COMMONWEALTH OF VIRGINIA

COUNTY OF HENRICO

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

IFB: # 20-1982-2YMD

February 12, 2020
Invitation for Bid
Ballistic Vests and Accessories

Subject: Annual contract to furnish all tools, labor and equipment necessary to provide inside delivery of Ballistic Vests and Accessories to the County of Henrico, Police Division, Sheriff's Office and General Services-Security, 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 **3:00 p.m.**, local prevailing time, **March 10, 2020** and will be opened and publicly read aloud.

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

This IFB and any addenda are available on the County of Henrico website at: https://henrico.us/finance/divisions/purchasing. To receive an email copy of this document please contact dan23@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 Yvonne Daniel at dan23@henrico.us by no later than **February 24, 2020.**

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

Yvonne M. Daniel, CPPB
Assistant Division Director

I. SCOPE OF WORK/SERVICES

The intent and purpose of this Invitation for Bid is to establish an annual contract with a qualified and authorized supplier to provide all tools, labor and equipment necessary to provide inside delivery of Ballistic Vests and Accessories to the County of Henrico, Police Division, Sheriff's Office, and General Services-Security (hereafter referred to as ("the County") on an as-needed basis during the term of the resulting contract.

Historical Data:

The County spent approximately the following on Ballistic and Accessories for the last two fiscal years. This data is provided for informational purposes only and does not bind the County to purchase any specified amount:

Fiscal Year	2017-2018	2018-2019
Approximate Amount Spent	$91,700.00	$106,900.00

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(s), other public bodies of the Commonwealth of Virginia may make purchases under the resulting contract(s) 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(s) agrees. The Successful Bidders(s) 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(s) 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(s) for use by other public bodies, but the Successful Bidder(s) may conduct such notification.

A. Specific Requirements

1. The order quantities stated are estimates only and nothing herein shall bind the County to purchase any specified amount.

   Deliveries shall be made to the following locations:

   Henrico County
   Division of Police
   Property Unit
   7721 Parham Road
   Henrico, VA 23228

   Henrico County
   Sheriff's Office
   4301 E. Parham Road
   Henrico, VA 23228

   Henrico County
   General Services-Security
   4301 E. Parham Road
   Henrico VA 23228

2. The items specified in this bid must be as specified, no substitute allowed. Product bid must be certified via NIJ 0101.06 standards or better in all categories and sizes, threat type: ballistic Level II and IIIA.

3. Prices quoted shall be FOB/Destination, inside delivery, with all shipping charges included in the bid pricing.

B. Specifications: Safariland-No Substitutes

Item #	Description
1	Ballistics Vest, Safariland , SBA 2.0 Ballistics 1219784-M SX Level II, A7 - Male Panel Set BA-2000S-SX02 1219784-U SX Level II, A5 - Female Unstructured Panel Set BA-2000S-SX02 1219785-F SX Level II, A5 - Female Structured Panel Set BA-2000S-SX02F, all sizes, Each vest to include 1 each SBA M1 Concealable Carrier
2	Ballistics Vest, Safariland SBA 2.0 Ballistics 1219793-M SX Level IIIA, A7 - Male Panel Set BA-3A00S-SX02 1219793-U SX Level IIIA, A5 - Female Unstructured Panel Set BA-3A00S-SX02 1219794-F SX Level IIIA, A5 - Female Structured Panel Set BA-3A00S-SX02F, all sizes. Each vest to include 1 each SBA M1 Concealable Carrier
3	Safariland SBA 2.0 M1 Concealable Carrier, 1218314, all sizes
4	Safariland Impac Handgun Threat Plate 1001618 Impac HT 5x7 Single Curve Rectangular 1003599 Impac HTF 5x7 Single Curve Rectangular Female 1001628 Impac HT 5x8 Single Curve Rectangular
5	Safariland SBA 2.0 V1 Carrier 1303562 V1 External Carrier, Side Opening, Clean 1303551 V1 External Carrier, Front Opening, Clean, all sizes
6.	Safariland SBA 2.0 V1 Carrier 1303560 V1 External Carrier, Side Opening, Advanced Webless System 1303549 V1 External Carrier, Front Opening, Advanced Webless System, all sizes
7.	Safariland SBA 2.0 V1 Carrier 1303564 V1 External Carrier, Side Opening, Fixed Pockets 1303554 V1 External Carrier, Front Opening, Fixed Pockets, all sizes
8.	Safariland SBA 2.0 V1 Carrier 1303548 V1 Firearms Instructor Carrier, Fixed Pockets, Red, all sizes
9.	Safariland 1219671 TP6PS Set of Any 6 TP Pouches

C. On-Site Sizing, Repair, Replacement and Maintenance Services

1. Successful Bidder shall provide on-site sizing, repair and maintenance services within 7 calendar days of notification by the Police Division, Sheriff's Office and General Services-Security must be able to provide a loaner replacement vest within 24 hours.

2. Successful Bidder shall provide replacement of vests and accessories that are damaged or otherwise not acceptable by the Division within 15 days of notification at no additional charge.

D. Warranty

All warranties either expressed or implied which are inherent in products specified shall be applicable to products furnished as the result of this solicitation, when bids are submitted. All products must have a standard manufactures warranty. Bidder shall provide warranty information on the Bid Form.

E. References

Bidder shall provide a listing of at least 3 recent references that meets or exceeds these requirements in providing these products. (See Attachment B)

F. Invoicing

1. The Successful Bidder shall submit monthly a complete and itemized invoice for the goods 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.

2. The Successful Bidder shall not combine invoices for the different departments using the contract. Each department shall be invoices separately.

3. If the Successful Bidder fails to provide monthly invoicing, or if invoices are calculated incorrectly, the County reserves the right to return all invoices to the Successful Bidder and payment will not be made until corrected invoices are received. No late fees shall be added to the invoice because of incorrect invoices not being paid. Billing errors must be kept to a minimum. Persistent errors may be grounds for cancellation of the contract. If a credit balance remains after the expiration or cancellation of the contract, the Successful Bidder shall pay the County the amount owed.

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

5. Notice of award or intent to award is posted on the Purchasing Division website: **https://henrico.us/finance/divisions/purchasing.**

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

E. Bid Security:

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

F. Bidder's Representation:

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

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

G. Bonds:

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

H. Collusion:

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

I. Compensation:

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

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

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

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

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

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

J. Contract Period:

1. The initial contract period shall be from date of award through March 31, 2021. Contract prices shall remain firm for the contract period.

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

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

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

K. Controlling Law; Venue

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

L. County License Requirement:

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

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

M. Default:

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

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

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

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

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

O. Employment Discrimination by Successful Bidder Prohibited:

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

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

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

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

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

P. Employment of Unauthorized Aliens Prohibited:

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

Q. Environmental Management:

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

R. General:

1. Sealed bids in accordance with the conditions, specifications, and instructions below and on the attached sheets or drawings hereto, if any, will be received in person or via special courier service in the Purchasing Division, Department of Finance, 8600 Staples Mill Road, Henrico, Virginia 23228-2360 or through the regular mail by the U.S. Postal Service, P.O. Box 90775, Henrico, Virginia 23273-0775 until, but no later than the time and date specified in the Invitation for Bid.

2. In the solicitation or awarding of contracts, the County of Henrico shall not discriminate because of the race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment.

3. The County of Henrico utilizes the Commonwealth of Virginia eVA Supplier Web Site for selection of Bidders. If your company is not registered, a supplier application is available on the eVA web site, http://www.eva.state.va.us

S. Indemnification:

The Successful Bidder agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico Public County Schools), the County's officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or

made available) by the Successful Bidder, provided that such liability is not attributable to the County's sole negligence.

T. Insurance:

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

U. Modification of Bids:

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

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

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

V. Negotiation with the Lowest Bidder:

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

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

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

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

W. No Discrimination against Faith-Based Organizations:

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

X. Opening of Bids:

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

2. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all

bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract (Va. Code § 2.2-4342C).

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

Y. Product Evaluation/Testing:

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

County of Henrico
Attention: Yvonne Daniel
Purchasing Division
8600 Staples Mill Road
Henrico, VA 23228

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

Z. Record Retention/County Audits:

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

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

AA. Safety:

1. The Successful Bidder shall comply with and ensure that the Successful Bidder's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational

Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Bidder shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and materials to safely accomplish the work specified and performed by the Successful Bidder.

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

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

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

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

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

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

CC. Subcontracts:

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

DD. Submission of Bids:

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

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

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

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

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

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

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

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

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

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

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

EE. Successful Bidder's Obligation to Pay Subcontractors:

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

2. Pay the subcontractor(s) for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor(s) under the contract; or

3. Notify the County and subcontractor(s), in writing, of their intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

4. The Successful Bidder shall pay interest to the subcontractor(s) on all amounts owed by the Successful Bidder that remain unpaid after seven (7) days following receipt by the Successful Bidder of payment from the County for work performed by the subcontractor(s) under the contract, except for amounts withheld as allowed in subparagraph 1.(b) of this section. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

5. The Successful Bidder shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor(s).

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

FF. Successful Bidder's Performance:

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

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

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

costs and attorneys fees, if any, and hold the County, its officers and employees, harmless therefrom.

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

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

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

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

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:

Subject to the limitations of Va. Code § 2.2-4342(F), trade secrets or proprietary information submitted by a Bidder in connection with this procurement transaction 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 § 2.2-4342(F)).

JJ. Use of Brand Names/Product Information:

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

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

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

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

1. A Bidder may withdraw its bid from consideration if the price bid was substantially lower than the next low responsive bid due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, or material made

directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

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

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

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

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

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

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

BID FORM

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

I/We hereby propose to furnish and provide inside delivery of Ballistic Vests and Accessories in accordance with the enclosed general terms, conditions and specifications contained in **IFB# 20-1982-2YMD**. The Bid Form must be completed in blue or black ink. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. My/Our prices are as follows:

Prices quoted shall be FOB Destination. Freight charges and any other charges shall be included in the bid price.

Quantities listed below are for bid evaluation purposes only. Actual usage may be more or less during the contract period. Bidder must bid on all line items to be considered for award.

Bidder shall bid Safariland, No Substitutes and offer only "one" unit price per each line item.

Item #	Description	Estimated Annual Quantity	Unit Price	Total Price
1	Ballistics Vest, Safariland, SBA 2.0 Ballistics 1219784-M SX Level II, A7 - Male Panel Set BA-2000S-SX02 1219784-U SX Level II, A5 - Female Unstructured Panel Set BA-2000S-SX02 1219785-F SX Level II, A5 - Female Structured Panel Set BA-2000S-SX02F, all sizes. Each vest to include 1 each SBA M1 Concealable Carrier, all sizes	110 each	$	$
2	Ballistics Vest, Safariland SBA 2.0 Ballistics 1219793-M SX Level IIIA, A7 - Male Panel Set BA-3A00S-SX02 1219793-U SX Level IIIA, A5 - Female Unstructured Panel Set BA-3A00S-SX02 1219794-F SX Level IIIA, A5 - Female Structured Panel Set BA-3A00S-SX02F, each vest to include 1 each SBA M1 Concealable Carrier, all sizes	10 each	$	$

BID FORM

Item #	Description	Estimated Annual Quantity	Unit Price	Total Price
3	Safariland SBA 2.0 M1 Concealable, 1218314, all sizes	120 each	$	$
4	Safariland Impac Handgun Threat Plate 1001618 Impac HT 5x7 Single Curve Rectangular 1003599 Impac HTF 5x7 Single Curve Rectangular Female 1001628 Impac HT 5x8 Single Curve Rectangular	120 each	$	$
5	Safariland SBA 2.0 V1 Carrier 1303562 V1 External Carrier, Side Opening, Clean 1303551 V1 External Carrier, Front Opening, Clean, all sizes	50 each	$	$
6.	Safariland SBA 2.0 V1 Carrier 1303560 V1 External Carrier, Side Opening, Advanced Webless System 1303549 V1 External Carrier, Front Opening, Advanced Webless System, all sizes	50 each	$	$
7.	Safariland SBA 2.0 V1 Carrier 1303564 V1 External Carrier, Side Opening, Fixed Pockets 1303554 V1 External Carrier, Front Opening, Fixed Pockets, all sizes	50 each	$	$
8.	Safariland SBA 2.0 V1 Carrier 1303548 V1 Firearms Instructor Carrier, Fixed Pockets, Red, all sizes	50 each	$	$
9.	Safariland1219671 TP6PS Set of Any 6 TP Pouches	50 each	$	$

Total Bid Price (Items 1-9) $ _____

Warranty Period _____

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.

I/We can furnish and deliver all items within _____ calendar days after the date of the written notice to proceed with the contract from the County.

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 bid as submitted complies with all requirements specified in this Invitation for Bid ("IFB").

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

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

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

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, email address and telephone number of the contact person.

   1. Date: _____
      Client: _____
      Address: _____
      Contact Person: _____
      Phone Number: _____
      Email: _____

   2. Date: _____
      Client: _____
      Address: _____
      Contact Person: _____
      Phone Number: _____
      Email: _____

   3. Date: _____
      Client: _____
      Address: _____
      Contact Person: _____
      Phone Number: _____
      Email: _____

ATTACHMENT C
Insurance Specifications
County of Henrico

The following insurance 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 shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder, and shall deliver a Certificate of Insurance from carriers 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 certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.** 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 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 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, if checked:

☐ **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 Protected Health Information (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's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. 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