COMMONWEALTH OF VIRGINIA

COUNTY OF HENRICO

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

IFB: #19-1935-10KMW

October 18, 2019
Invitation for Bid
Fresh Milk, Milk Products &
Juice

Subject: Annual contract to furnish all tools, labor and equipment necessary to provide inside delivery of Fresh Milk, Milk Products and Juice to seventy (70) Henrico County Public Schools, and the Henrico County Government Employee Café 1611 in accordance with the enclosed general terms, conditions and specifications.

Sealed bids in accordance with the conditions, specifications, and instructions below and on the attached sheets or drawings hereto, if any, will be received no later than **2:00 PM**, local prevailing time, **November 6, 2019** 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/divisons/purchasing.
To receive an email copy of this document please contact wil203@henrico.us.

Time is of the essence, and all bids received after the appointed hour for submission, whether by mail or otherwise, will be returned unopened. The time 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.

Pursuant to Henrico County Code Section 16-43, the award will be made by the Purchasing Director.

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 **October 25, 2019**.

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 all tools, labor and equipment necessary to provide inside delivery of fresh milk, milk products and juice to Henrico County Public Schools (HCPS) and Henrico County General Government Agencies, as needed and requested in accordance with the enclosed general terms, conditions and specifications.

The County spent approximately the following on Fresh Milk, Milk Products and Juice for the past two fiscal years. This data provided is for informational purposes and does not bind the County to purchase any specified amount:

Fiscal Year	2017-2018	2018-2019
Approximate Amount Spent	$ 1,480,000.00	$ 1,440,000.00

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.

Buy American

The Henrico County School District participates in the National School Lunch and Breakfast Programs, the Child and Adult Care Food Program and the Summer Feeding and After School Snack Programs. It is required to use the nonprofit food service funds to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

Exceptions to the Buy American provision may be approved upon request. To be considered for the alternative or exception, one of the following conditions must apply:

- The product cannot be produced in the United States
- The product cannot be produced in sufficient quantities to meet the terms of the request
- The price of the product is cost prohibitive

A request for an exception must be submitted in writing to the Director or Registered Dietitian in School Nutrition Services.

USDA REQUIREMENTS: ADDITIONAL GOODS OR INCREASED QUANTITIES (HCPS)

Modifications of Contracted Product Lists to Acquire Additional Goods or Increase Quantities of Listed Goods

During the term of this contract awarded under this solicitation, additional purchases not included in this solicitation list and resulting awarded contract, may become necessary and benefit the Program. Both parties agree that the combined value of added purchases during each year of the contract, if renewable, shall not exceed 10% of the estimated value of this contract which is $1,490,000.00.

USDA Child Nutrition Program Regulations at 7 CFR 210.21, 215.14a, 220.16, 225.17, 226.22 and 250.4(d) direct HCPS to comply with procurement requirements as outlined in those parts. In addition, all procurements should be undertaken consistent with state and local requirements.

A. HENRICO COUNTY PUBLIC SCHOOLS REQUIREMENTS:

1. Bidder Specifications

a. The Successful Bidder shall furnish and provide inside delivery of fresh milk, milk products and juice to Henrico County Public Schools (HCPS) locations as listed on Attachment E. During the contract period, HCPS may add additional schools to the list.

b. The Successful Bidder shall be a firm regularly engaged in the sale of fresh milk, milk products, and juice. All products must meet specifications stated by School Nutritional Services (SNS).

c. The Successful Bidder shall be a full-line distributor and have a stocking warehouse for all bid items. A stocking warehouse shall be defined as a facility that has storage on premises for fresh milk, milk products and juice items.

d. The Successful Bidder shall have a Hazard Analysis and Critical Control Point (HACCP) plan available upon request.

e. If product is produced in a facility in which peanut or tree nut products are also manufactured, SNS requires a manufacturer's statement detailing Bidder's Standard Operating Procedure (SOP) to prevent cross-contact.

2. Fresh Milk, Milk Products and Juice Specifications

a. All fresh milk, milk products and juice must meet the specifications stated in current and/or proposed USDA federal guidelines. Therefore, a nutritional analysis of all fresh milk, milk products and juice are required and must be submitted with bid. Failure to do so may result in your bid being considered non-responsive.

b. Successful Bidder shall supply products in this bid that are processed, packaged and delivered in accordance with the regulations of the Virginia Health Department, U.S. Department of Agriculture, and requirements of the Federal Food, Drug and Cosmetic Act.

c. All products shall be free from spoilage, contamination, deterioration, and other visible and non-visible damage.

d. All products shall be packaged and labeled in accordance with accepted trade practices, in sufficiently sturdy, clean, and sealed containers and wrappers.

e. All 8 oz. milk and 4 oz. juice will be in leak proof containers. Containers may be plastic or specifically treated and/or reinforced paper or cardboard and must be disposable and dioxin-free. No containers shall be made from metal or glass. Expiration date shall be stamped on each carton.

f. Milk and juice crates should be cleaned and sanitized without milk residue or mold. Product will be refused if packaged in dirty crates.

g. All milk products will be fresh – not frozen – and have a shelf life of at least fourteen (14) days. All juice products will have a shelf life of at least three (3) weeks. The date shown on each container within a single crate must all be the same date.

h. Promotional materials shall be available upon request.

3. Brand Name or Equal Requirements

Items bid that are different from the original requirements must meet or exceed original specifications to be considered as equivalent. The Bidder is responsible for making sure that items submitted (including specifications) with their bid are "approved equals." All submitted items shall be from a nationally recognized brand.

4. Facility Product Inspection Testing and Samples

a. The County of Henrico/School Nutrition Services will have the right to inspect the premises, facilities, and processing methods for producing items covered by this solicitation and resultant contract.

b. The County of Henrico/School Nutrition Services reserves the right to conduct any tests or evaluations deemed necessary to determine conformance of offered product with the specification and/or conduct a sensory evaluation (e.g. student taste tasting) on the variables of flavor, color, and texture before award of bid. Standard test may be conducted for any items delivered for the purpose of insuring satisfactory contractor performance. All products in this solicitation and resultant contract will also be subject to random product testing during the term of the contract.

c. If requested by HCPS, the Bidder shall furnish samples of any bid item submitted within five (5) calendar days of request. Failure to submit requested samples may eliminate Bidder from further consideration. Samples shall be packed in original container and marked 'SAMPLE' with Bid Number and Bidder's name and address. Samples will be evaluated to determine compliance with all major characteristics of indicated brand name. Samples that fail to conform to all said characteristics shall result in rejection of bid. Samples shall be sent to: Henrico School Nutrition Services – Director SNS, 3751A Nine Mile Road, Henrico, VA 23223.

5. No Substitutions

No substitution of products under contract will be allowed without the written approval of the Director or Assistant Director of SNS or their appointed representative.

6. Product Changes

The SNS Director or Registered Dietitian shall be informed immediately of any changes to size or content of contract items. A nutritional analysis shall be provided immediately. Failure to do so may be grounds to cancel the existing contract. SNS will make the determination if the product meets school nutrition requirements.

7. Product Recalls

a. The Successful Bidder shall have a Standard Operating Procedure (SOP) in place to effectively respond to food recalls. This process shall include immediate notification to the Director of SNS and assurance that recalled products are identified and removed from school sites in the most expedient manner.

b. The Director of SNS must be notified by Successful Bidder within 24 hours of a product recall via phone or email. A written manufacturer's media statement explaining the recall must be provided to the Director of SNS for immediate release to HCPS.

c. The Successful Bidder shall either issue a credit or deliver a comparable substitute at the discretion of SNS.

d. All costs associated with the product recall, which include, but are not limited to transportation and handling costs, are borne by the Successful Bidder and are not the responsibility of COH or HCPS.

8. No Sub-Contract Services

The Successful Bidder shall not sub-contract any services, deliveries, or other responsibilities set forth in this IFB.

9. Product Shortages/Poor Performance

Poor performance including frequent product shortages without justification, inferior products, and inferior service/delivery may be grounds for the potential termination of contract.

10. Orders and Deliveries

a. **Exact Brand:** Items delivered to HCPS shall be the exact brand and item as listed on the Successful Bidder's Bid Form.

b. **Inferior Product**: If any delivered product is found to be inferior or is not the original product bid; the Successful Bidder will be given notice to pick up the product and issue credit to SNS. COH reserves the right to terminate the contract for said product.

c. **Minimum Order**: There shall be no minimum order amount per delivery. No added delivery or fuel charges shall be allowed under this contract.

d. **Individual Orders**: SNS will place individual orders directly with the Successful Bidder. SNS shall provide electronic order submission to the Successful Bidder through either a PDF, CSV or EDI file. This file shall be sent directly to the Successful Bidder via a vendor-hosted FTP service or E-Mail submission. SNS will work with Successful Bidder to ensure the file matches the Successful Bidder's formatting requirements.

e. **Twice- Weekly Deliveries**: All seventy (70) schools shall receive twice-weekly deliveries. All products shall be delivered and placed in a kitchen location designated by the SNS Manager.

f. **Deviation to Delivery Schedule:** Any deviations to the twice-weekly delivery schedule by the Successful Bidder shall require written approval by the SNS office.

g. **Delivery Unfulfilled**: Should there be any issue with not fulfilling orders on normal delivery days; the Successful Bidder shall notify the SNS office by email no later than designated delivery date that the products will not be there for whatever reason. The Successful Bidder must also confirm that special delivery will be made the next day.

h. **Out- of- Stock**: It is the responsibility of the Successful Bidder to notify the SNS office of out-of-stock items at least twenty-four (24) hours in advance and offer an approved substitute as menus are affected by shortages.

i. **Late Deliveries**: When late deliveries are expected for any reason, the Successful Bidder must contact SNS office either by phone or email. Persistent failure to meet delivery schedules is grounds for cancelling the contract.

j. **Delivery Days**: Successful Bidder shall provide SNS a schedule of specific delivery days designated for each school and received by the Director of SNS at the beginning of the contract.

k. **HCPS Calendar**: SNS shall provide a HCPS school calendar to the Successful Bidder. It is the responsibility of the Successful Bidder to make delivery adjustments for inclement weather, school closings and delays.

l. **Summer Feeding**: Successful Bidder should anticipate and plan for fresh milk, milk products and juice deliveries associated with the Summer Feeding Program which is administered from June through August each calendar year. Delivery schedules associated with the Summer Feeding Program will be coordinated with the SNS office.

m. **Spring Break**: Successful Bidder shall anticipate and plan for the availability of fresh milk, milk products and juice for the week after HCPS scheduled spring break (5-6 days) during March or April of each year. Therefore, any fresh milk, milk products or juice delivered during the latter part of the week before spring break must have a long enough expiration date to carry through Wednesday of the week after spring break.

n. **Winter Break**: Successful Bidder shall also anticipate and plan for the availability of fresh milk, milk products and juice for the first return day in January of each year after winter break. Contractor will coordinate plans with Director of School Nutrition Services by December 15th each year. It is up to the contractor to add trucks as needed to ensure that a morning delivery time starting at 7:00 AM is made to all schools on the first return day in January.

o. **Delivery Vehicles**: The Successful Bidder shall deliver all products in refrigerated vehicles that maintain proper temperature for refrigerated items. The vehicles must be maintained in sanitary condition.

p. **Delivery Hours**: Deliveries shall be between the hours of 7:00 AM and 2:00 PM. Hours of operation for Elementary School locations end at 1:30 PM and all Middle and High School locations end at 2:00 PM. There will be no Saturday, Sunday or HCPS holiday deliveries. Deliveries made on weeks that include HCPS holidays shall be coordinated with the SNS office.

q. **No Deliveries Before 7 am**: Deliveries shall not be made before 7:00 AM and no products shall be left outside the kitchen (i.e., by the door or on the loading dock). SNS will not accept responsibility for items that are damaged or missing when left outside, nor will they accept responsibility for payment if any items are delivered and the delivery ticket is not signed by authorized SNS personnel.

r. **Deliveries Received**: All deliveries are to be checked and signed for by each local SNS personnel only. Non-SNS personnel including custodial staff are not authorized to sign for products. SNS will not accept responsibility for deliveries signed by non-SNS personnel. All products delivered shall be placed in the cafeteria walk-in refrigerator or designated refrigerated units. Temperature of milk shall not exceed 40^0F at time of delivery.

s. **Delivery Ticket/Invoice**: The Successful Bidder shall leave two (2) copies of the delivery ticket/invoice with the SNS Manager when a delivery is made to any school locations.

t. **Driver Signature on Shortages/Returns**: Delivery drivers are required to sign or initial each delivery invoice if changes are made regarding shortages or returns.

u. **Unapproved Goods**: SNS has the right to refuse any goods delivered to school locations that have not been approved or ordered by SNS prior to delivery. Delivery of non-approved items will be returned at the expense of the Successful Bidder.

v. **Empty Crate Removal**: Empty crates are to be picked up and removed from the school premises on a weekly basis.

w. **School Locations**: A list of schools and their addresses has been provided in Attachment E.

x. **Damaged Products**: Products delivered damaged shall be exchanged (picked up from HCPS and replaced by the Successful Bidder by the next business day or their value credited to SNS.) Product credits shall be indicated on the delivery invoice.

y. **Expired Products**: Products delivered with expiration dates less than fourteen (14) days for milk and milk products and/or three (3) weeks for juice from date of delivery shall be rejected. If items expiring less than fourteen (14) days for milk and milk products and/or three (3) weeks for juice from the date of delivery are inadvertently accepted, the Successful Bidder shall be notified and the product shall be exchanged (picked up from HCPS and replaced by the Successful Bidder the next business day or their value credited to SNS.) Product credits shall be indicated on the delivery invoice.

z. **Failure to Comply**: Failure to deliver items when ordered, to the location ordered, and according to the conditions set forth herein shall result in the purchase(s) being made at locally available sources with the difference between the contract price and the price actually paid, being charged to the Successful Bidder. Such sums may be deducted from funds already due the Successful Bidder. It is understood and agreed that the Successful Bidder shall be responsible for replacement of fresh milk, milk products and juice if: 1) leaking in cartons damaged during the packaging process, 2) received with an off-flavor and 3) received at a temperature exceeding 40^0F. It is also agreed that the Successful Bidder shall be responsible for damage to refrigerated units that are a direct result of carelessness of delivery person.

aa. **Unit Price Adjustments**: An adjustment to unit prices shall be made for any item that has been decreased in individual serving size. Adjustment shall be made according to the per ounce price. Any price increases due to unforeseen circumstances incurred to COH and HCPS shall be the result of actual increased cost passed from the manufacturer to the supplier excluding any additional profits to the supplier. Proof of such increases from the manufacturer will be required before adjustments are considered for approval by the Director of SNS for specified contract items. Price increases shall be in accordance with Part II, General Terms and Conditions, Section J. Prices stated at time of order shall be firm; no additional charges will be allowed. All prices shall be F.O.B Henrico County Schools, inside kitchen delivery, freight included.

bb. **Slow Moving Products**: SNS will, over the course of the contract, determine how to reduce or eliminate slow moving items.

11. Billing

a. **Monthly Billing Statements**: The Successful Bidder shall provide monthly statements for Henrico County School Nutrition Services no later than the fifth of each month or the first business day after the fifth of each month. At a minimum, the statements shall include the contract number, delivery ticket/invoice number, order number, credit memo (if applicable), a summary of the total quantity purchased, unit of measure, unit cost, and total by school location. School locations should be listed in alphabetical order. The Successful Bidder's monthly statement shall support the information listed on the individual delivery tickets/invoices.

b. **Multiple Contracts:** If the Successful Bidder has multiple contracts with the County or HCPS, statements must be prepared separately and shall not be combined. All agencies involved shall receive invoices independent of the other agencies.

c. **Non-Contract Items:** HCPS agrees to only pay the contract price for items listed on the contract. If during the life of the contract, non-contract products are requested by SNS Managers, the Successful Bidder must first obtain permission from the Director of School Nutrition Services or Assistant Director of School Nutrition Services before delivery of the products. If permission is not granted, HCPS will not take financial responsibility for the products.

d. **Incorrect Billing**: HCPS will check the Successful Bidder's monthly statements against the delivery tickets/invoices to verify all charges. If the Successful Bidder doesn't provide monthly statements as requested, or if any discrepancy is discovered, HCPS reserves the right to return such statements to the Successful Bidder. Payment shall not be made until corrected statements are received by HCPS. Invoices will be paid monthly by the Henrico County School Board.

e. **Usage Report**: Upon request, the Successful Bidder shall supply SNS with a current product-usage report that will provide monthly and year-to date usage of individual products. Individual product usage by school location is

preferable.

f. **Billing Address**: Monthly statements and credit memos referencing the contract number and order number shall be sent to the following:

Henrico County School Nutrition Services
Accounts Payable
3751A Nine Mile Road
Henrico, VA 23223

B. HENRICO COUNTY GENERAL GOVERNMENT AGENCY REQUIREMENTS:

1. Bidder Specifications

The Successful Bidder shall furnish and provide inside delivery of Milk, Milk Products and Juice to Henrico County Government Employee Café 1611 as listed in **6. Orders and Deliveries**. During the contract period, the County may add additional Departments to the list.

2. Fresh Milk, Milk Products & Juice Specifications

a. The Successful Bidder shall be a firm regularly engaged in the sale of milk, milk products, and juices. All milk products must meet the specifications stated in current and/or proposed USDA federal guidelines. Therefore, a nutritional analysis of all products is required and must be submitted with bid. Failure to do so will result in your bid being considered non-responsive.

b. The Successful Bidder shall supply products in this bid that are processed, packaged and delivered in accordance with regulations of the Virginia Health Department, U.S. Department of Agriculture, and requirements of the Federal Food, Drug and Cosmetic Act. All products shall be free from spoilage, contamination, deterioration, and/or other visible and non-visible damage. All products shall be packaged and labeled in accordance with accepted trade practices, in sufficiently cleaned and sealed containers.

c. All milk products must be fresh- not frozen- and have a shelf life of at least fourteen (14) days. All milk crates should be cleaned and sanitized without milk residue or mold. All milk products shall be provided in leak proof containers. Expiration date shall be stamped on each carton.

3. Product Samples

At the request of Henrico County, the Bidder shall furnish samples of any item in which they submit a bid price within five (5) calendar days after request has been made. Failure to submit requested samples may eliminate the Bidder from further consideration. Bidders shall submit samples free of charge. Samples must be packed in original container and marked 'SAMPLE' with bid number and Bidder's name and address. Samples must be sent to: Henrico County Employee Cafeteria, Attn: Jason Smith, 4301 E. Parham Road, Henrico, VA 23228. Samples will be evaluated to determine compliance with all major characteristics of the brand name indicated. Failure of samples to conform to all such characteristics will result in rejection of this bid.

4. **Product Changes**

The County shall be informed immediately of any changes to size or content of milk products. A nutritional analysis shall be provided immediately. Failure to do so may be grounds to cancel the existing contract. The County will make the determination if the product meets necessary food requirements.

5. **Product Shortages/ Poor Performance**:

Poor performance including freight, product shortages, without justification, inferior products, and inferior service/ delivery may be grounds for the potential termination of contract.

6. **Orders and Deliveries:**

a. **Deliveries**: Henrico County locations shall receive milk deliveries as needed and requested by the Successful Bidder. All products shall be delivered and placed in a kitchen location designated by the Café Manager.

b. **No Minimum Order**: No minimum order amounts or additional delivery or fuel chargers will be allowed.

c. **Individual Order**: The designated employee shall place a milk order directly to the vendor utilizing a form or method preferred by the Successful Bidder.

d. **Delivery Unfilled**: Should there be any issue with not fulfilling orders on normal delivery days; the Successful Bidder shall notify Henrico County Employees by email no later than designated delivery date that the products will not be there for whatever reason. The Successful Bidder must also confirm that special delivery will be made the next day

e. **Delivery Hours**: The Successful Bidder shall notify County of Henrico representatives immediately if there is an issue with delivery. Deliveries for Henrico County General Government shall be made during business hours of 6:00 AM thru 10:00 AM, Monday through Friday. There shall be no deliveries on Saturday, Sunday or the County holidays (New Year's Day, President's Day , Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve and Christmas Day).

f. **Damaged Products**: The Successful Bidder shall not leave any products outside the kitchen, by the door or on the loading dock, etc. of any County locations. The County will not accept responsibility for damaged or missing products left outside or deliveries of products with delivery tickets/invoices not signed by County of Henrico authorized representatives.

g. **Deliveries Received**: Only County of Henrico authorized representatives shall check and sign for deliveries of all milk products. Unauthorized personnel including custodial staff shall not sign for delivery of products. The County will not accept responsibility for deliveries signed by unauthorized personnel.

h. **Delivery Ticket/ Invoice:** The Successful Bidder shall leave two (2) copies of the delivery ticket/invoice with County of Henrico authorized representatives when deliveries are made to the specified location. Delivery drivers shall sign or initial each delivery ticket/invoice after all items are delivered to the specified location.

i. **Out- of- Stock:** It is the responsibility of the Successful Bidder to notify Henrico County of out-of-stock items at least twenty-four (24) hours in advance and offer an approved substitute.

j. **Unapproved Goods**: The County has the right to refuse any product delivered that have not been approved or ordered by County of Henrico authorized representatives. Delivery of non-approved items will be returned at the expense of the Successful Bidder.

k. **Credit:** Damaged products shall be exchanged or credit shall be issued on delivery ticket/invoice, via credit memo.

l. **Reports**: Upon request, the Successful Bidder shall supply the County with a current product-usage report that shall provide monthly and year-to-date usage of individual product. Individual product usage shall be broken down by County locations.

m. **Delivery Addresses**: Deliveries must be made to the following site.

County of Henrico
Café 1611/Employee Café
4301 E. Parham Road
Henrico, VA 23228

7. Billing:

a. **Monthly Billing Statements**: The Successful Bidder shall provide monthly statements for each County of Henrico General Government locations no later than the fifth of each month or the first working day after the fifth of each month. At a minimum, the statements shall include the contract number, delivery ticket/invoice number, order number, credit memo (if applicable), a summary of the total quantity purchased, unit of measure, unit cost, and total. The Successful Bidder's monthly statement shall support the information listed on the individual delivery tickets/invoices.

b. **Multiple Contracts**: If the Successful Bidder has multiple contracts with the County, statements must be prepared separately and shall not be combined.

c. **Non-Contract Items:** The County agrees only to pay the prices listed in the contract for all contract items. If during the life of the contract non-contract products are requested, the Successful Bidder must first obtain permission before delivery of the products. If permission is not granted, the County will not take financial responsibility for such products.

d. **Incorrect Billing:** The County will check the Successful Bidder's monthly statements against the delivery tickets/invoices to verify all charges. If the Successful Bidder doesn't provide monthly statements as requested, or if any discrepancy is discovered, the County reserves the right to return such statements to the Successful Bidder. Payment shall not be made until corrected statements are received by the County.

e. **Billing Addresses**: Monthly statements and credit memos referencing the contract number and order number shall be sent to the following:

Café 1611/Employee Café
P. O. Box 90775
Henrico, VA 23273-0775

8. **REFERENCES:**

Bidder shall provide a listing of at least 3 recent references that meet or exceeds these requirements for which you have provided these products or services. (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.

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/divisons/purchasing.

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

E. Bid Security:

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

F. Bidder's Representation:

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

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

G. Bonds:

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

H. Collusion:

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

I. Compensation:

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

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

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

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

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

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

J. Contract Period:

1. The initial contract period shall be from December 1, 2019 through November 30, 2020. 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:

The Successful Bidder shall comply with all applicable federal, state, and local environmental regulations. The Successful Bidder is required to abide by the County's Environmental Policy Statement: http://www.henrico.us/pdfs/hr/risk/env_policy.pdf which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. The Successful Bidder shall be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Bidder shall immediately communicate any environmental concerns or incidents to the assigned County Project Manager and the County Risk Manager.

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 D)

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 **5 (five) calendar days** of the request.

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 Businesses and Employment Services 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/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:

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

2. The County encourages the contractor to utilize small, women-owned, and minority-owned business enterprises. For assistance in finding subcontractors, contact the Supplier Relations Manager (804-501-5689) or the Virginia Department of Small Business & Supplier Diversity (SBSD) www.sbsd.virginia.gov.

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 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,andFmilk 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.

LL. Direct Contact with Students Certification

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor, his employees or subcontractors to have **direct contact with students** on school property during regular school hours or during school-sponsored activities, the school board shall require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such service.

Henrico County cannot award a contract to a Bidder that does not complete the Attachment C as part of their proposal/submission.

MM. Tobacco-Free Requirement:

Henrico County Public Schools ("HCPS") has a tobacco-free policy on school property. Therefore, the use or display of tobacco products by the Contractor, its suppliers and/or subcontractors on school property is strictly prohibited at all times, including days and/or hours when school is not in session. This includes, but is not limited to, outdoor areas of school properties and personal or business vehicles present on school property.

"Tobacco products" include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and coffee mugs.

"School property" includes land, buildings, facilities, and vehicles owned or rented by HCPS. School property includes parking lots, playgrounds and recreational areas.

NN. Occupational Safety & Health Policy Statement

The Successful Bidder shall comply with all applicable federal ,state, and local occupational safety and health standards. The Successful Bidder is required to abide by the County's Occupational Safety & Health Policy Statement: https://henrico.us/pdfs/hr/risk/h_safety_policy.pdf which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access County property and locations. The Successful Bidder shall be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Successful Bidder shall immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

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 Fresh Milk, Milk Products and Juices for Henrico County Public Schools and Henrico County Employee Cafeteria as needed and requested, in accordance with the enclosed general terms, conditions and specifications contained in **IFB #19-1935-10KMW.** 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, all Freight charges shall be included in the bid price.

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

Bidders shall submit a completed original and 1 copy of Bid Form pages 29-37.

Bidder must bid on all line items to be considered. Bidder must only submit one item per bid item.

Delivery, handling, fuel surcharges, and any other charges shall be included in the bid price. Failure to do so may cause rejection of your bid.

Please identify the manufacturer and stock number in the column indicated.

If pack size item differs, the County reserves the right to consider the unit price to determine total bid price.

THIS BID WILL BE AWARDED BY TOTAL BID PRICE.

BID FORM

LOT 1: School Nutritional Services

ITEM NO.	ITEM	APPROX. YEARLY USAGE	MANUFACTURER	STOCK NUMBER	Pack Quantity	UNIT PRICE PER PACKAGE	EXTENDED PRICE
1.	**Milk, 1% Fat, White, 8 oz.**	1,200,000				$	$
2.	**Milk, Fat-Free, White, 8 oz.**	75,000				$	$
3.	**Milk, Fat-Free, Chocolate, 8 oz.**	2,800,000				$	$
4.	**Milk, Fat-Free, Strawberry, 8 oz.**	500,000				$	$
5.	**100% Juice, Apple, 4 oz.**	960,000				$	$
6.	**100% Juice, Orange, 4 oz.**	825,000				$	$
7.	**100% Juice, Fruit Punch, 4 oz.**	765,000				$	$
8.	**Lactose Free Milk, 8 oz.**	12,000				$	$
9.	**Sour Cream, 5 lb.**	150				$	$
10.	**Buttermilk, 1%, Quart**	6,000				$	$
TOTAL BID PRICE LOT 1 (Item 1-10)							$

Lot 2: Henrico County Employee Cafeteria

ITEM NO.	ITEM	APPROX. YEARLY USAGE	MANUFACTURER	STOCK NUMBER	Pack Quantity	UNIT PRICE PER PACKAGE	EXTENDED PRICE
1.	**Milk, Whole, 8 oz.**	245				$	$
2.	**Milk, 2% Fat, White, 8 oz.**	75				$	$
3.	**Milk, Chocolate, 8 oz.**	145				$	$
4.	**Milk, Skim, White, 8 oz.**	75				$	$
TOTAL BID PRICE LOT 2 (Items 1-4)							$

TOTAL BID PRICE (Lots 1-2) $_____

BID FORM

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.

Bidder can meet the delivery requirements as specified in the Scope of Work.
___Yes___No

Bidder submitted a nutritional analysis of all milk products and juices.
____Yes ____No

Bidder can meet expiration requirements as specified in the Scope of Work.
____Yes ____No

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 proposal, 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 proposal.

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

BUSINESS CLASSICATION FORM

Legal Name of Bidder: _____

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. 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

BID RESPONSE

Name of Bidder: _____

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor, his employees or subcontractors to have **direct contact with students** on school property during regular school hours or during school-sponsored activities, the school board shall require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

As part of this submission, I certify that the employees of, or subcontractors to, the above mentioned contractor that will be providing services that require direct contact with students to the School Board under the resulting contract will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of the contract.

_____
Signature of Authorized Representative

_____
Printed Name of Authorized Representative

_____
Printed Name of Vendor
(if different than Representative

ATTACHMENT D
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 - $1,000,000 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

ATTACHMENT E
SCHOOL LOCATION LIST
2019-20

HENRICO COUNTY PUBLIC SCHOOL CAFETERIAS

Contact Person	School	Address	Phone Number
SNS Café Manager	Adams ES	600 S. Laburnum Ave., Henrico, VA 23223	804-226-8745
SNS Café Manager	Arthur Ashe ES	1001 Cedar Fork Rd., Henrico, VA 23223	804-343-6550
SNS Café Manager	Baker ES	6651 Willson Rd., Henrico, VA 23231	804-226-8755
SNS Café Manager	Brookland MS	9200 Lydell Dr., Henrico, VA 23228	804-261-5000
SNS Café Manager	Carver ES	1801 Lauderdale Rd., Henrico, VA 23233	804-750-2640
SNS Café Manager	Chamberlayne ES	8200 St. Charles Rd., Henrico, VA 23227	804-261-5030,5032
SNS Café Manager	Code RVA HS	2601 Durham St., Richmond, VA 23220	804-968-1820
SNS Café Manager	Colonial Trail ES	12101 Liesfeld Farm Dr., Glen Allen, VA 23059	804-364-0055
SNS Café Manager	Crestview ES	1901 Charles St., Henrico, VA 23226	804-673-3775
SNS Café Manager	Davis ES	8801 Nesslewood Dr., Henrico, VA 23229	804-527-4620
SNS Café Manager	Deep Run HS	4801 Twin Hickory Rd., Glen Allen, VA 23060	804-364-8038
SNS Café Manager	Donahoe ES	1801 Grave Rd., Sandston, VA 23150	804-328-4035
SNS Café Manager	Dumbarton ES	9000 Hungary Spring Rd., Henrico, VA 23228	804-756-3030
SNS Café Manager	Echo Lake ES	5200 Francistown Rd., Glen Allen, VA 23060	804-527-4672
SNS Café Manager	Elko MS	5901 Elko Rd., Sandston, VA 23150	804-328-4110
SNS Café Manager	Fair Oaks ES	201 Jennings Rd., Highland Springs, VA 23075	804-328-4085
SNS Café Manager	Fairfield MS	5121 Nine Mile Road, Henrico, VA 23223	804-328-4020
SNS Café Manager	Freeman HS	8701 Three Chopt Rd., Henrico, VA 23229	804-673-3700
SNS Café Manager	Gayton ES	12481 Church Rd., Henrico, VA 23233	804-360-0820
SNS Café Manager	Glen Allen ES	11101 Mill Rd., Glen Allen, VA 23060	804-756-3040
SNS Café Manager	Glen Allen HS	10700 Staples Mill Rd., Glen Allen, VA 23060	804-501-3300
SNS Café Manager	Glen Lea ES	3909 Austin Ave., Henrico, VA 23222	804-228-2725
SNS Café Manager	Godwin HS	2101 Pump Rd., Henrico, VA 23233	804-750-2600
SNS Café Manager	Greenwood ES	10960 Greenwood Rd., Glen Allen, VA 23059	804-261-2970
SNS Café Manager	Harvie ES	3401 Harvie Rd., Henrico, VA 23223	804-343-7010
SNS Café Manager	Henrico HS	302 Azalea Ave., Henrico, VA 23227	804-228-2700
SNS Café Manager	Hermitage HS	8301 Hungary Spring Rd., Henrico, VA 23228	804-756-3000
SNS Café Manager	Highland Springs ES	600 W. Pleasant St., Highland Springs, VA 23075	804-328-4045
SNS Café Manager	Highland Springs HS	15 S. Oak Ave., Highland Springs, VA 23075	804-328-4000
SNS Café Manager	Holladay ES	7300 Galaxie Rd., Henrico, VA 23228	804-261-5040
SNS Café Manager	Holman MS	4701 Pouncey Tract Rd., Glen Allen, VA 23059	804-346-1300
SNS Café Manager	Hungary Creek MS	4909 Francistown Rd., Glen Allen, VA 23060	804-527-2640
SNS Café Manager	Johnson ES	5600 Bethlehem Rd., Henrico, VA 23230	804-673-3735
SNS Café Manager	Kaechele ES	5680 Pouncey Tract Road, Glen Allen, VA 23059	804-364-8080
SNS Café Manager	Laburnum ES	500 Meriwether Ave., Henrico, VA 23222	804-228-2720
SNS Café Manager	Lakeside ES	6700 Cedar Croft St., Henrico, VA 23228	804-261-5050
SNS Café Manager	Longan ES	9200 Mapleview Ave., Henrico, VA 23294	804-527-4640

Contact Person	School	Address	Phone Number
SNS Café Manager	Longdale ES	9500 Norfolk St., Glen Allen, VA 23060	804-261-5095
SNS Café Manager	Maybeury ES	901 Maybeury Dr., Henrico, VA 23229	804-750-2650
SNS Café Manager	Mehfoud ES	8320 Buffin Rd., Henrico, VA 23231	804-261-7020
SNS Café Manager	Montrose ES	2820 Williamsburg Rd., Henrico, VA 23231	804-226-8765
SNS Café Manager	Moody MS	7800 Woodman Rd., Henrico, VA 23228	804-261-5015
SNS Café Manager	New Bridge	5915 Nine Mile Rd., Henrico, VA 23223	804-328-8120
SNS Café Manager	Nuckols Farm ES	12351 Graham Meadows Dr., Henrico, VA 23233	804-364-0840
SNS Café Manager	Pemberton ES	1400 Pemberton Rd., Henrico, VA 23233	804-750-2660
SNS Café Manager	Pinchbeck ES	1275 Gaskins Rd., Henrico, VA 23233	804-750-2670
SNS Café Manager	Pocahontas MS	12000 Three Chopt Rd., Henrico, VA 23233	804-364-0847
SNS Café Manager	Quioccasin MS	9400 Quioccasin Rd., Henrico, VA 23233	804-750-2630
SNS Café Manager	Ratcliffe ES	2901 Thalen St., Henrico, VA 23223	804-343-6535
SNS Café Manager	Ridge ES	8910 Three Chopt Rd., Henrico, VA 23229	804-673-3745
SNS Café Manager	Rivers Edge ES	11600 Holman Ridge Rd., Glen Allen, VA 23059	804-364-0896
SNS Café Manager	Rolfe MS	6901 Messer Rd., Henrico, VA 23231	804-226-8730
SNS Café Manager	Sandston ES	7 Naglee Ave., Sandston, VA 23150	804-328-4055
SNS Café Manager	Seven Pines ES	301 Beulah Rd., Sandston, VA 23150	804-328-4065
SNS Café Manager	Shady Grove ES	12200 Wyndham Lake Dr., Glen Allen, VA 23060	804-360-0825
SNS Café Manager	Short Pump ES	3425 Pump Rd., Henrico, VA 23233	804-360-0812
SNS Café Manager	Short Pump MS	4701 Pouncey Tract Rd., Glen Allen, VA 23060	804-360-0800
SNS Café Manager	Skipwith ES	2401 Skipwith Rd., Henrico, VA 23294	804-527-4650
SNS Café Manager	Springfield Park ES	4301 Fort McHenry Pkwy., Glen Allen, VA 23060	804-364-0850
SNS Café Manager	Three Chopt ES	1600 Skipwith Rd., Henrico, VA 23229	804-673-3755
SNS Café Manager	Trevvett ES	2300 Trevvett Dr., Henrico, VA 23228	804-261-5060
SNS Café Manager	Tuckahoe ES	701 Forest Ave., Henrico, VA 23229	804-673-3765
SNS Café Manager	Tuckahoe MS	9000 Three Chopt Rd., Henrico, VA 23229	804-673-3720
SNS Café Manager	Tucker HS	2910 Parham Rd., Henrico, VA 23294	804-527-4600
SNS Café Manager	Twin Hickory ES	4900 Twin Hickory Lake Dr, Glen Allen, VA 23060	804-360-4700
SNS Café Manager	Varina ES	2551 New Market Rd., Henrico, VA 23231	804-795-7010
SNS Café Manager	Varina HS	7053 Messer Rd., Henrico, VA 23231	804-226-8700
SNS Café Manager	Virginia Randolph	2204 Mountain Rd., Glen Allen, VA 23060	804-261-5085
SNS Café Manager	Ward ES	3400 Darbytown Rd., Henrico, VA 23231	804-795-7030
SNS Café Manager	Wilder MS	6900 Wilkinson Rd., Henrico, VA 23227	804-515-1100