

COUNTY OF HENRICO



DEPARTMENT OF FINANCE
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

IFB: #20-2010-5LOC

May 21, 2020

Invitation for Bid

Annual Contract for Moving Services

Subject: Annual contract to furnish all tools, labor, materials, equipment, vehicle, and supervision necessary to provide inside delivery of Moving Services to County of Henrico and Henrico County Public Schools (HCPS), 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 and accepted through eVA, the Commonwealth of Virginia's Procurement Portal (<https://eva.virginia.gov>) no later than **11:30 a.m.**, local prevailing time, **June 16, 2020** and will be opened and publicly read aloud through a WebEx meeting at <https://henrico.webex.com/meet/col119> and by phone at 1(415) 655-0002 US Toll; Access Code 470 001 858. The WebEx meeting line will be made available for joining five (5) minutes prior to public opening.

This IFB and any addenda are available on eVA and the County of Henrico website at: <https://henrico.us/finance/divisions/purchasing>. To receive an email copy of this document please contact COL119@henrico.us

Time is of the essence, and no bids will be received after the appointed time for submission. The time for the receipt of bids shall be determined by the time clock in eVA. Bidders are responsible for ensuring that their bid is submitted in eVA by the deadline indicated.

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 or bid submissions through eVA, please contact Leisel Collins at COL119@henrico.us by no later than **May 28, 2020**.

Henrico County declared a state of emergency on March 13, 2020 due to the COVID-19 pandemic. The County is operating under a plan of reduced operations and implementing measures to limit the spread of COVID-19. The County is no longer accepting sealed bids physically and all Bidders must submit sealed bids in eVA.

Very truly yours,

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

Leisel Collins, VCA, VCO
Procurement Analyst III

I. SCOPE OF WORK/SERVICES

The intent and purpose of this Invitation for Bid (IFB) is to establish a term contract with one (1) or more qualified firm(s) to furnish all tools, labor, materials, equipment, vehicle, and supervision necessary to provide Moving Services to County of Henrico, Virginia and Henrico County Public Schools (“HCPS”), as needed and requested in accordance with the enclosed general terms, conditions and specifications. As used in this IFB, the term “County” refers to County of Henrico, Virginia and HCPS.

The County spent approximately the following on Moving Services in the past three (3) fiscal years. This data provided is for information purposes only and does not bind the County to purchase any specified amount:

Fiscal Year	2017-2018	2018-2019	7/2019-5/2020
Approximate Amount Spent:	\$ 60,235.63	\$ 87,454.51	\$ 39,330.07

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 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 Bidder(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 for use by other public bodies, but the Successful Bidder(s) may conduct such notification.

A. GENERAL REQUIREMENTS:

1. Bidder(s) shall examine carefully the scope of work/services, general terms, conditions and specifications to become fully aware of the requirements prior to submitting a bid for this contract.
2. The Successful Bidder(s) shall be responsible for complying with all applicable federal, state, and local government laws, ordinances, regulations including but not limited to, Moving Industry standards, Virginia Department of Transportation (VDOT), Office of Safety and Health Administration (OSHA), and Virginia Occupational Safety and Health (VOSH).
3. Successful Bidder(s) must have been in business for a minimum of three (3) years providing Moving Services.
4. Successful Bidder(s) shall perform all work under this contract with the Successful Bidder's own forces and shall NOT subcontract any portion of the work or contract without the prior written consent of the County.

5. Successful Bidder(s) shall provide all moving materials required by the County for complete and professional moving services, such as boxes, protective wrapping materials, labels, trucks, dollies, hand trucks, blankets, elevator protectors, wheeled packing crates, etc.
6. Successful Bidder(s) shall provide crews to disassemble systems furniture, pack it, and transport to installation sites.
7. Successful Bidder(s) must have sufficient vehicles/equipment and personnel to be considered for contract award.
8. Successful Bidder(s) shall provide quality moving services for the relocation of all types of office furniture, equipment, and other property to include but not limited to desktop computers, server racks, servers, office copiers and all sorters, electronic filing systems, faxes, boxes, antique furniture and special items, belongings, etc.
9. It is critical that County staff are aware of visitors at all times. Each individual reporting to work at any County facility must follow the reporting procedures given during the on-boarding meeting.

B. SPECIFICATIONS:

1. Successful Bidder(s) shall be responsible for walking the areas to be relocated and defining the moving materials and personnel needed for the performance of each project. The County's authorized representative will identify all project work for the Successful Bidder(s) to perform including all equipment, furniture, and other articles to be moved, location of elevators (if applicable), and building entrances and parking locations that Successful Bidder(s) may utilize.
2. Successful Bidder(s) shall provide the County's authorized representative with a written estimate of the costs to complete the project.
3. Successful Bidder(s) shall provide the appropriate size of truck(s) for the move and access to the move. Successful Bidder(s) shall be responsible for evaluating the move site to assure that maximum access is achieved.
4. Successful Bidder(s) shall assign a supervisor to manage move activities, truck driver, and all Successful Bidder's moving personnel. The Successful Bidder's supervisor shall work with the County's authorized representative on the coordination and management of all move activities to assure a smooth move with minimum disruptions, loss of items and misplacement of items. When requested by the County, the Successful Bidder's supervisor shall meet with the authorized representative and employees to be relocated and review how the packing should be done, provide a written instructions and/or training on how to pack boxes, how to pack up the personal computers, how to label the items to be moved, etc. Ideal condition is that the Successful Bidder(s) shall provide wheeled packing crates that can accommodate a complete contents move with the exception of file cabinets and bookcases. This method of moving has reduced the down time for the County employees and allows them to work up until the move date and allows for expedient unpacking.
5. The County employees will be responsible for packing and putting label on boxes, wheeled packing crates, furniture, and equipment (including keyboards, monitors, laptops, and cables will be wrap together with tape and taped to the computer for Successful Bidder's personnel to move together as a unit), etc.

6. Successful Bidder(s) will not be held responsible for concealed damage due to faulty or poor packing. Successful Bidder(s) shall advise the County's authorized representative whenever faulty packing is a concern. Successful Bidder(s) shall provide a packing list to the County's authorized representative identifying all picked-up/delivered items and quantities. Upon receipt, the County's authorized representative will verify all quantities and report to Successful Bidder(s) any discrepancies for corrective action.
7. Successful Bidder(s) shall protect any and all equipment according to the methods commonly accepted by the industry. Successful Bidder(s) shall disassemble/dismantle any item, as necessary and mutually agreed upon, to facilitate moving and shall reassemble at the new location.
8. The County may request Successful Bidder(s) to provide personnel to pack items for moving. Upon advance notice by the County's authorized representative, the Successful Bidder(s) shall provide packing crews in accordance with the project requirements. Successful Bidder(s) will be held responsible for concealed damage due to faulty or poor packing.
9. Successful Bidder(s) shall provide moving services for transporting items to the County's Surplus location.
10. Servers, Server Racks, and Computer Room Equipment - Successful Bidder(s) shall move equipment as directed by the County's authorized representative. The County will remove drives from all equipment prior to moving and will back up all systems prior to moving. The County will also have the need for the Successful Bidder(s) to move servers with the racks.
11. Filing Systems - Successful Bidder(s) shall move as many file cabinets as possible; loaded and emptied. Successful Bidder(s) shall provide direction to the County authorize representative on which file cabinets need to be emptied and which ones can be moved loaded.
12. Antique Furniture and Special Items - Successful Bidder(s) shall provide white glove moving services of antique furniture and special items located in buildings that require moving. Successful Bidder(s) shall protect these items from damage during moving.
13. Unpacking and Trash Removal - Upon completion of relocation/moving services, Successful Bidder(s) shall remove all trash accumulated as a result of the move and unpacking prior to leaving the County's site. Boxes unpacked while Successful Bidder(s) is on site and unused packing materials shall be picked up and returned to Successful Bidder(s), after the quantities are mutually agreed upon. The Successful Bidder(s) shall credit the County for the boxes returned up to seven (7) days following the completion of the project. The Agency cannot require Successful Bidder(s) to remove any other trash other than packing materials, etc. from the move. Successful Bidder(s) will not be required to remove any other County generated trash.
14. Elevators, Floors and Grounds - Weight limits of elevators shall not be exceeded. All elevators authorized for use shall be protected by Successful Bidder by the use of proper padding and/or 1/4" plywood provided by Successful Bidder(s). Successful Bidder(s) shall provide a protective material as appropriate to adequately protect all floors and/or carpets to prevent damage while moving the items. Similar care shall be taken to prevent damage to grounds, shrubs, etc.
15. Building Entrance and Parking – The County's authorize representative will identify the building entrance and parking locations during the moving operation. The County **WILL NOT** be responsible for any parking tickets that Successful Bidder(s) obtain as a result of illegal parking.

C. WORK ESTIMATES AND APPROVALS:

1. Successful Bidder(s) shall prepare and submit to the County's authorized representative a detail written estimate to include department requesting services, service being requested, man hours by labor categories, labor rates, vehicle with driver rates, and moving materials price which will be required to perform moving project. NOTE: The actual charges invoiced shall not exceed the written estimate. Time for the completion of each project shall be jointly estimated and agreed upon by both the County's authorized representative and the Successful Bidder's supervisor. Move shall be performed only after receipt of written authorization to proceed from the County's authorized representative.
2. Upon acceptance and approval of the work estimate, the county will Purchase Order to which will incorporate the Successful Bidder's estimate and the agreed upon starting and completion dates. All project shall be completed within the time set forth on the Purchase Order.
3. The Successful Bidder shall not perform work which would result in exceeding the dollar limitation of the Purchase Order without first having obtained written approval from the County's authorized representative, and a Change Order from the Purchasing Department.
4. Failure to meet the time requirements established on the work estimate and Purchase Order, and the Change Order may result in the Successful Bidder(s) being considered in default of the Terms and Conditions of this Contract.

D. VEHICLES/EQUIPMENT:

1. **Bidder(s) shall provide with their Bid Form, a list of proposed vehicles/equipment suitable for the intended purpose and dedicated in the performance of this Contract. The County in its sole discretion shall determine whether the vehicles/equipment offered is considered suitable and adequate. Failure to complete the Vehicles/Equipment List (see Attachment E) of proposed vehicles/equipment will cause your bid to be declared non-responsive.**
2. The vehicles/equipment offered shall be of adequate size, quantity, capacity, properly equipped, and suitable at all times for the performance of moving services. Successful Bidder(s) vehicles/equipment at a minimum shall include but not limited to:
 - a) All vehicles/equipment must be clearly marked with the Successful Bidder's company name.
 - b) Some vehicles/equipment will require a Commercial Driver's License (CDL) with the proper endorsements as required by the Department of Motor Vehicles. The Successful Bidder must be able provide proof of license upon request.
 - c) All items necessary for the operation of the vehicles/equipment are the responsibility of the Successful Bidder. These responsibilities include but are not limited to providing drivers, fuel, oil, necessary lights, and maintenance to the vehicle.
3. The County reserves the right to inspect and approve all vehicles/equipment at various intervals during the term of a resulting contract. Failures to promptly correct deficiencies of required equipment shall be considered just cause for termination of the contract.

E. DAMAGES TO PROPERTY:

1. The Successful Bidder shall take adequate precautions to protect all property from any damage and shall be responsible for any such damage caused by Successful Bidder's personnel while performing the provision of the Contract. The Successful Bidder's Supervisor shall notify the County's authorized representative immediately of any accident involving injury or damage to private or County property.
2. The Successful Bidder shall replace or restore to its original condition, any damaged property at no cost to the property owner or the County.

F. WORKING HOURS AND HOURLY RATES:

1. Successful Bidder(s) shall perform moving services during or outside of normal work hours. Successful Bidder(s) and the County's authorized representative shall coordinate and mutually agree upon time for moving activities. The County will not pay for travel time, lunch or breaks. The County's normal work hours are as follows:
 - a) **General Government:** Monday to Friday from 7:00 a.m. through 4:30 p.m.
 - b) **HCPS:** Monday to Friday from 7:00 a.m. through 3:30 p.m. and summer hours shall be Monday to Thursday from 6:00 a.m. through 4:00 p.m. **Work must not interfere with school activities or when conducting testing (SOLs).**
2. Successful Bidder(s) shall not be permitted to work on Saturday, Sunday or any County holidays without the prior approval and consent by the County's authorized representative. The County holidays are as follows:
 - a) **General Government:** New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Day after Thanksgiving, Christmas Eve, and Christmas Day
 - b) **HCPS:** New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and day after Thanksgiving, Christmas Eve, Christmas Day, and winter break (vary yearly).
3. Bidder(s) shall provide their company normal business hours and holidays on the Bid Form.
4. The Successful Bidder(s) will be required to have hours worked certified at the job site by the County's authorized representative.
5. **Bids received with a minimum charge stipulation will be considered non-responsive.**
6. Hourly rates shall be per man hour and include all overhead, profit, insurance, union pension fund or contributions, workmen's compensation, unemployment insurance, social security, supervision and any type of truck fees. **Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of Successful Bidder's owned or rental equipment is not chargeable directly but is overhead and the cost shall be included in the hourly rate.**
7. **Normal Hourly Rate:** Successful Bidder(s) shall be paid the normal hourly rate for moving services performed and completed during County normal work hours.

8. Overtime Hourly Rate: Successful Bidder(s) shall be paid overtime hourly rates for services performed outside normal work hours, Saturday, Sunday or any General Government and HCPS holidays. Overtime hours shall be considered for work requested and approved by the County authorized representative to be performed outside of normal work hours. If work must be carried over and the Successful Bidder wishes to continue to work beyond the County's normal working hours, authorization for overtime work must be obtained from County authorized representative prior to proceeding.

G. SUCCESSFUL BIDDER'S PERFORMANCE:

1. All work performed by the Successful Bidder(s) shall be done in a professional, workmanlike manner and satisfactory to the County's authorized representatives.
2. Upon reporting of unsatisfactory performance by the County's authorized representatives, the Successful Bidder(s) shall immediately initiate corrective action. In the event, the Successful Bidder(s) cannot be reached, has not responded, or have not initiated corrective action for the missed and/or unsatisfactory performance, the County has the right to immediately complete the work to its satisfaction, through use of outside contractors. **NOTE: Communication between the Successful Bidder(s) and County's authorized representatives is imperative with this Contract.**
3. Any damage to existing utilities, equipment, furniture, or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the Successful Bidder(s) expense.
4. The County's authorized representative will perform inspections and notify Successful Bidder(s) of discrepancies. The Successful Bidder(s) shall be required to accompany the County's authorized representative on follow-up inspections.

H. SUCCESSFUL BIDDER'S PERSONNEL IDENTIFICATION:

1. Successful Bidder(s) shall provide sufficient personnel to perform the duties described in the Scope of Work/Services. **Bidder(s) shall provide a count of employed personnel to be used for the performance of this contract on Bid Form. Failure to provide this count may cause your bid to be declared non-responsive.**
2. Successful Bidder(s) personnel and vehicles shall be easily identifiable with company's name and logo while on County property. Successful Bidder(s) agrees that all personnel shall wear proper safety clothing, footwear, and applicable protective equipment in accordance with all applicable federal, state and local government laws, ordinances, and regulations as specified in section I.A.2. while performing the duties of the contract.
3. All personnel of Successful Bidder(s) shall conduct themselves in a professional manner. The Successful Bidder(s) shall be responsible at all times for the actions and work of its personnel who shall observe and comply with all regulations of the County; failure to observe such regulations will be grounds for removal from County property.
4. Successful Bidder(s) and their personnel shall comply with the following requests while working in the County of Henrico property:
 - a) Successful Bidder(s) shall instruct their personnel that no gratuities shall be solicited or accepted for any reason whatsoever from County of Henrico personnel or other persons using the premises.

- b) Use, consumption, and/or possession of any controlled substance, substances considered to be illegal, and alcohol are strictly prohibited on County property. Successful Bidder(s) personnel and their vehicles are subject to search by Police during routine County-wide searches. "County property" includes land, buildings, facilities, parking lots, roadway, playgrounds, recreational areas and vehicles owned or rented by County of Henrico.
 - c) Use or possession of weapons, firearms, or archery equipment of any types, including those intended for hunting, are strictly prohibited on County property. Construction workers and their vehicles are subject to search by Police during routine County-wide searches. "County property" includes land, buildings, facilities, parking lots, roadway, playgrounds, recreational areas and vehicles owned or rented by County of Henrico.
 - d) Use of vulgar, suggestive, or abusive language and/or gestures is strictly prohibited on County property. "County property" includes land, buildings, facilities, parking lots, roadway, playgrounds, recreational areas and vehicles owned or rented by County of Henrico.
 - e) Use of radios, stereos, compact disc players, and/or other noise producing equipment shall be deemed unacceptable if they are disruptive to the work environment.
5. The County's authorized representative reserves the right to reject or have removed any of the Successful Bidder's personnel, if the County's authorized representative deems that individual to be unfit to work in any part or all capacities. Any such request shall be made only to Successful Bidder(s) or his/her supervisory personnel.

I. INVOICING:

- 1. Invoices shall include contract number, purchase order number, dates of service, cost for services based on the contract rate, and completed project certification. No payment will be made for work in progress on the prescribed payment dates. Work completed will be verified in writing by the County's authorized representative and Successful Bidder's Supervisor on an agreeable format.
- 2. In the event the Successful Bidder fails to prepare the invoice as requested or if charges are calculated incorrectly, the County reserves the right to return the comprehensive invoice to the Successful Bidder and payment will not be made until all corrections are received by the respective department.
- 3. Successful Bidder(s) shall submit invoices for completed work to the address provided on the Purchase Order provided by the County.

J. REFERENCES:

Bidder(s) shall provide a listing of at least three (3) recent references for which you have provided Moving Services that is equal to or greater than the scope of work/services of this IFB. (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 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 – Bid Evaluation.** (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 June 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 Contractor shall comply with all applicable federal, state, and local environmental regulations. The Contractor 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 Contractor shall be properly trained and have any necessary certifications to carry out environmental responsibilities. The Contractor 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 through eVA, the Commonwealth of Virginia's Procurement Portal (<https://eva.virginia.gov>) until, but no later than the time and date specified in the Invitation for Bid. **Sealed bids will only be accepted through eVA.**
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 any time prior to the time and date set for the receipt of bids.
2. Modified and withdrawn bids may be resubmitted through eVA 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 Code 16-48).
2. After bid negotiations, the lowest responsible Bidder shall submit an addendum to its bid, which addendum shall include the change in scope for the proposed purchase, the reduction in price and the new contract value.
3. If the proposed addendum is acceptable to the County, the County may award a contract within funds available to the lowest responsible Bidder based upon the amended bid.
4. If the County and the lowest responsible Bidder cannot negotiate a contract within available funds, all bids shall be rejected.

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 by the Purchasing Division through eVA, the Commonwealth of Virginia's Procurement Portal (<https://eva.virginia.gov>) will be opened and publicly read aloud through a WebEx meeting at <https://henrico.webex.com/meet/col119> and by phone at 1(415) 655-0002 US Toll; Access Code 470 001 858. The WebEx meeting will be made available for joining five (5) minutes prior to public opening.
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: Leisel Collins
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.

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 through eVA. **The Purchasing Division shall not accept oral bids or bids received by telephone, telecopier (FAX machine), email or hard copy submissions. Bids will only be accepted through eVA.**
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. Bidders must upload and submit all required documents and pricing by the time and due date for the Bids. eVA will automatically determine the time for the receipt of Bids. eVA will not permit a Bidder to submit a Bid after the time for receipt of bids. Bidders bear all responsibility for ensuring their Bids and supporting documentation are submitted on time. The County bears no responsibility for a Bidder's inability to submit a complete Bid submission timely for any reason, any problems with internet connectivity, or the Bidder inability to access eVA. Bidders are encouraged to submit bids with sufficient time to resolve any technical problems they may experience.
7. The time for the receipt of bids shall be determined by the time clock in eVA. Bidders are responsible for ensuring that their bids are submitted in eVA by the deadline indicated.
8. All bids received in eVA by the deadline indicated will be kept sealed and unopened until the time and date set for the opening of bids.
9. 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.

LL. Occupational Safety & Health Policy Statement

The Contractor shall comply with all applicable federal, state, and local occupational safety and health standards. The Contractor 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 Contractor shall be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Contractor shall immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

MM. 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 services.

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

NN. 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.

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 all tools, labor, materials, equipment, vehicle, and supervision necessary to provide Moving Services to County of Henrico and Henrico County Public Schools (HCPS), in accordance with the enclosed general terms, conditions and specifications contained in **IFB #20-2010-5LOC**. 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 associated cost shall be included in all bid prices.

Price shall include all associated cost for tools, labor, materials, vehicles/equipment, supervision, fuel, mobilization, and any incidentals required to complete the work of this contract.

Quantities and hours listed are for bid evaluation purposes only. Actual usage could be more or less during the contract period.

PRICING SCHEDULE:

Classifications	Rate Per Man Hour
Supervisor/Driver - Normal Hourly Rates	\$
Supervisor/Driver - Overtime Hourly Rates	\$
Moving Crew - Normal Hourly Rates	\$
Moving Crew - Overtime Hourly Rates	\$
Packer - Normal Hourly Rates	\$
Packer - Overtime Hourly Rates	\$
Vehicle 14' Van Body Truck	\$
Vehicle 24' Van Body Truck	\$
Moving Materials	Rate Per Item
Return Legal Corrugated Boxes	\$
Return Letter Corrugated Boxes	\$
Non-Return Legal Corrugated Boxes	\$
Non-Return Letter Corrugated Boxes	\$
Packing Labels (50 per pack)	\$
Wheeled Packing Crates	\$

BID EVALUATION:

Bidder(s) shall complete column B using the Rates provided in the Pricing Schedule above and completing the formulas provided in column D. PLEASE NOTE THE QUANTITIES AND HOURS LISTED ARE ESTIMATES ONLY.

Scenario: The County is relocating the Purchasing department from 1520 Parham Road to 8600 Staples Mill Road. Base on the site visits between the County’s authorized representation and the Successful Bidder’s supervisor, the quantities and hours listed was estimated to complete the project. In addition to the Supervisor/Drivers and Moving Crews, the County requested five (5) Packers to arrive one day before the move date to assist the Purchasing employees with pacing.

	A	B	C	D
Descriptions	Estimated Quantities	Rate Per Man Hour	Estimated Hours	Extended Price (A x B) x C = D
Supervisor/Driver - Normal Hourly Rate	2	\$	9	\$
Supervisor/Driver - Overtime Hourly Rate	2	\$	7	\$
Moving Crew - Normal Hourly Rate	10	\$	9	\$
Moving Crew - Overtime Hourly Rate	10	\$	7	\$
Packer - Normal Hourly Rate	5	\$	5	\$
Packer - Overtime Hourly Rate	5	\$	3	\$
Vehicle 14' Van Body Truck	1	\$	16	\$
Vehicle 24' Van Body Truck	1	\$	16	\$
Moving Materials	Estimated Quantities per Item	Rate Per Item		Extended Price A x B = D
Return Legal Corrugated Boxes with Packing Labels	50	\$		\$
Return Letter Corrugated Boxes with Packing Labels	100	\$		\$
Non-Return Legal Corrugated Boxes	10	\$		\$
Non-Return Letter Corrugated Boxes	0	\$		\$
Wheeled Packing Crates	5	\$		\$
TOTAL BID PRICE – BID EVALUATION:				\$

BID FORM

I/We have _____ personnel to be used in the performance of this contract.

I/We have included the completed Vehicles/Equipment Form (Attachment D) with my/our Bid Form.
_____ Yes _____ No.

My/Our Normal Business Hours are: _____

My/Our company holidays are: _____

Emergency telephone number to call on a 24 hour a day basis to request service:

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”) 20-2010-5LOC – Annual Contract for Moving Services.

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

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

LEGAL NAME OF BIDDER (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
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 those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

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

ATTACHMENT B

BIDDER'S REFERENCE SHEET

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

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

2. Reference:

Indicate below a listing of at least three (3) recent references for which you have provided Moving Services that is equal to or greater than the scope of work/services of this IFB. 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

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 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 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

ATTACHMENT E

VEHICLES/EQUIPMENT LIST

All Bidders responding to this IFB are required to provide a list of proposed vehicles/equipment to be used in the performance of this Contract. Failure to provide this list will render your bid non-responsive.

- Name of Business: _____
- Name of Owner or Chief Executive Officer: _____
 Telephone Number: _____
- All equipment that will require inspection by the County prior to Notice of Award is listed below.
 - In Column 1 place an “O” beside each piece of owned equipment. Place N/A in any block (YEAR/MAKE/MODEL/CAPACITY/ID#/VIN) that does not apply to equipment
 - In Column 1 place an “R” beside each piece of equipment that will be rented or leased.
 - In Column 1 place a “P” beside each piece of equipment that is to be purchased.
 - For rented, leased or purchased equipment no detail (Year/Make/Model/Capacity/ID#/VIN) is required at time of bid submission.
 - See #4 below for rented, leased or purchased equipment requirements.
 - The County may inspect any equipment used in the performance of this contract at any time during the performance of this contract. Any substitutes for equipment listed below must be inspected and approved prior to being used in performance of this contract.

O, R, P	DESCRIPTION	YEAR	MAKE	MODEL	CAPACITY	ID #/VIN

4. Rented/leased equipment - Prior to Notice of Award the County shall require the Bidder to provide a letter from the applicable entity on company letterhead stating the type of equipment with detailed equipment description and availability for the duration of the contract period, for any equipment intended for use to perform services of this IFB. This letter must be provided to the Purchasing Division within 2 business days of request or the Bidder will be deemed non-responsive.

Future equipment purchase - Prior to Notice of Award, the County shall require the Bidder to provide proof of purchase with detailed equipment description and confirmed delivery date for any equipment intended for use to perform services of this IFB. This proof of purchase must be provided to the Purchasing Division within 2 business days of request or the Bidder will be deemed non-responsive. All purchased equipment must be available by date of award.

5. Is any of the equipment listed above currently committed on any other contract (County/Non-County) contracts? ___Yes___ No

If yes, identify which equipment (year/make/model/ID/VIN), where the equipment is committed, contract number(s), name the party to the contract and location.
