COMMONWEALTH OF VIRGINIA

COUNTY OF HENRICO

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

IFB: #18-1639-4KMW

May 17, 2018
Invitation for Bid
Hydroflousilicic Acid

Subject: Annual contract to furnish all tools, labor and equipment necessary to provide Hydroflousilicic Acid, to the County of Henrico, Department of Public Utilities, in accordance with the enclosed general terms, conditions and specifications.

Sealed bids in accordance with the conditions, specifications, and instructions below and on the attached sheets or drawings hereto, if any, will be received no later than **11:00 a.m.,** local prevailing time, **June 8 2018** and will be opened and publicly read aloud.

IN PERSON OR SPECIAL COURIER **County of Henrico** **Department of Finance** **Purchasing Division** **8600 Staples Mill Road** **Henrico, Virginia 23228**	**OR**	**U.S. POSTAL SERVICE** **County of Henrico** **Department of Finance** **Purchasing Division** **P.O. Box 90775** **Henrico, Virginia 23273-0775**

This IFB and any addenda are available on the County of Henrico website at: https://henrico.us/finance/divisions/purchasing. To receive an email copy of this document please contact wil203@henrico.us.

A pre-bid conference and site visit will be held on May 25, 2018 at 11:00 a.m. at the Henrico County Water Treatment Facility, 10111 Three Chopt Road Henrico, Virginia 23223. The purpose of this conference is to review the scope of work and clarify any aspect of the work that may be in question.

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 Kennedy Williams at wil203@henrico.us by no later than **May 29, 2018.**

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

Kennedy Williams
Procurement Analyst I

I. SCOPE OF WORK/SERVICES

The intent and purpose of this Invitation for Bid is to establish a term contract with a qualified supplier to furnish and provide Hydroflousilicic Acid to Henrico County, Department of Public Utilities (DPU), Water Treatment Facility located at 10111 Three Chopt Road Henrico, VA 23223 as needed and requested in accordance with the enclosed general terms, conditions and specifications.

For the fiscal year ending June 30, 2017, the County spent approximately $65,000. For the fiscal year ending June 30, 2016 the County spent approximately $53,000. This data provided is for informational purposes only and does not bind the County to purchase any specified amount.

Cooperative Procurement:

This procurement is being conducted by Henrico County, Virginia on behalf of all other public bodies of the Commonwealth of Virginia in accordance with the provisions of 2.2-4304 of the *Code of Virginia*, as amended. If agreed to by the Successful Bidder, other public bodies of the Commonwealth of Virginia may make purchases under the resulting contract at the prices set forth herein and in accordance with its terms, conditions and specifications, subject to any modifications necessary to comply with local policy or practice to which the Successful Bidder agrees. The Successful Bidders shall deal directly with any public body it authorizes to use the resulting contract. Henrico County, Virginia, its officials and its staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Successful Bidder and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Henrico County contract. Henrico County assumes no responsibility for any notification of the availability of the resulting contract for use by other public bodies, but the Successful Bidder may conduct such notification.

A. GENERAL REQUIREMENTS:

1. The Successful Bidder must follow DPU Operations procedures for acceptance of the chemical. Failure to comply with the County's procedures will result in a rejection of the chemical delivery or possibly cancellation of the contract

2. The quantities of the chemical outlined in the individual chemical specification are strictly estimated and not guaranteed.

3. Orders will be placed as needed during the term of the contract.

B. CERTIFICATION:

1. The product shall comply with the most recent, applicable AWWA standards. If any conflicts exist between the DPU chemical purchase specification and AWWA standards, the DPU specification shall prevail.

2. The chemicals shall be certified in accordance with NSF Standard 60 for drinking water chemicals. The chemical shall have been tested and certified by a product certification organization accredited for this purpose by the American National Standards Institute (ANSI). A copy of the ANSI/NSF letter of acceptance for the chemical shall accompany the bid. Failure to provide this certification may cause your bid to be declared non-responsive.

3. The DPU will periodically review the NSF listing to ensure that the Successful Bidder is currently ANSI/NSF 60 certified.

4. If ANSI/NSF 60 certification is lost, the Successful Bidder shall notify the DPU immediately.

5. Failure to comply with these requirements or the loss of ANSI/NSF 60 certification shall be considered grounds for cancellation of the contract for the remainder of the contract period.

C. WTF SITE VISIT/ORIENTATION SITE VISIT/CHEMICAL MANUFACTURER'S SITE VISIT:

1. Orientation Site Visit

   a. The Successful Bidder will be required to complete an orientation site visit. The orientation site visit to Henrico County WTF will include a discussion of the Successful Bidder's transportation plan (discussed in Sec. I.G) The Successful Bidder will agree that their transportation plan will not change and that any proposed changes would be provided to the DPU beforehand.

   b. The orientation site visit to Henrico County WTF will include an explanation of the manufacturing process, what quality assurance and purity tests are performed on the product, possible contaminants along with mitigating measures, and how often quality assurance and purity tests are performed.

2. Chemical Manufacturer's Site Visit

   a. Once the Successful Bidder has been chosen, plans may be made to visit the chemical manufacturer's site along with any sites where the chemical will be transloaded, stored for distribution, or repackaged.

   b. If DPU personnel visit the chemical manufacturer's site, they may request a tour of the manufacturing facilities.

   c. Should any concerns be raised by DPU personnel during the site visit(s) regarding safety, quality assurance, or other procedural issues, the Successful Bidder shall address those concerns. If possible, changes are discussed and agreed upon they will be put in writing by the Successful Bidder and sent to the appropriate DPU personnel and the appropriated buyer for this contract. The conditions will stand for the entire length of the contract unless otherwise noted.

D. AFFIDAVIT OF COMPLIANCE

The Bidder shall submit with their bid response, an affidavit of compliance that confirms that the chemical meets DPU specifications. Affidavit of compliance shall be a letter signed by a corporate officer stating that the chemical offered meets the DPU specifications.

E. SUBSTITUTIONS OR CHANGES OF MANUFACTURER

1. The Successful Bidder shall not substitute another manufacturer's product or deliver any other chemical than what is agreed to at the time of award without prior approval from DPU management and the Purchasing Office. Failure to obtain such approval can result in forfeiture of the contract and the removal of any delivery made at the Successful Bidder's expense.

2. If the DPU agrees to a substitution in material, the Successful Bidder is still responsible for ensuring that the appropriate paperwork is produced and given to the DPU via the delivery driver. If the normal paperwork requirements are not fulfilled DPU reserves the right to reject the delivery.

F. CERTIFIED ANALYSIS TESTING FOR IMPURITIES & DELIVERY PAPERWORK

1. A certified analysis for impurities of the chemical must be conducted by the Successful Bidder prior to the first delivery of the chemical. An independent laboratory shall perform the testing, and all costs shall be bore by the Successful Bidder. A certified analysis for impurities of the chemical must also be conducted with results supplied to the DPU every quarter. Successful Bidder shall bear all costs of testing.

2. At any time, during the contact period, the DPU may have a sample taken from the tank truck and analyzed for purity and trace contaminants. An independent laboratory will perform testing, and the costs for this testing will be borne by DPU.

3. When the chemical is transloaded from a storage tank, rail car, or other container other than what is delivered to the DPU, the driver or transloader must initial that he/she has witnessed the transloading into the vehicle used for transport to the Henrico County WTF. As evidence of this, the paperwork shall state the container identification, such as the DOT UN#, along with chemical name and an identification number of the tank truck used for transporting the chemical to the Henrico County WTF. This assures DPU staff that the wrong chemical was not transloaded.

4. All bidders shall submit a certified analysis for impurities. The details of this chemical analysis are outlined in the chemical specifications. (Section 1.O) Failure to provide chemical analysis with the bid may cause the bid to be declared non-responsive. Bidder shall bear all costs of testing.

5. The Successful Bidder will supply a certificate of analysis for each delivery. The required details of this analysis are outlined in the chemical specifications. (Section 1. O) The certificate of analysis shall state from where the test sample was taken (i.e., tank truck, rail car, storage tank, etc.).

G. TRANSPORTATION PLAN

1. To fully comprehend the "chain-of-custody" before the chemical reaches its Henrico County WTF destination, the Successful Bidder shall provide a transportation plan to the DPU. The transportation plan shall be submitted by the Successful Bidder with the signed contract. Within this plan, a detailed explanation must be provided explaining all companies involved in the manufacture, distribution, and transportation of the chemical to the Henrico County WTF. Failure to provide a complete transportation plan that includes all elements outlined in this section may cause the contract to be declared void.

2. Any changes made to the transportation plan, during the contract period, must be made known to the DPU two weeks prior to the proposed change. The proposed change must be sent certified mail to the following address:

   Department of Public Utilities
   Attn: WTF Division Director
   10111 Three Chopt Road
   Henrico, VA 23233

   If two-weeks' notice is not available, a fax shall be sent to the WTF Division Director at the following number, (804) 527-0271. The fax shall be confirmed by a telephone call to the WTF at (804) 501-7501.

3. Included in this transportation plan shall be an emergency contact list for each company involved in the chemical manufacture, distribution, and transportation of the chemical.

4. Included in this transportation plan shall be a description of other chemicals manufactured, repackaged, transloaded and transported at each location affiliated with supplying the chemical to the Henrico County WTF.

5. Included in the transportation plan shall be a detailed description of the personal protective equipment required of the driver during the delivery process at the Henrico County WTF. List each piece of required personal protective equipment. Chemical offloading may not occur if the driver does not have the proper personal protective equipment.

6. Included in the transportation plan shall be a detailed description of security procedures to be followed during the delivery process. At a minimum, the Successful Bidder shall comply with the following requirements:

   a. At the beginning of each contract period, the Successful Bidder shall send DPU the names and photographs of drivers who will make deliveries during the contract period. Forward driver changes, including names, and photographs to the WTF at least 48 hours prior to a delivery arriving at the plant with that driver. Photographs shall be recent (less than 5 years old) and of good quality.
   b. Each delivery for the Henrico County WTF shall be sealed with a security tag on the coupling. Seals shall only be broken in the presence of a Henrico County employee.
   c. Before shipments for Henrico County WTF leave the terminal; the Successful Bidder shall provide the DPU with (1) the name of the driver, (2) the tanker number, (3) the serial number of the security tag, and (4) the UN number of the chemical. This information shall also be included on the shipment manifest. Information shall be sent to the WTF via fax to 804-527-1836.

7. The transportation plan will be reviewed by DPU staff. Include in the transportation plan the name and phone number of a contact person who is available to answer questions posed by DPU staff.

8. The Successful Bidder (as well as its contractors affiliated with supplying the chemical to the Henrico County WTF) shall provide information on their accidental release history for the past 5 years.

9. Include in the transportation plan conditions of Successful Bidder's contract agreements. The transportation plan will disclose any conditions and requirements the Successful Bidder has with its contractors to manufacture, supply, and/or transport the chemical to the Henrico County WTF. Disclosure includes conditions of the contract, including provisions for pre-job safety meeting orientations for contractors, training, necessary personal protective equipment, and emergency response procedures that the Successful Bidder requires of its contractors.

H. REFERENCES

Bidders shall provide a listing of at least 3 recent references of other water treatment facilities they are currently supplying Hydroflousilicic Acid products. This information is to include what volume they are supplying and how long they have been supplying it. (See Attachment B)

I. CONTAINERS & APPURTENANCES IN CONTACT WITH CHEMICAL SUPPLIED TO DPU

1. All containers and appurtenances shall be dedicated solely to one chemical.

2. If the chemical containers or packaging are damaged, they will not be accepted. This minimizes any chance for possible contamination. The damaged products will be returned, and proper replacement will be provided accordingly.

3. Any containers or tank trucks found leaking chemicals shall not be allowed to enter or depart from the Henrico County WTF until the Successful Bidder, its contractor, or the designated representative makes appropriate repairs. Any cargo found to be leaking chemicals will be considered an emergency requiring immediate attention by the Successful Bidder and its contractors. All costs borne by Henrico County associated with the remediation of chemical spills caused by the negligence of Successful Bidder's personnel or Successful Bidder's leaking equipment shall be reimbursed by the Successful Bidder.

J. DELIVERY

1. All orders shall be scheduled in advance so trained DPU personnel can be present to accept and monitor the delivery process.

2. Deliveries shall be received at the WTF between 8:00 a.m. and 4:00 p.m., Monday through Friday, except holidays. Deliveries outside of these times are the exception and shall be initiated by DPU and coordinated with the Successful Bidder.

3. Before the delivery truck leaves the terminal, the Successful Bidder shall notify DPU of (1) the name of the driver, (2) the tanker number, (3) the serial number of the security tag, and (4) the UN number of the chemical. This information shall also be included on the shipment manifest. Information shall be sent to the WTF via fax at 804-527-1836.

4. An assigned WTF employee will meet the driver and confirm the identification of the driver. The WTF employee will perform a visual inspection of the vehicle and verify that the tanker number, security tag serial number, and UN number are correct. If there are no visible problems with the truck and no problems with the manifest, the WTF employee will escort the driver to the appropriate location to commence DPU testing (if appropriate) and unloading. The security seal shall be broken in the presence of a WTF employee. If the WTF employee has concerns about the shipment, he will notify WTF management.

5. The driver will place blocks behind his wheels to ensure that the truck will not move during unloading.

6. The driver can only hook up the delivery when an assigned WTF employee tells the driver where to make the necessary connections.

7. Any chemical delivery not agreeing with the quality criteria established shall be returned at the Successful Bidder's expense.

8. While the truck is unloading, the driver must stay with the truck at all times in case problems occur with the unloading.

9. Hoses shall be clean and free of residue from previous deliveries. Hoses, couplings or adaptors found unclean shall be cleaned at the Successful Bidder's expense before unloading.

10. Where tank trucks are used, the truck tank pressure shall be regulated by the driver while unloading and shall not exceed the tank truck manufacturer's specifications.

11. Tank trucks shall be equipped with tank-mounted valves to enable rapid shut-off if an emergency arises.

12. The Successful Bidder shall notify the WTF Chief Operator immediately of any delay while in transit.

13. Repeated delays in delivery of necessary quantities of chemical shall be grounds for cancellation of the contract. If Successful Bidder fails to make delivery within the allotted time, the County reserves the right to obtain chemicals from another source.

14. The driver must ensure that all the cargo has been unloaded, the appropriate paperwork has been signed, and that all previously open outlets and valves are closed to ensure that nothing can leak out of the vehicle.

15. Hydrofluosilicic acid shall be delivered to the following location:

    Henrico County Water Treatment Plant
    10111 Three Chopt Rd.
    Henrico, VA 23233

16. The County of Henrico Water Treatment Plant has one tank for bulk storage of Hydrofluosilicic Acid. (Capacity: 8,700- Gallons)

17. The minimum delivery of Hydrofluosilicic Acid is 3,000 gallons.

18. The anticipated usage for the initial term of the contract is approximately 20,000 gallons of 23.5% (v/v basis) Hydrofluosilicic Acid per year. Henrico County retains the option to increase or decrease the quantity purchased based upon actual usage.

19. The Successful Bidder should be able to deliver within 48 hours of notification. Delivery procedures shall comply with current federal, state, and local regulations and with the latest revision of ANSI/AWWA B703– Standard for Fluorosilicic Acid, Section 6.

20. The tank trucks used for the delivery of the hydrofluosilicic acid shall be fully equipped to unload by pressurizing the tanks with air and shall be equipped with valves to control the flow of hydrofluosilicic acid into the storage tank and to enable rapid shut-off if an emergency arises.

21. Bulk shipments shall be made in rubber-lined tank trucks.

K. SAFETY AND PERSONAL PROTECTIVE EQUIPMENT

1. The Successful Bidder shall ensure that all parties involved in supplying the chemical to the DPU facility observe the applicable safety practices. This includes wearing the appropriate personal protective equipment during transloading and offloading operations. Such operations shall not begin unless the personal protective equipment is worn.

2. The driver shall always wear the appropriate protective face and body apparel when unloading the chemical. The driver shall also be fully educated (classroom & hands-on training) in Hazardous Communication regulations to ensure that they know what to do should an emergency occur on-site or while traveling to the facility.

3. All drivers will be required to have a valid commercial driver's license (CDL). A hazardous endorsement is required to transport hazardous materials.

4. In no case will a driver transport the chemical without being trained on the use of the specific truck used to transport the chemical to the Henrico County WTF.

L. SAFETY REQUIREMENTS OF SUCCESSFUL BIDDERS

1. The Successful Bidder that delivers hazardous chemicals must assure that their employees are trained on performing the job safely, of the hazards related to the job, and applicable provisions in DPU emergency response plans. Upon request by the DPU, Successful Bidders must present information regarding their safety performance as highlighted below:

2. Assure that their employees are trained in safe work practices.

3. Assure that their employees are instructed in the known potential fire, explosion, or toxic release hazards related to the job.

4. Assure that their employees follow the DPU's safety rules and work practices.

5. Successful Bidder shall document the required training and testing (if testing is performed) of their employees. The records shall contain the identity of the employees and the dates of training and testing.

M. TRAINING AND TECHNICAL SERVICES

1. As requested, the Successful Bidder shall provide at no additional cost to the DPU, a one-half day formal on-site classroom training session to DPU employees. The training classes shall be given prior to the first delivery but not more than 90 days prior to the first delivery.

2. The training session shall include but not being limited to the characteristics of the supplied chemical, safe operating and maintenance practices, emergency response, routine operational observations or maintenance tasks, and technical guidance to assure that the workforce is adequately acquainted with all aspects of handling and using the supplied chemical.

3. The instructor shall have sufficient experience and qualifications that will enable him/her to present a training session that is meaningful and complete.

4. The Successful Bidder shall coordinate the scheduling of training with DPU management.

N. SAFETY DATA SHEETS

Bidders must submit a manufacturer's Safety Data Sheet (SDS) with the bid for the chemical. A new SDS must be submitted to the DPU before the next delivery if any revision or change occurs during the contract.

O. SPECIFICATIONS FOR HYDROFLUOSILICIC ACID

6. Product Specifications

   a. Composition: Hydrofluosilicic acid shall have a concentration of 23.5% H2SiF6 on a volume/volume (v/v) basis. Hydrofluosilicic acid supplied in accordance with this specification shall be free of visible suspended matter and shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the hydrofluosilicic acid. The hydrofluoric acid content shall not exceed 1%.

   b. Standards: Hydrofluosilicic acid shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals—Health Effects. Hydrofluosilicic acid shall comply with the latest revision of ANSI/AWWA, B703–Standard for Hydrofluorosilicic Acid, Section 4.

   c. Certificate of Analysis: Sampling and analysis shall be conducted in accordance with the latest revision of ANSI/AWWA B703–Standard for Hydrofluorosilicic Acid, Section 5.

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 any time prior to the date set for the receipt of bids.

4. Each Bidder shall be responsible for determining that all addenda issued by the Purchasing Division for the Invitation for Bid have been received before submitting a bid for the work.

5. Each Bidder shall acknowledge the receipt of each addendum on the Bid Form.

B. Annual Appropriations:

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

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

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

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

3. Any business entity organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its bid or proposal the identification number issued to it by the State Corporation Commission. (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.

D. Award of Contract:

1. The Purchasing Division reserves the right to waive any informality in bids and to award in part or in whole or to reject any or all bids. The reasons for the rejection shall be made a part of the contract file.

2. In case of a tie bid, preference shall be given to goods, services, and construction produced in the County of Henrico or the State of Virginia or provided by persons, firms or corporations having principal places of business in the County of Henrico or the State of Virginia, if such a choice is available; otherwise the tie shall be decided by lot. A County of Henrico business shall be given preference over a State of Virginia business, if such a choice is available.

3. The Purchasing Division shall have the right, before awarding the contract, to require a Bidder to submit such evidence of its qualifications as it may deem necessary and may consider any evidence available to it concerning the financial, technical, and other qualifications and abilities of a Bidder. (See Attachment B)

4. It is the intent of the Director of Purchasing to award a contract to the lowest responsive and responsible Bidder provided the bid does not exceed the funds available for the contract. **This bid will be awarded by Total Bid Price.** (See the Bid Form).

5. Notice of award or intent to award is posted on the Purchasing Division website: **https://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.

E. Bid Security:

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

F. Bidder's Representation:

1. By submitting a bid in response to this Invitation for Bid, the Bidder certifies that it has read and understands the bid documents, specifications, and drawings, if any, and has familiarized itself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the work.

2. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site(s), shall in no way relieve any Bidder from any obligations with respect to its bid or to the contract.

G. Bonds:

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

H. Collusion:

By submitting a bid in response to this Invitation for Bid, the Bidder represents that in the preparation and submission of this bid, said Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person, Bidder or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. 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. Compensation:

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

2. Successful Bidder shall provide the Purchasing Division their social security number upon request. Proprietorships, partnerships and corporations shall provide their federal employer identification numbers upon request (Va. Code § 2.2-4354.2).

3. The Successful Bidder shall submit a complete itemized invoice on each item or service, which is delivered under the contract. The Successful Bidder shall indicate the purchase order number on the front of each invoice and on the outside of each package or shipping container.

4. Cash discounts shall be deducted in accordance with the terms of the bid.

5. Payment shall be rendered to the Successful Bidder for satisfactory performance compliance with the general terms, conditions and specifications of this bid. The required payment date shall be either: (i) the date on which payment is due under the terms of the contract for the provision of such goods or services; or (ii) if such date is not established by contract, not more than forty-five days after goods or services are received or not more than forty-five (45) days after the Successful Bidder renders an invoice to the County, whichever is later (Va. Code § 2.2-4352).

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

J. Contract Period:

1. The initial contract period shall be from July 1, 2018 through June 30, 2019. Contract prices shall remain firm for the contract period.

2. The contract may be renewed for 4 additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices.

3. The Successful Bidder should submit any proposed price changes and a report on the annual volume of business resulting from this contract to the Purchasing Division at least ninety (90) days prior to the contract renewal date. If accepted by the Purchasing Division, the prices shall remain firm for each renewal year.

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

K. Controlling Law; Venue

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

L. County License Requirement:

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

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

M. Default:

1. If the Successful Bidder is wholly responsible for a failure to perform the Contract (including, but not limited to, failure to make delivery of goods, failure to complete implementation and installation, and/or if the goods and/or services fail in any way to perform as specified herein), the County may consider the Successful Bidder to be in default. In the event of default, the County will provide the Successful Bidder with written notice of default, and the Successful Bidder shall provide a plan to correct said default within 20 calendar days of the County's notice of default.

2. If the Successful Bidder fails to cure said default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Bidder shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

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

1. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. For the purposes of this section, *"drug-free workplace"* means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

O. Employment Discrimination by Successful Bidder Prohibited:

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

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

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

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Successful Bidder shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

P. Employment of Unauthorized Aliens Prohibited:

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

Q. Environmental Management:

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

R. General:

1. Sealed bids in accordance with the conditions, specifications, and instructions below and on the attached sheets or drawings hereto, if any, will be received in person or via special courier service in the Purchasing Division, Department of Finance, 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

S. Indemnification:

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

T. Insurance:

The Successful Bidder shall maintain insurance to protect itself and the County of Henrico from claims for damages for personal injury, including death, and for damages to property, which may arise from operations under this contract. Such insurance shall conform to the enclosed County Insurance Specifications. (See Attachment C)

U. Modification of Bids:

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

2. Modified and withdrawn bids may be resubmitted to the Purchasing Division up to the time and date set for the receipt of bids.

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

V. Negotiation with the Lowest Bidder:

1. If all bids received exceed the available funds for the proposed purchase, the County, pursuant to County Code provisions, may meet with the lowest responsive and responsible Bidder to discuss a reduction in the scope for the proposed purchase and negotiate a contract price within the available funds (County Code16-48).

2. After bid negotiations, the lowest responsible Bidder shall submit an addendum to its bid, which addendum shall include the change in scope for the proposed purchase, the reduction in price and the new contract value.

3. If the proposed addendum is acceptable to the County, the County may award a contract within funds available to the lowest responsible Bidder based upon the amended bid.

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

W. No Discrimination against Faith-Based Organizations:

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

X. Opening of Bids:

1. All bids received on time in the Purchasing Division shall be opened and publicly read aloud.

2. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract (Va. Code § 2.2-4342C).

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

Y. Product Evaluation/Testing:

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

   County of Henrico
   Attention: Kennedy Williams
   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.

Z. Record Retention/County Audits:

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

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

AA. Safety:

1. The Successful Bidder shall comply with and ensure that the Successful Bidder's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Bidder shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and materials to safely accomplish the work specified and performed by the Successful Bidder.

2. The Successful Bidder shall have, at each location at which the Successful Bidder provides goods and/or services, a supervisor who is competent, qualified, or authorized on the work site, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and must be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Bidder's personnel from the work site.

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

BB. Minority-, Woman-, Service Disabled Veteran-Owned, Small Business and Employment Services Organizations:

1. 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.

2. 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.

3. All formal solicitations are posted on the Commonwealth of Virginia eVA website and the County's internet site at https://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.

CC. 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.

DD. Submission of Bids:

1. All Bidders shall use the enclosed Bid Form in submitting their bid prices. The Purchasing Division shall not accept oral bids or bids received by telephone, telecopier (FAX machine) or other electronic means.

2. All prices must be F.O.B. delivered to the point as indicated in this bid. The County will grant no allowance for boxing, crating, or delivery unless specifically provided for in this bid.

3. The Bid Form must be completed in blue or black ink. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

4. All erasures, insertions, additions, and other changes made by the Bidder to the Bid Form shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in the bid, may be rejected by the Purchasing Division as being incomplete or nonresponsive.

5. The Bid Form must be signed in order to be considered. If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the Bidder must indicate the corporate title of the individual signing the bid.

6. The Bid Form, the bid security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. Any notation or notations on the exterior of the envelope purporting to alter, amend, modify, or revise the bid contained within the envelope shall be of no effect and shall be disregarded.

7. The envelope containing the bid should be sealed and marked in the lower left-hand corner with the bid request number, goods or services sought, hour and due date of the bid.

8. The time for the receipt of bids shall be determined by the time clock stamp in the Purchasing Division. Bidders are responsible for ensuring that their bids are stamped by Purchasing Division personnel by the deadline indicated.

9. All bids received in the Purchasing Division by the deadline indicated will be kept in a locked bid box until the time and date set for the opening of bids.

10. All late bids shall be returned unopened to the Bidder.

11. All line items must be filled in. It is understood and agreed, if Bidder indicates a "0" dollar amount on the Bid Form, the product or service shall be provided at no charge.

EE. Successful Bidder's Obligation to Pay Subcontractors:

1. The Successful Bidder awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to the Successful Bidder by the County for work performed by the Successful Bidder's subcontractor(s) under the contract (Va. Code § 2.2-4354):

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.

FF. Successful Bidder's Performance:

1. Goods and services must be delivered and rendered strictly in accordance with this bid and shall not deviate in any way from the terms, conditions, prices, quality, quantity, delivery instructions, and specifications of this bid.

2. All goods and/or services delivered and/or rendered shall comply with all applicable federal, state, and local laws, and shall not infringe any valid patent or trademark. The Successful Bidder shall indemnify, keep, save, and hold the County, its officers and employees, harmless from any liability for infringement and from any and all claims or allegations of infringement by the Bidder or the County, its officers and employees, arising from, growing out of, or in any way involved with the goods delivered or services rendered pursuant to this purchase.

3. In the event that suit is brought against the County (including Henrico County Public Schools), its officers and/or its employees, either independently or jointly with the Successful Bidder, the Successful Bidder shall defend the County, its officers and employees, in any such suit at no cost to the County and the County's officers and employees. In the event that final judgment is obtained against the County, its officers, and/or its employees, either independently or jointly with the Successful Bidder, then the Successful Bidder shall pay such judgment, including costs and attorney's fees, if any, and hold the County, its officers and employees, harmless therefrom.

4. The Successful Bidder shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

5. The Successful Bidder shall not, in its product literature or advertising, refer to this purchase or the use of the Bidder's goods or services by the County of Henrico, Virginia.

6. The Successful Bidder shall cooperate with County officials in performing the specified work so that interference with the County's activities will be held to a minimum.

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

GG. Taxes:

1. The County of Henrico is exempt from the payment of federal excise or state sales taxes on all tangible, personal property for its use or consumption except taxes paid on materials that will be installed by the Bidder and become a part of real property.

2. If a Bidder is bidding on materials that require installation by the Bidder and become a part of real property, the applicable taxes shall be included in the lump sum bid price for the installation of the material and not as a separate charge for taxes. The taxes shall be an obligation of the Successful Bidder and not of the County, and the County shall be held harmless for same by the Successful Bidder.

3. The Purchasing Division will furnish a Tax Exemption Certificate (Form ST-12) upon request and if applicable to this contract.

4. When a Bidder lists a separate tax charge on the Bid Form and the tax is not applicable to the purchase by the County, the Bidder will be allowed to delete the tax from its bid.

HH. Termination of the Contract:

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

2. In such cases, the Successful Bidder shall not be entitled to receive any further payment. If the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Successful Bidder shall pay the difference to the County.

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

II. Trade Secrets/Proprietary Information:

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

JJ. Use of Brand Names/Product Information:

1. Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted (Va. Code § 2.2-4315).

2. If bidding other than specified, the Bidder will clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the Bid Form to enable the Purchasing Division to determine whether the product offered meets the requirements of the solicitation. Safety Data Sheets and descriptive literature will be provided with the Bid Form for each chemical and/or compound offered. Failure to do so may cause the bid to be considered nonresponsive and rejected.

3. It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the Bidder. The County's decision of approval or disapproval of a proposed alternate shall be final. Nothing herein is intended to exclude any responsible Bidder, its product or service or in any way restrain or restrict competition.

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

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

2. The Bidder shall give written notice of their claim to withdraw their bid to the Purchasing Division within two business days after the conclusion of the bid opening procedure. (Va. Code § 2.2-4330). Such mistake shall be proved only from the original work papers, documents and materials delivered to the Purchasing Division with the Bidder's written request to withdraw its bid.

3. The Purchasing Division will inspect the written evidence submitted by the Bidder with the request and if the Purchasing Division can verify to its satisfaction and sole discretion that the mistake was a non-judgmental mistake, the Bidder will be allowed to withdraw the bid.

4. No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%). (Va. Code § 2.2-4330C).

5. No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit directly or indirectly from the performance of the project for which the withdrawn bid was submitted.

6. If a bid is withdrawn under authority of this section, the next lowest responsive and responsible Bidder shall be deemed to be the low Bidder.

7. If the Purchasing Division denies the withdrawal of a bid under the provisions of this section, it shall notify the Bidder in writing stating the reasons for its decision and award the contract to such Bidder at the bid price, provided such Bidder is a responsible and responsive Bidder.

BID FORM

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

I/We hereby propose to furnish and provide inside delivery of Hydrofluosilicic Acid for The County of Henrico Department of Public Utilities in accordance with the enclosed general terms, conditions and specifications contained in **IFB # 18-1639-4KMW**. 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.

This bid will be awarded by Total Bid Price.

Additional fuel charges or delivery fees added to the invoice will not be accepted or paid.

Quantities listed are an estimate only; actual usage could be more or less during the contract period.

Unit price shall be quoted in unit of measure Gallons; no other unit of measure will be accepted. If you quote other than gallons, your bid may be considered nonresponsive and rejected.

Chemical	Unit Price $/gallon	Estimated Yearly Quantity	Total Bid Price
Hydrofluosilicic Acid	**$**	**35,000 gallons**	**$**

Volume of standard truck load: _____

ANSI/NSF Letter of Acceptance, (Check if Submitted) _____

Affidavit of Compliance, (Check if Submitted) _____

Certified Chemical Analysis, (Check if Submitted) _____ MSDS, (Check if Submitted) _____

I/We can furnish and deliver all items within _____ calendar days after receipt of purchase order 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 (pg. 24-32) 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 bid as submitted complies with all requirements specified in this Invitation for Bid ("IFB").

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

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

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

BUSINESS CATEGORY CLASSIFICATION FORM

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 whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

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

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. Client: _____

      Address: _____

      Volume of Chemical Supplied: _____

      Length of Time Supplying Chemical: _____

      Contact Person: _____

      Phone Number: _____

   2. Client: _____

      Address: _____

      Volume of Chemical Supplied: _____

      Length of Time Supplying Chemical: _____

      Contact Person: _____

      Phone Number: _____

   3. Client: _____

      Address: _____

      Volume of Chemical Supplied: _____

      Length of Time Supplying Chemical: _____

      Contact Person: _____

      Phone Number: _____

ATTACHMENT C

Insurance Specifications
County of Henrico

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.

Please be sure and review the Additional Requirements Section

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in 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

$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

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

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

Umbrella Liability

$2,000,000 Per Occurrence and in the aggregate

Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required:

☐ **Professional Liability - $2,000,000 Per Occurrence (or limit in accordance with statute for Medical Professional)**

Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.

☐ **Cyber Liability - $2,000,000 Per Occurrence**

Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.

☐ **Abuse and Molestation Coverage - $1,000,000 Per Occurrence**

Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.

✓ **Pollution Liability - $2,000,000 Per Occurrence**

Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.

☐ **Explosion, Collapse & Underground Coverage (XCU)**

Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.

☐ **Builders Risk Coverage**

Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first $10,000 of any claim.

☐ **Other as Specified Below**

_____

_____

_____

_____

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

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

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

NOTE 4: The Certificate Holder Box shall read as follows:

County of Henrico
Risk Management
PO Box 90775
Henrico, VA 23273