic |
| 3. | Varina High School 7053 Messer Road Richmond, VA 23231-5500 | 176,000 | 10,000 | UGST Transport Overfill Protection On Call |
| 4. | Quioccasin Middle School 9400 Quioccasin Road Henrico, VA 23238 | 165,000 | 10,000 | UGST Transport Overfill Protection On Call |
| 5. | Fire Station No. 13 12491 Church Road Henrico, VA 23233-2200 | 24,000 | 1,000 | UGST Tank Wagon Overfill Protection Automatic |
| 6. | Water Reclamation Facility 9101 WRVA Road Henrico VA, 23231-8523 | 11,000 | 4,000 | UGST Tank Wagon Overfill Protection Automatic |
| B) Henrico Sheriff's Department Locations | | | | |
| Site # | Location | Est. Annual Gallons | Tank Capacity (Gal) | Delivery |
| 7. | Jail West 4301 E. Parham Road Henrico, VA 23222 | 2,500 | 4,000 | AGST Tank Wagon Overfill Protection On Call |
| 8. | Jail East 17320 New Kent Highway Barhamsville, VA 23011 | 149,000 | 10,000 | AGST Transport Overfill Protection On Call |
| C) James River Juvenile Detention Center | | | | |
| Site # | Location | Est. Annual Gallons | Tank Capacity (Gal) | Delivery |
| 9. | James River Juvenile Detention Center 3650 Beaumont Road Powhatan, VA 23139 | 3,700 | 8,000 | AGST Tank Wagon On Call |

| D) Henrico Recreation and Parks | | | | |
|--|---|----------------------------|----------------------------|--|
| Site # | Location | Est. Annual Gallons | Tank Capacity (Gal) | Delivery |
| 10. | Varina Recreation Center 8081 Recreation Road Richmond, VA 23231-7033 | 800 | 550 | UGST Tank Wagon Overfill Protection Automatic |
| 11. | Recreation & Parks Maintenance 10305 Woodman Road Glen Allen, VA 23060-4421 | 3,600 | 2,000 | UGST Tank Wagon Overfill Protection |
| 12. | Sandston Recreation 11 J.B. Findley Street Sandston, VA 23150 | 1,300 | 550 | AGST Tank Wagon Automatic |
| 13. | Virginia Randolph Recreation 2206 Mountain Road Glen Allen, VA | No Consumption | 275 | AGST Tank Wagon Automatic |
| 14. | Belmont Golf Course 1600 Hilliard Road Richmond, VA 23228 | 4,000 | 1,000 | AGST Tank Wagon Overfill Protection Automatic |
| 15. | Dotson House 3501 New Market Road Richmond, VA 23231 | No Consumption | 275 | AGST Tank Wagon Automatic |
| 16. | Deep Run Recreation Center 9910 Ridgefield Parkway Richmond, VA 23233 | 500 | 1,000 | AGST Tank Wagon Overfill Protection On Call |
| 17. | Three Lakes Nature Center 400 Sausiluta Drive Richmond, VA 23227 | 500 | 500 | AGST Tank Wagon Overfill Protection On Call |
| E) Henrico Building and Grounds Locations | | | | |
| Site # | Location | Est. Annual Gallons | Tank Capacity (Gal) | Delivery |
| 18. | Henrico County Courthouse 4301 E. Parham Road Richmond, VA 23228 | 200 | 4,000 | UGST Tank Wagon Overfill Protection Automatic |
| 19. | Public Safety Building 7721 E. Parham Road Richmond, VA 23228 | No Consumption | 4,000 | UGST Tank Wagon Overfill Protection Automatic |
| 20. | Training Facility 7701 E. Parham Road Richmond, VA 23228 | No Consumption | 4,000 | UGST Tank Wagon Overfill Protection Automatic |
| 21. | Administration Building 4301 E. Parham Road Richmond, VA 23228 | 5,500 | 4,000 | UGST Tank Wagon Overfill Protection Automatic |

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| | | | | |
|-----|---|----------------|-------|--|
| 22. | Administration Annex 4301 E. Parham Road Richmond, VA 23228 | No Consumption | 4,000 | UGST Tank Wagon Overfill Protection Automatic |
| 23. | Juvenile Detention 4201 E. Parham Road Richmond, VA 23228 | 450 | 500 | AGST Tank Wagon Automatic |
| 24. | Juvenile Courts 4201 E. Parham Road Richmond, VA 23228 | No Consumption | 250 | AGST Tank Wagon Automatic |
| 25. | Telephone Room 10303 Woodman Road Glen Allen, VA 23060 | No Consumption | 150 | AGST Tank Wagon Automatic |
| 26. | Dabbs House 3812 Nine Mile Road Henrico VA, 23233 | 1,400 | 2,000 | AGST Tank Wagon Automatic |

F) Henrico Public Utilities – Solid Waste

| Site # | Location | Est. Annual Gallons | Tank Capacity (Gal) | Delivery |
|--------|--|---------------------|---------------------|---------------------------------|
| 27. | Charles City Road Landfill 2075 Charles City Road Richmond, VA 23030 | 2,800 | 250 | AGST Tank Wagon Automatic |
| 28. | Springfield Landfill Nuckol Road Glen Allen, VA 23059 | 40,000 | 500 | AGST Tank Wagon Automatic |

G) Henrico Public Utilities – Water and Sewer Pumping

| Site # | Location | Est. Annual Gallons | Tank Capacity (Gal) | Delivery |
|--------|--|---------------------|---------------------|--|
| 29. | Almond Creek 5700 Old Osborne Turnpike Richmond, VA 23231 | 1,000 | 1,000 | UGST Tank Wagon Overfill Protection On Call |
| 30. | Allens Branch 10620 Fords Country Lane Glen Allen, VA 23059 | 4,000 | 4,000 | AGST Tank Wagon Overfill Protection On Call |
| 31. | Holladay Branch 10500 Friars Walk Terrace Richmond, VA 23059 | 1,000 | 1,0000 | UGST Tank Wagon Overfill Protection On Call |
| 32. | Bradley Acres 202A Woodview Drive Richmond, VA 23229 | 2,000 | 2,000 | AGST Tank Wagon Overfill Protection On Call |
| 33. | Broadwater 1 1601 Graves Road Sandston, VA 23150 | 2,000 | 2,000 | UGST Tank Wagon Overfill Protection On Call |
| 34. | Chickahominy 4401 Mechanicsville Turnpike Richmond, VA 23223 | 1,000 | 1,000 | UGST Overfill Protection Tank Wagon On Call |

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| | | | | |
|-----|--|-------|-------|--|
| 35. | Gillies Creek 2501 Jennie Scher Road Richmond, VA 23231 | 4,000 | 4,000 | UGST Overfill Protection Tank Wagon On Call |
| 36. | Meredith Branch 5028 Fairlake Lane Richmond, VA 23294 | 1,000 | 1,000 | UGST Overfill Protection Tank Wagon On Call |
| 37. | Mountain Road 10401 Mountain Road Glen Allen, VA 23059 | 1,000 | 1,000 | UGST Overfill Protection Tank Wagon On Call |
| 38. | New Market 7580 Laurel Hill Lane Richmond, VA 23231 | 1,000 | 1,000 | UGST Overfill Protection Tank Wagon On Call |
| 39. | River Road 10020 River Road Richmond, VA 23233 | 4,000 | 4,000 | AGST Overfill Protection Tank Wagon On Call |
| 40. | Robin Avenue 100 Robin Avenue Richmond, VA 23233 | 2,000 | 2,000 | UGST Overfill Protection Tank Wagon On Call |
| 41. | Rooty Branch 5600 Cox Road Glen Allen, VA 23060 | 1,000 | 1,000 | UGST Overfill Protection Tank Wagon On Call |
| 42. | Shady Grove 5237 Shady Grove Road Glen Allen, VA 23059 | 2,000 | 2,000 | AGST Overfill Protection Tank Wagon On Call |
| 43. | Virginia Center 10201 Virginia Center Parkway Glen Allen, VA 23059 | 1,000 | 1,000 | UGST Overfill Protection Tank Wagon On Call |
| 44. | White Oak 5645 Beluah Road Sandston, VA 23150 | 1,000 | 1,000 | UGST Overfill Protection Tank Wagon On Call |
| 45. | Strawberry Hills 4700 Vawter St. Richmond, VA 23222 | 1,000 | 1,000 | UGST Overfill Protection Tank Wagon On Call |
| 46. | Peyton Street 3003 Peyton Street Richmond, VA 23228 | 250 | 250 | Belly Tank Tank Wagon Overfill Protection On Call |
| 47. | Elko Sewer Pumping Station 4570 Portugee Road Sandston, VA 23150 | 4,000 | 4,000 | AGST Tank Wagon Overfill Protection |

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| 48. | Elko Water Pumping Station 3801 Portugee Road Sandston, VA 23150 | 2,000 | 2,000 | AGST Tank Wagon Overfill Protection |
|--|---|----------------------------|----------------------------|--|
| 49. | Ridge Tank 6911 Henrico Avenue Richmond, VA 23229 | 1,000 | 1,000 | AGST Tank Wagon Overfill Protection |
| 50. | Cox Tank 3451 Cox Road Richmond, VA 23233 | 75 | 75 | Belly Tank Tank Wagon Overfill Protection |
| 51. | Eubank Tank 5101 Eubank Road Richmond, VA 23231 | 75 | 75 | Belly Tank Tank Wagon Overfill Protection |
| 52. | Lawrence Tank 3420 N. Parham Road Richmond, VA 2394 | 1,000 | 1,000 | AGST Tank Wagon Overfill Protection |
| 53. | ACCA Westwood Avenue Richmond, VA 23230 | 75 | 75 | Belly Tank Tank Wagon Overfill Protection |
| 54. | Three Chopt Water Pumping Station 1103 Horsepen Road Richmond, VA 23229 | 2,000 | 2,000 | AGST Tank Wagon Overfill Protection |
| 55. | Mayfield 2133 Park Lane Richmond, VA 23230 | 250 | 250 | AGST Tank Wagon Overfill Protection |
| 56. | Willow Lawn 5207 Markell Road Richmond, VA 23230 | 250 | 250 | AGST Tank Wagon Overfill Protection |
| 57. | Len Avenue 2703 E. Laburnum Avenue Richmond, VA 23222 | 1,500 | 1,500 | AGST Tank Wagon Overfill Protection |
| 58. | Operations Center 1401 Woodman Road Glen Allen, VA 23060 | 2,000 | 2,000 | AGST Tank Wagon Overfill Protection |
| 59. | Four Mile Creek 3517 New Market Road Richmond, VA 23231 | 2,000 | 2,000 | AGST Tank Wagon Overfill Protection |
| 60. | Poplar Springs Portugee Road Sandston, VA 23150 | 2,000 | 2,000 | AGST Tank Wagon Overfill Protection |
| G) Henrico Public Utilities – Water and Sewer Pumping | | | | |
| Site # | Location | Est. Annual Gallons | Tank Capacity (Gal) | Delivery |
| 61. | Water Reclamation Facility 9101 WRVA Road Richmond, VA 23231 | 107,000 | 5,000 | AGST Tank Wagon Overfill Protection On Call |
| 62. | Water Reclamation Facility 9101 WRVA Road Richmond, VA 23231 | 107,000 | 20,000 | AGST Transport Overfill Protection On Call |

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| 63. | Water Reclamation Facility 9101 WRVA Road Richmond, VA 23231 | 107,000 | 15,000 | UGST Transport Overfill Protection On Call |
|---|---|-----------------------|---------------------|--|
| I) Henrico Division of Fire | | | | |
| Site # | Location | Est. Annual Gallons | Tank Capacity (Gal) | Delivery |
| 64. | Fire Station #11 1754 Hungary Road Richmond, VA 23228 | 1,500 | 1,000 | UGST Tank Wagon Automatic |
| 65. | Fire Station #15 3820 Mountain Road Glen Allen, VA 23060 | 1,200 | 1,000 | UGST Tank Wagon Automatic |
| 66. | Fire Station #16 5381 Shady Grove Road Glen Allen, VA 23060 | 1,300 | 1,000 | UGST Tank Wagon Automatic |
| J) Henrico Mental Health and Development | | | | |
| Site # | Location | Est. Annual Gallons | Tank Capacity (Gal) | Delivery |
| 67. | Residence 319 Treva Road Richmond, VA 23150 | 1,200 | 275 | AGST Tank Wagon On Call |
| 68. | Residence 4810 Allenshaw Drive Richmond, VA 23231 | 1,200 | 275 | AGST Tank Wagon On Call |
| K) Henrico County Schools | | | | |
| Site # | Location | Est. Annual Gallons | Tank Capacity (Gal) | Delivery |
| 69. | Hermitage High School 8301 Hungary Spring Road Richmond, VA 23228 | No Consumption | 275 | AGST Tank Wagon Overfill Protection Automatic |
| 70. | Tucker High School 2910 Parham Road Richmond, VA 23294 | No Consumption | 15,000 | UGST Transport Overfill Protection On Call |
| 71. | Godwin High School 2101 Pump Road Richmond, VA 2394 | 200 | 250 | AGST Tank Wagon Automatic |
| 72. | Henrico High School 302 Azalea Avenue Richmond, VA 23227 | No Consumption | 275 | AGST Tank Wagon Automatic |
| 73. | Seven Pines Elementary 301 Beulah Road Sandston, VA 23150 | 21,000 | 4,000 | UGST Transport Overfill Protection On Call |
| 74. | Highland High School 15 S. Oak Avenue Highland Springs, VA 23075 | 180 Out of Service | 275 4,000 | AGST/Tank Wagon UGST/Tank Wagon On Call |
| 75. | Rolfe Middle School 6901 Messer Road Richmond, VA 23231 | No Consumption | 275 | AGST Tank Wagon Overfill Protection Automatic |

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| 76. | Tuckahoe Middle School 9000 Three Chopt Road Richmond, VA 23229 | No Consumption | 250 | AGST Tank Wagon Automatic |
|---|---|---------------------|---------------------|--|
| 77. | Brookland Middle School 9200 Lydell Drive Richmond, VA 23228 | No Consumption | 275 | AGST Tank Wagon Automatic |
| 78. | Mt. Vernon Middle School 7850 Carousel Lane Richmond, VA 2394 | No Consumption | 275 Two Tanks | AGST Tank Wagon Automatic |
| 79. | Short Pump Middle School 4701 Pouncey Tract Road Glen Allen, VA 23059 | 200 | 275 | AGST Tank Wagon Automatic |
| 80. | Shady Grove Elementary 12200 Wyndham Lake Drive Glen Allen, VA 23059 | 25 | 275 | AGST Tank Wagon Automatic |
| 81. | Longdale Elementary 9500 Norfolk St. Glen Allen, VA 23060 | No Consumption | 275 | AGST Tank Wagon Automatic |
| 82. | Fair Oaks Elementary 201 Jennings Road Highland Springs, VA 23075 | No Consumption | 4,000 | UGST Transport Overfill Protection On Call |
| 83. | Glen Allen Elementary 11101 Mill Road Glen Allen, VA 23060 | No Consumption | 250 | UGST Tank Wagon Automatic |
| L) Henrico Public Utilities – Water Treatment Facility | | | | |
| Site # | Location | Est. Annual Gallons | Tank Capacity (Gal) | Delivery |
| 84. | Raw Water Pumping Station 1201 South Gaskins Road Richmond, VA 23233 | 8,000 | 13,000 | UGST Tank Wagon Overfill Protection On Call |
| 85. | Water Treatment Facility 10111 Three Chopt Road Richmond, VA 23233 | 7,000 | 12,000 | AGST Tank Wagon Overfill Protection On Call |

UGST UNDER GROUND STORAGE TANK

AGST ABOVE GROUND STORAGE TANK

"Automatic" means that the Successful Bidder will ensure that the storage tank is kept filled such that the tank does not run below 35% capacity based on customer usage at that fuel site.

"On call" means that the municipality will place an order for a fuel delivery that must be filled within 48 hours.

BILLING ADDRESSES FOR COUNTY OF HENRICO:

- A) Henrico County Central Automotive Maintenance
10301 Woodman Road
Glen Allen, VA 23060

- B) Henrico County Sheriff's Department
Attn: Dana Powell
PO Box 27032 Richmond, VA 23273-7032

- C) James River Juvenile Detention Center
3650 Beaumont Road
Powhatan, VA 23139

- D) Henrico County Recreation & Parks
PO Box 90775
Richmond, VA 23273-0775

- E) Henrico County Building and Grounds
PO Box 27032
Richmond, VA 23273-7032

- F) Henrico County Public Utilities – Solid Waste
PO Box 27032
Richmond, VA 23273-7032

- G) Henrico County Public Utilities
PO Box 27032
Richmond, VA 23273

- H) Henrico County Water Reclamation Facility
PO Box 27032
Richmond, VA 23273

- I) Henrico County Division of Fire
PO Box 27032
Richmond, VA 23273-7032

- J) Henrico County Mental Health and Developmental Services
PO Box 27032
Richmond, VA 23273

- K) Henrico County Public Schools Construction & Maintenance
PO Box 23120
Richmond, VA 23223

- L) Henrico County Water Treatment Facility
10111 Three Chopt Road
Richmond, VA 23233

**ATTACHMENT E
 COUNTY OF HANOVER AND HANOVER COUNTY SCHOOL BOARD
 DELIVERY SITES AND ESTIMATED ANNUAL USAGE
 # 2 LOW SULFUR DIESEL FUEL – Not for Highway Use**

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

GROUP 1: FACILITIES MANAGEMENT EMERGENCY GENERATOR LOCATIONS:

| SITE # | LOCATION | ESTIMATED ANNUAL USAGE IN GALLONS | TANK CAPACITY IN GALLONS | DELIVERY SCHEDULE |
|---------------|--|--|---------------------------------|--------------------------|
| 1 | Administration Building 7516 County Complex Road Hanover Courthouse Complex Hanover, VA 23069 | 200 | 250 | AGST AUTOMATIC |
| 2 | Animal Shelter 12471 Taylor Complex Lane Taylor Complex Ashland, VA 23005 | 275 | 275 | AGST AUTOMATIC |
| 3 | Vacant – Old Circuit Court Bldg. 7516 Library Drive Hanover, VA 23069 | TBD | TBD | AGST AUTOMATIC |
| 4 | Hanover Courts Building 7530 County Complex Road Hanover, VA. 23069 | 275 | 275 | AGST AUTOMATIC |
| 5 | Taylor Well (behind Hanover Cannery) Taylor Complex Lane, Ashland, VA 23005 | 200 | 250 | AGST AUTOMATIC |
| 6 | Vaughan/Bradley Law Enforcement Bldg. 7522 County Complex Road Hanover, VA 23069 | 700 | 500 | AGST AUTOMATIC |
| 7 | Wickham Bldg. (NEW) 7497 County Complex Road Hanover, VA 23069 | 250 | 75 | AGST AUTOMATIC |
| 8 | To be added sometime in 2018/2019 7507 Library Drive Hanover, VA 23069 | TBD | TBD | AGST AUTOMATIC |

GROUP 1: FACILITIES MANAGEMENT HEATING LOCATIONS:

| | | | | |
|---|--|------|------|-------------------|
| 1 | Animal Shelter 12471 Taylor Complex Lane Taylor Complex Ashland, VA 23005 | 8000 | 1000 | AGST AUTOMATIC |
|---|--|------|------|-------------------|

GROUP 1: FACILITIES MANAGEMENT HEATING LOCATIONS, continue:

| | | | | |
|---|---|-------|------|-------------------|
| 1 | Animal Shelter 12471 Taylor Complex Lane Taylor Complex Ashland, VA 23005 | 8000 | 1000 | AGST AUTOMATIC |
| 2 | County Cannery 12491 Taylor Complex Lane Taylor Complex Ashland, VA 23005 | 1000 | 550 | AGST AUTOMATIC |
| 3 | Finance - Old Clerks Office Bldg. 7496 County Complex Road Hanover Courthouse Complex Hanover, VA 23069 | 2500 | 2500 | AGST AUTOMATIC |
| 4 | Wickham Bldg. (OLD) 7497 County Complex Road Hanover Courthouse Complex Hanover, VA 23069 | 2300 | 2500 | AGST AUTOMATIC |
| 5 | Wickham Bldg. (NEW) 7497 County Complex Road Hanover Courthouse Complex Hanover, VA 23069 | 2500 | 2500 | AGST AUTOMATIC |
| 6 | Wickham Annex Bldg. 7515 County Complex Road Hanover Courthouse Complex Hanover, VA 23069 | 2500 | 550 | AGST AUTOMATIC |
| 7 | Vaughan/Bradley Law Enforcement Bldg. 7522 County Complex Road Hanover Courthouse Complex Hanover, VA 23069 | 11500 | 2500 | AGST AUTOMATIC |

GROUP 2: COMMUNICATIONS EMERGENCY GENERATOR LOCATIONS:

| | | | | |
|---|--|------|------|-----------------|
| 1 | Communications Bldg. 7501 Library Drive Hanover, VA 23069 | 1000 | 2000 | UGST ON CALL |
| 2 | Poor Farm Tower Site 12481 W. Patrick Henry Road Ashland, VA 23005 | 100 | 500 | AGST ON CALL |
| 3 | Montpelier Tower Site 15181 Clazemont Road Montpelier, VA 23192 | 100 | 500 | AGST ON CALL |
| 4 | Pole Green Tower Site 9027 Pole Green Park Lane Mechanicsville, VA 23116 | 100 | 500 | AGST ON CALL |
| 5 | Courthouse Tower Site 13476 Hanover Counthouse Road Hanover, VA 23069 | 75 | 250 | AGST ON CALL |

GROUP 2: COMMUNICATIONS EMERGENCY GENERATOR LOCATIONS, continue:

| | | | | |
|----|--|-----|------|-----------------|
| 6 | Elmont Tower Site 12005 Willow Farm Dr. Ashland, VA 23005 | 150 | 2000 | AGST ON CALL |
| 7 | Farrington Tower Site 14586 Mountain Road Ashland, VA 23005 | 100 | 1300 | AGST ON CALL |
| 8 | Rockville Tower Site 16405 MLC Lane Rockville, VA 23146 | 100 | 1300 | AGST ON CALL |
| 9 | Beaverdam Tower Site 19180 Halls Hideaway Lane Beaverdam, VA 23015 | 100 | 1300 | AGST ON CALL |
| 10 | Coatesville Tower Site 13006 Old Ridge Road Beaverdam, VA 23015 | 100 | 1300 | AGST ON CALL |
| 11 | Dowell Tower Site 10080 Kings Dominion Blvd Doswell, VA 23047 | 100 | 1300 | AGST ON CALL |
| 12 | Gum Tree Tower Site 15108 Washington Highway Ashland, VA 23005 | 100 | 1300 | AGST ON CALL |
| 13 | Georgetown Tower Site 11375 Georgetown Road Mechanicsville, VA 23116 | 100 | 1300 | AGST ON CALL |
| 14 | Old Church Tower Site 2343 Old Church Road Mechanicsville, VA 23111 | 100 | 1300 | AGST ON CALL |
| 15 | Ellyson's Garage Tower Site 5834 Cold Harbor Road Mechanicsville, VA 23111 | 100 | 1300 | AGST ON CALL |
| 16 | Sinclair Tower Site 8096 Shady Grove Road Mechanicsville, VA 23111 | 100 | 1300 | AGST ON CALL |
| 17 | Holly Hill Tower Site 11263 Cedar Lane Glen Allen, VA 23069 | 100 | 1300 | AGST ON CALL |

GROUP 3: FIRE EMS ADMINISTRATIONS EMERGENCY GENERATOR LOCATIONS:

| | | | | |
|---|--|-----|-----|-------------------|
| 1 | Beaverdam VFD (#2) 16150 Trainham Road Beaverdam, VA 23015 | 500 | 100 | AGST AUTOMATIC |
| 2 | Eastern Hanover VFD (#3) 4428 Mechanicsville Turnpike Mechanicsville, VA 23111 | 500 | 100 | AGST AUTOMATIC |

GROUP 3: FIRE EMS ADMINISTRATIONS EMERGENCY GENERATOR LOCATIONS,
continue:

| | | | | |
|----|---|-----|-----|-------------------|
| 3 | Doswell VFD (#4) 16243 Washington Highway Doswell, VA 23047 | 500 | 100 | AGST AUTOMATIC |
| 4 | Hanover Courthouse VFD (#5) 13326 Hanover Courthouse Rd Hanover, VA 23069 | 700 | 150 | AGST AUTOMATIC |
| 5 | Henry VFD (#6) 9634 Chamberlayne Road Mechanicsville, VA 23116 | 500 | 100 | AGST AUTOMATIC |
| 6 | Mechanicsville VFD (#7) 7161 Stonewall Parkway Mechanicsville, VA 23111 | 500 | 100 | AGST AUTOMATIC |
| 7 | Montpelier VFD (#8) 16861 Mountain Road Montpelier, VA 23192 | 500 | 100 | AGST AUTOMATIC |
| 8 | Rockville VFD (#9) 11445 Rockville Road Rockville, VA 23146 | 500 | 100 | AGST AUTOMATIC |
| 9 | Black Creek VFD (#12) 6397 McClellan Road Mechanicsville, VA 23111 | 500 | 944 | AGST AUTOMATIC |
| 10 | Ashcake VRS (#13) 8375 New Ashcake Road Mechanicsville, VA 23111 | 52 | 100 | AGST AUTOMATIC |
| 11 | Eastern Hanover VRS (#14) 8105 Walnut Grove Road Mechanicsville, VA 23111 | 975 | 500 | AGST AUTOMATIC |
| 12 | West Hanover VRS (#15) 17005 Beaverdam Road Beaverdam, VA 23015 | 500 | 250 | AGST AUTOMATIC |

GROUP 4 OPERATIONS & MAINTENANCE, PUBLIC UTILITIES, EMERGENCY GENERATOR LOCATIONS:

| | | | | |
|---|---|------|------|--------------------------------|
| 1 | Doswell Water Plant 10076 Kings Dominion Blvd. Doswell, VA 23047 | 4000 | 5000 | AGST OVERFLOW PROTECTION |
| 2 | Doswell Wastewater Plant 15468 Theme Park Way Doswell, VA 23047 | 800 | 1100 | AGST |
| 3 | Doswell Water Storage Tank 10415 Mount Hope Church Road Doswell, VA 23047 | 500 | 500 | AGST |

GROUP 4 OPERATIONS & MAINTENANCE, PUBLIC UTILITIES, EMERGENCY GENERATOR LOCATIONS, continued:

| | | | | |
|----|---|-----------------|-----------------|--|
| 4 | Ashland Wastewater Plant 106 West Vaughan Street Vaughan's Crossing Pump Station Ashland, VA 23005 | 2000 400 | 1000 500 | AGST OVERFLOW PROTECTION AGST |
| 5 | Beaverdam Pump Station 7043 Mill Valley Road Mechanicsville, VA 23111 | 1000 | 2000 | AGST |
| 6 | Air Park Pump Station 10096 Whitesel Road Hanover Industrial Airpark Ashland, VA 23005 | 200 | 400 | AGST |
| 7 | Sliding Hill Pump Station 10202 King Acres Road Hanover Industrial Airpark Ashland, VA 23005 | 125 | 250 | AGST |
| 8 | Chickahominy Middle School Pump Station #5 Honey Meadows Road (behind school) Mechanicsville, VA 23116 | 300 | 575 | AGST |
| 9 | Harris Court Storage Tank 6046 Calmar Drive Near Lee Davis High School Mechanicsville, VA 23111 | 150 | 150 | AGST |
| 10 | South Taylor St. /Pleasant St. 750 South Taylor Street Near Intersection of South Taylor and Pleasant Streets Ashland, VA 23005 | 250 | 500 | AGST |
| 11 | Royal Glenn Pump Station 9429 Kenna Way Mechanicsville, VA 23116 | 100 | 70 | AGST |
| 12 | Best Products Pump Station 14205 Ellett's Crossing Road Ashland, VA 23005 | 100 | 425 | AGST |
| 13 | Shelton Point Lift Station 9167 Sentry Station Road Mechanicsville, VA 23116 | 175 | 175 | AGST |
| 14 | Lockwood Pumping Station 8340 Richfood Road Mechanicsville, VA 23111 | 800 | 650 | AGST |

GROUP 4 OPERATIONS & MAINTENANCE, PUBLIC UTILITIES, EMERGENCY GENERATOR LOCATIONS, continue:

| | | | | |
|----|---|-------------|-------------|------|
| 15 | Hanover Lift Station Route 301 and Courthouse 7529 Hanover Courthouse Rd. Hanover, VA 23069 | 200 | 350 | AGST |
| 16 | Mechumps Creek Pump Station 819 England Street Ashland, VA 23005 | 250 | 250 | AGST |
| 17 | Pamunkey Regional Jail Water Storage Tank 7430 Courtland Farm Road Hanover, VA 23069 | 250 | 700 | AGST |
| 18 | Pamunkey Regional Jail Well Site 7430 Courtland Farm Road Hanover, VA 23069 | 100 | 225 | AGST |
| 19 | Totopotomy Wastewater Plant 9015 Pole Green Park Road Mechanicsville, VA 23116 | 2000 500 | 2500 800 | AGST |
| 20 | Hanover Courthouse Sewage Treatment Plant (STP) 13500 Hanover Courthouse Road, Hanover, VA 23069 | 200 | 500 | AGST |
| 21 | James. T. Bruce Operations Center 9015 Pole Green Park Lane Mechanicsville, VA 23116 | 350 | 705 | AGST |
| 22 | Lee Davis Road Lift Station 8035 Old Hickory Road Mechanicsville, VA 23111 | 700 | 1500 | AGST |
| 23 | Country Club Hills Lagoon 13120 West Patrick Henry Road Ashland, VA 23005 | 100 | 150 | AGST |
| 24 | Air Park WST 10424 Leadbetter Road Ashland, VA 23005 | 100 | 250 | AGST |
| 25 | Ashland Park PS 14100 Stanley Park Drive Ashland, VA 23005 | 100 | 300 | AGST |
| 26 | Dianne Ridge Rural Well Site 9142 Blakewood Drive Mechanicsville, VA 23116 | 30 | 62 | AGST |
| 27 | Georgetown Rural Well Site 10996 Sugarloaf Drive Mechanicsville, VA 23116 | 50 | 150 | AGST |

GROUP 4 OPERATIONS & MAINTENANCE, PUBLIC UTILITIES, EMERGENCY GENERATOR LOCATIONS, continue:

| | | | | |
|----|--|-----|------|--------------------------------------|
| 28 | Grassy Swamp PS 13022 Mountain Road Glen Allen, VA 23059 | 300 | 900 | AGST |
| 29 | Middle Chickahominy River PS 9200 Giles Farm Road Mechanicsville, VA 23116 | 400 | 1000 | AGST |
| 30 | Oak Hill Estates WST 12331 Lees Lane Ashland, VA 23005 | 40 | 100 | AGST |
| 31 | Oak Hill AG LS 11989 Sunset Drive Ashland, VA 23005 | 30 | 60 | AGST |
| 32 | Poteet LS 7087 Brooking Way Mechanicsville, VA 23111 | 50 | 100 | AGST |
| 33 | Presidential Park LS 315 Hill Carter Parkway Ashland, VA 23005 | 20 | 100 | AGST |
| 34 | Quarles Road WST & WWPS 303 Quarles Road Ashland, VA 23005 | 400 | 930 | AGST |
| 35 | Sinclair Manor Rural Well Site 4182 Doolittle Drive Mechanicsville, VA 23111 | 30 | 67 | AGST |
| 36 | Snead Street PS 229 Thompson Street Ashland, VA 23005 | 100 | 200 | AGST |
| 37 | Strawhorn Rural Well Site 6507 Strawbank Drive Mechanicsville, VA 23111 | 60 | 145 | AGST |
| 38 | Airpark Water Storage Tank 10424 South Leadbetter Road Ashland, VA 23005 | 250 | 500 | AGST (belly tank under generator) |

GROUP 5 HANOVER COUNTY GENERAL SERVICES DEPARTMENT, FLEET DIVISION EMERGENCY GENERATOR LOCATIONS:

| | | | | |
|---|--|-----|-----|------|
| 1 | Hanover County Fleet Division, 11375 North Lakeridge Parkway Ashland, VA 23005 | 100 | 400 | AGST |
|---|--|-----|-----|------|

GROUP 6 PAMUNKEY REGIONAL JAIL EMERGENCY GENERATOR LOCATIONS:

| | | | | |
|---|---|------|------|--|
| 1 | Pamunkey Regional Jail 7240 Courtland Farm Road Hanover, VA 23069 | 1000 | 1000 | |
|---|---|------|------|--|

GROUP 7 HANOVER COUNTY SCHOOL BOARD EMERGENCY GENERATOR LOCATIONS:

| | | | | |
|---|--|-----|-----|-------------------|
| 1 | Patrick Henry High School 12449 W. Patrick Henry Road Ashland, VA 23005 | 100 | 250 | AGST AUTOMATIC |
| 2 | Lee Davis High School 7052 Mechanicsville Turnpike (Intersection of RT. 360 & 643) Mechanicsville, VA 23111 | 100 | 250 | AGST AUTOMATIC |

GROUP 7 HANOVER COUNTY SCHOOL BOARD HEATING LOCATIONS:

| | | | | |
|---|---|------|------|-------------------|
| 1 | Maintenance Department 12477 W. Patrick Henry Road (Route 54 West, adj. to P.H.H.S.) Ashland, VA 23005 | 1000 | 2000 | UGST AUTOMATIC |
|---|---|------|------|-------------------|

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

UGST UNDER GROUND STORAGE TANK
AGST ABOVE GROUND STORAGE TANK

"Automatic" means that the Successful Bidder will ensure that the storage tank is kept filled such that the tank does not run below 35% capacity based on customer usage at that fuel site.

"On call" means that the municipality will place an order for a fuel delivery that must be filled within 48 hours.

INSPECTION OF DELIVERY LOCATIONS:

COUNTY OF HANOVER:

- GROUP 1:** Dave Butler, Director of Facilities Management (804) 365-6180
- GROUP 2:** Charles Smith, Communications (804) 365-3176
- GROUP 3:** Chief Jethro Piland, Fire EMS Administration (804) 365-6195
- GROUP 4:** David VanGelder, Chief of Operations & Maint.,
Department of Public Utilities (804) 365-6235
- GROUP 5:** David Guyton, Fleet Operations Manager (804) 365-6507
- GROUP 6:** Troy Tyree, Maintenance Supervisor, Pamunkey Regional Jail (804) 537-3036

- GROUP 7:** Ed Buzzelli, Director of Facilities (**School Board**) (804) 365-4573

BILLING ADDRESSES FOR HANOVER COUNTY:

COUNTY OF HANOVER

GROUP 1 County of Hanover
Facilities Management
P. O. Box 470
Hanover, VA 23069

GROUP 4 County of Hanover
Department of Public Utilities
P. O. Box 470
Hanover, VA 23069

GROUP 2 County of Hanover
Communications
7501 Library Drive
Hanover, VA 23069

GROUP 5 County of Hanover
General Services Department
Fleet Division
11375 North Lakeridge Parkway
Ashland, VA 23005

GROUP 3 County of Hanover
Fire EMS Administration
P. O. Box 470
Hanover, VA 23069

GROUP 6 County of Hanover
Pamunkey Regional Jail
P. O. Box 510
Hanover, VA 23069

HANOVER COUNTY SCHOOL BOARD:

GROUP 7 Hanover County School Board
Building Services
200 Berkley Street
Ashland, VA 23005

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

CONTACT INFORMATION:

County of Hanover

Trena A. Ponton, CPPB
Purchasing Officer Senior
County of Hanover
P. O. Box 470
Hanover, VA 23069
(804) 365-6283 or Fax (804) 365-6100
taponton@hanovercounty.gov

Hanover County School Board

Ed Buzzelli, Director of Facilities
200 Berkley Street
Ashland, VA 23005
(804) 365-4573
ebuzzelli@hcps4.hanover.k12.va.us

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

ATTACHMENT F
HANOVER COUNTY GENERAL TERMS & CONDITIONS

1. GENERAL TERMS AND CONDITIONS

- 1.1 eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.eva.virginia.gov streamlines and automates government purchasing activities. All vendors desiring to provide goods and/or services to the County shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Bidders or Offerors must register in eVA, failure to register may result in the bid/proposal being rejected. The County advertises all competitive solicitations on eVA but does not issue purchase orders through eVA unless required to by the terms and conditions of a state issued contract.
- 1.2 ACCEPTANCE OF GOODS/SERVICES: Goods/services delivered shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the County. The goods/services must comply with the specifications and terms and conditions of the Request and be of the highest quality. In the event the goods/services supplied to the County are found to be defective or not to conform to specifications, the County reserves the right to cancel the contract upon written notice to the Contractor and return products to Contractor at the Contractor's expense.
- 1.3 ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the County will publicly post such notice on the DGS/DPS eVA VBO website (www.eva.virginia.gov) for a minimum of 10 days.
- 1.4 ANTI-DISCRIMINATION: By submitting their bids, Bidders certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia, § 2.2-4343.1E*).

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

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

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

places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

1.5 APPLICABLE LAWS AND COURTS: This solicitation is governed by the laws of the Commonwealth of Virginia. Any dispute or controversy arising out of or relating to this solicitation or otherwise shall be brought in the Hanover County Circuit Court or in the United States District Court for the Eastern District of Virginia, Richmond Division; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute.

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

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

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

- 1.9 BID PRICE CURRENCY: Unless stated otherwise in this solicitation, Bidders shall state bid prices in US dollars.
- 1.10 BIDDER, OFFEROR AND CONTRACTOR COMPLIANCE: All Bidders, Offerors and Contractors shall comply with the *Virginia Public Procurement Act*, (*Code of Virginia* § 2.2-4300, et seq.), and all applicable County policies, regulations and procedures adopted pursuant thereto.
- 1.11 CONTRACT CHANGES: Any changes to the contract must be approved through issuance of a written contract addendum or change order. The County will not assume responsibility
for the cost of any changes made without issuance of a written contract addendum or change order.
- 1.12 CONTRACTOR'S PERFORMANCE:
- A. The Contractor agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.
 - B. The Contractor shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
 - C. The Contractor shall cooperate with County officials in performing the Contract work so that interference with normal operations will be held to a minimum.
- 1.13 CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to: Director, Finance and Management Services Department, 7496 County Complex Road, Hanover, VA 23069-0470 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The County Administrator will render a decision on the claim and will notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal the decision of the County Administrator to the Board of Supervisors by providing written notice to the County Administrator, within 15 days of the date of the decision. The Board of Supervisors shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to the County no later than 30 days following the conclusion of the work or delivery of the goods.

- 1.14 DEBARMENT STATUS: By submitting their bids, Bidders certify that they are not currently debarred by the County from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- 1.15 DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due written notice as required by the NOTIFICATION clause, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- 1.16 DEFINITION OF COUNTY: The Purchasing Division of the Finance and Management Services Department provides purchasing support for Hanover County Government, Hanover County School Board, Pamunkey Regional Jail Authority and Pamunkey Regional Library, hereinafter referred to as County. Any contract issued as a result of this solicitation shall be available for the use of any or all of these entities unless otherwise stated in the solicitation.
- 1.17 DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.
- 1.18 ETHICS IN PUBLIC CONTRACTING: By submitting their bids, Bidders certify that their bids) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- 1.19 FINANCIAL STATEMENTS: All Bidders, by submission of a response to this solicitation, agree to provide the County, within 10 calendar days of the County's request, a copy of its most recent audited financial statement(s), and those of any of its parent companies and/or subsidiaries having material influence on the goods/services provided, or to be provided, under the resultant contract with the County. The financial statement(s) shall be accompanied by a letter signed by, as applicable to the type of business, a corporate officer, partner, or owner, stating that the accompanying financial statement(s) is/are complete and is/are the most recent audited financial statement(s) available.

The financial statement(s) shall be provided at no charge to the County, and the County shall be under no obligation to return the financial statement(s).

The Contractor chosen as a result of this solicitation shall include this same provision in the contracts of all subcontractors and any other entity providing goods or services related to the County contract, so as to guarantee the County's rights to obtain financial statements. Should the Contractor fail to ensure the County's rights under this section, the Contractor shall be liable to the County for all reasonable costs and expenses the County may incur in obtaining financial statements which would have otherwise been available under the provisions of this section.

- 1.20 IMMIGRATION REFORM AND CONTROL ACT OF 1986: The Contractor certifies that they do not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- 1.21 INDEMNIFICATION: Contractor agrees to indemnify the County, its officers, agents, and employees for any loss, liability, cost (including attorney's fees), or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the County or to failure of the County to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. The County will not agree to indemnify the Contractor.
- 1.22 INDEPENDENT CONTRACTOR: The Contractor is an independent Contractor and nothing contained in the contract shall constitute or designate the Contractor or any of its agents or employees as employees of the County.
- 1.23 LICENSES AND PERMITS: The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor's work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by the County.

- 1.24 MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS: Failure to submit a bid on the official County form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the County may, in its sole discretion, request that the Bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- 1.25 NOTIFICATION: Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in their bid; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the County shall be given to: County of Hanover, Director, Finance and Management Services Department, P. O. Box 470, Hanover, VA 23069-0470. The Contractor agrees to notify the County immediately of any change of legal status or of address.
- 1.26 PAYMENT:
- A. To Prime Contractor:
1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract.

All invoices shall show the contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 3. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made (*Code of Virginia*, § 2.2-4353).
 4. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

B. To Subcontractors:

1. A Contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
2. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

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

- 1.27 PRECEDENCE OF TERMS: The following General Terms and Conditions; ANTI-DISCRIMINATION, APPLICABLE LAWS AND COURTS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the contract applicable to the County of Hanover, Virginia, Special Terms and Conditions shall apply.
- 1.28 QUALIFICATIONS OF BIDDERS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- 1.29 ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION:
- A. By submitting their bid, Bidders certify that there will be no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this solicitation.

- B. Unless specified otherwise in the contract, the Contractor shall pay all royalty and license fees relating to the items covered by the contract.
 - C. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Contractor shall indemnify and hold harmless the County from any cost, expense, damage or loss incurred in any manner by the County on account of such alleged infringement.
- 1.30 **SEVERABILITY**: Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.
- 1.31 **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER**: In accordance with *Code of Virginia* § 2.2-4311.2 subsection B, a Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid a statement describing why the Bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the County's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
- 1.32 **TAXES**: The County is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be added to the contract price between the County and the Contractor, as the taxes shall be an obligation of the Contractor and not of the County, and the County shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.
- 1.33 **TERMINATION FOR CONVENIENCE**: Unless otherwise stated, any resultant contract may be terminated, in whole or in part, whenever the County determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination to the Contractor sent at least five days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date.

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

**CONTRACTOR CERTIFICATION RELATING TO BACKGROUND CHECKS
HANOVER COUNTY PUBLIC SCHOOLS
PURSUANT TO CODE OF VIRGINIA § 22.1-296.1**

I, _____, certify to the Hanover County School Board that no representative or employee who will provide services under this contract, and who will have direct contact with students on school property during regular school hours or during school-sponsored activities, has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

I understand that I can be found guilty of a Class 1 misdemeanor for making a materially false statement in this Certification of Contractor and that a conviction for making a materially false statement in this Certification of Contractor shall be grounds for the revocation of my firm or business's contract with the Hanover County School Board.

Date

Signature

Title

Company Name