



COMMONWEALTH OF VIRGINIA

COUNTY OF HENRICO

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

IFB No. 22-2289-1LOC

February 1, 2022
Invitation for Bid

Annual Contract for HVAC Maintenance and Repair Services

Subject: Annual contract to furnish all tools, labor, equipment, and supervision necessary to provide HVAC Maintenance and Repair Services of various manufacturer equipment to County of Henrico, Virginia General Government 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, **February 23, 2022** and will be opened and publicly read aloud through a WebEx meeting at <https://henrico.webex.com/meet/col119> or by phone at 1(415) 655-0002 US Toll; Access Code 473 662 308#. The WebEx meeting line will be made available for joining five (5) minutes prior to public opening.

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.

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.

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

This IFB and any addenda are available on the County of Henrico, Virginia website at <https://henrico.us/finance/divisions/purchasing>, and on eVA at <https://eva.virginia.gov/>.

Should you have any questions concerning this Invitation for Bid or bid submissions through eVA, please contact Leisel Collins at COL119@henrico.us no later than **February 9, 2022**.

Very truly yours,

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

Leisel O. Collins, CPPB, VCO, VCA
Assistant Division Director

I. SCOPE OF WORK/SERVICES

A. Purpose.

The intent and purpose of this Invitation for Bid (IFB) is to establish a term contract with two (2) or more qualified suppliers to furnish all tools, labor, materials, equipment, and supervision necessary to provide HVAC Maintenance and Repair Services of various manufacturers equipment to County of Henrico, Virginia General Government 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 terms “County of Henrico” and “Henrico County Public Schools (HCPS)” refer to the County. This solicitation and resulting contract shall not require or permit the Successful Bidder to replace entire systems or major (high value) components on a “furnish and install” basis.

B. Historical Data.

Below demonstrates the historical purchase of HVAC Maintenance and Repair Services for the last two fiscal years. This information is provided for informational purposes only with no guarantee to purchase a specific amount on the resultant contract from this solicitation.

Fiscal Year	2020 - 2021	7/2021 – 1/2022
Approximate Amount Spent:	\$ 493,059.06	\$ 303,331.17

C. Cooperative Procurement.

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

D. Specifications.

1. The Successful Bidder(s) shall provide maintenance and repair services of HVAC equipment to include but not limited to: cooling towers, fluid coolers, plate/frame and shell/tube heat exchangers, boilers (that provide heat as part of the HVAC system), kitchen hoods, roof top units, heat pumps, chilled and hot water coils, makeup air units, package and split system, exhaust fans, water source heat pumps, package energy recovery and dehumidification units, VAVs, various types air handlers, PTACs , unit ventilators, terminal boxes, fan coil units, VRF systems, split systems (a/c and heat pump), outdoor air units, pumps (chilled water, hot water), pneumatic control systems, air compressors, centrifugal, chillers (General Government), and HVAC controls, piping, insulation, test and balance.

2. The Successful Bidder(s) shall provide maintenance and repair of manufacturer HVAC equipment to includes but not limited to: code compliance, calibration, seasonal startup and inspections, water and air balance services, electrical work, digital and pneumatic controls, welding, pipe fitting, sheet metal, insulation, mechanical alignment service, coil cleanings, shell & tube cleaning, chiller oil analysis, and other electrical work as required by the County. NOTE: The seasonal startup and inspection shall include an oil analysis and general condition check of equipment compressors, condenser fan motors and blades (if equipped), unit wiring, refrigerant and coil and/or evaporator and condenser condition (water cooled).
3. The Successful Bidder(s) shall provide 24-hour emergency services as needed and requested to include service request for maintenance and repairs. All emergency repairs must be approved by the County's authorized representative.
4. The County's authorized representatives will work with the Successful Bidder(s) to request maintenance and repair services of HVAC equipment. It is imperative the Successful Bidder work with the County's authorized representation to coordinate these services.
5. The Successful Bidder(s) shall adhere to the following procedure upon receipt of maintenance service requests:
 - a) Service technician must report to job site and meet with the County's contact personnel before servicing equipment and before leaving job site.
 - b) Submit a service report/ticket to the County's authorized representatives of work performed and any deficiencies other than minor repairs. If additional repairs are required, The Successful Bidder(s) shall submit a proposal with details of the deficiencies and estimated cost to correct the deficiencies.
 - c) Proposals must be identified with a number traceable to an invoice number and the Contract number.
6. Upon request for repair services, the Successful Bidder(s) shall prepare and submit a detail written proposal to the County's authorized representatives with the estimated cost to repair the HVAC equipment. The County will obtain repair estimates from multiple sources prior to authorizing the Successful Bidder to proceed with repair. The proposal shall include the following:
 - a) A number traceable to an invoice number and the contract number
 - b) Name and address of job sites
 - c) Type of HVAC equipment and model number
 - d) Description of repair services to be perform
 - e) Number of man hours, labor rate(s), and labor category
 - f) List of material, parts, and components which will be required to perform the repair
 - g) Start and completion dates (time involved for each job shall be jointly estimated by the County and the Successful Bidder(s))
7. Upon acceptance and approval of the proposal, the County will issue a Purchase Order which shall include the Successful Bidder's proposal with a "not to exceed" cost and the agreed upon starting and completion dates. No work shall be undertaken by the Successful Bidder(s) until a written Purchas Order has been received. All work shall be completed within the time set forth in the Purchase Order. Failure to meet the time requirements established on the Purchase Order, without prior approval from the Contract Administrator or County's authorized representation, may result in the Successful Bidder being considered in default of the Terms and Conditions of this Contract.

8. The Successful Bidder shall not perform work which would result in exceeding the dollar limitation of the Purchase Order without first having obtained approval from the Contract Administrator or County's authorized representation, and a Change Order from the Purchasing Department.
9. The County reserve the right to witness and inspect all work performed, review data, request other additional information, and repeat service as necessary to ensure that the services provided conform to the requirements specified herein.
10. The Successful Bidder(s) shall work with the General Government and Henrico County Public Schools authorized representatives to schedule all maintenance and repair of HVAC equipment during normal school and business hours as follow:
 - a) General Government normal business hours are Monday through Friday from 8:00 a.m. to 4:30 p.m.
 - i. Jail East, Jail West and Juvenile Detention normal business hours are Monday through Friday between 7:00 a.m. and 7:00 p.m. The Successful Bidder's personnel will be required to undergo a Sheriff's Office security clearance prior to working within the Jail facilities. A Sheriff's Office Contractor's badge will be issued upon completion of the security clearance and must be worn at all times while working in the Jail facilities. Access to Jail East and Jail West will be coordinated with designated Sheriff's Office personnel assigned to those facilities.
 - ii. Recreation and Parks normal business hours are Monday through Friday between 7:00 a.m. and 7:00 p.m.
 - b) Henrico County Public Schools and School Administration Buildings normal school hours, with the exception of serving times for breakfast and lunch, are Monday through Friday from 7:00 a.m. to 4:30 p.m. and summer hours shall be Monday through Thursday from 7:00 a.m. to 5:30 p.m. A list of schools and serving times will be provided to the Successful Bidder after contract is awarded. **Work must not interfere with school activities or when conducting testing (SOLs).**
 - c) If earlier hours are needed to perform services, the County will work with Successful Bidder(s) to accommodate.
 - d) General Government and HCPS buildings/facilities are closed Saturday, Sunday, and County/school holidays. No work is permitted on these days without the prior approval and consent by the County's authorized representatives. The County holidays are as follows:
 - i. General Government observed holidays are: 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.
 - ii. HCPS observed holidays are: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and day after Thanksgiving, Winter Break (Week of Christmas into New Year).
 - iii. County's authorized representatives will notify the Successful Bidder(s) of changes to these holidays.
11. The Successful Bidder(s) shall invoice the County for services based on the price/rates provided on the Bid Form. Hourly rates per man hour for maintenance and repair of HVAC equipment shall include all overhead, profit, insurance, union pension fund or contributions, workmen's compensation, unemployment insurance, social security, supervision and truck usage, etc. 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.

12. The Successful Bidder(s) shall be paid an hourly rate per man hour for maintenance and repair services as follows:
- a) Normal Hourly Rate shall be paid for productive time on the job site during normal school and business hours as specified.
 - b) Overtime Hourly Rate shall be paid for repair services performed outside of normal school and business hours as specified and must be approved by the County's authorized representatives prior to work commencing. If work must be carried over and the Successful Bidder(s) wishes to continue to work beyond the County's normal school and business hours, authorization for overtime work must be obtained from the County's authorized representatives prior to proceeding.
 - c) Emergency and Holiday Hourly Rate shall be paid for repair services to ensure equipment are in normal and safe operating condition as specified by the equipment manufacturer. Prior to the commence of work, the County's authorized representatives must approve all work to be perform on an emergency basis or on the General Government and HCPS observed holidays. If it is determined that the cause of the failure or malfunction was due to the Successful Bidder's failure to properly perform repair services, such repairs shall be completed at no cost to the County.
13. The Successful Bidder(s) shall provide emergency and non-emergency repair service requests on the HVAC maintenance and repair services as follows:
- a) Emergency repair services shall be provided 24 hours per day, seven days per week, including holidays. Service personnel shall respond at the site within two (2) hours after receiving the emergency call. Work on critical equipment must be completed as soon as possible.
 - b) For non-emergency repair services, service personnel shall respond to the job site and be ready to initiate required repairs within 24 hours after receiving the request. Work on non-critical equipment may be completed as time permits within the agreement of Henrico County Public Schools or County of Henrico, General Government.
 - c) No more than one (1) licensed technician shall respond to a call for equipment repair. The County's authorized representative may grant authorization for additional technician or helper, if requested, to complete repairs in a timely manner. The Successful Bidder must present sufficient justification to request additional technician or helper. No additional compensation will be allowed for extra time or additional technician or helper without prior approval.
 - d) At the completion of service call, a detailed electronic or paper service report/ticket for each equipment. The service reports/tickets shall include the following:
 - i. Date of maintenance, and/or repair services
 - ii. Building name, location, and model number of each system serviced
 - iii. Details of work performed, to include material, parts or components replaced
 - iv. Test result and applicable voltage readings (*if applicable*)
 - v. Deficiencies and corrective action to be taken in accordance with the recognized code and maintenance standards
 - vi. Technician name and signature
 - vii. County's authorized representatives name and signature
 - e) Bidders must provide with their Bid Form, their method of providing service tickets and a sample copy of their service report/ticket.
14. Material, Parts, and Components.
- a) The Successful Bidder(s) shall maintain a sufficient quantity of repair parts on hand or have ready access to these parts in order to prevent unnecessary downtime of equipment. The parts stock for all equipment covered in this solicitation shall be based

on equipment manufacturer's recommendations for routine expendable parts, normal annual replacement parts and multi-year replacement parts.

- b) All materials, parts, and equipment used by the Successful Bidder(s) in the performance of this Contract shall be new, free from defect, asbestos free, and must comply with the Original Equipment Manufacturer (OEM) parts, unless an acceptable/comparable and approved alternative is approved in writing by the County prior to work being performed. ***The use of used, shopworn, demonstrator, prototype, reconditioned or discontinued models' parts and components are strictly prohibited.***
- c) Warranty period for parts, components and installation workmanship provided by the Successful Bidder(s) shall be for a period of one (1) year after completion of the installation or within the manufacturer's warranty, whichever is the later period. The warranty period shall commence upon date of acceptance by the County.
- d) The Successful Bidder(s) shall provide all manufacturers' warranty documents to the County's authorized representatives upon completion of installation.
- e) In accordance with the Code of Virginia 2.2-4331, no markup in the price of parts, materials and components will be permitted. The County will reimburse the Successful Bidder(s) the cost of parts, materials, and components at their cost. The Successful Bidder must include a copy of their vendor's invoice (not print out or image) for the cost of parts, materials, and components used in the repair of the equipment. Failure to provide this information will cause the Successful Bidder's invoices to be returned and payment delayed.
- f) Material, parts, and components shall be delivered to various County locations.
- g) Bidders shall state on the Bid Form their policy on return of material, parts, and components.

15. The Successful Bidder(s) shall maintain accurate records for each HVAC equipment to include all maintenance work, repairs, service calls, replacement parts or components, and all equipment modifications. The Successful Bidder shall make these records available during normal business hours for inspections by the County personnel and shall become the property of the County upon expiration or termination of the Contract.

E. Manufacturer's Warranty.

The County will use a manufacturer's approved service company for equipment currently under warranty. Payment for warranty repair services will be paid by the manufacturer of the equipment. If the Successful Bidder(s) is an authorized service company for warranty repair, they may complete the service to manufacturer's specifications. The Successful Bidder(s) shall not submit an invoice to the County for payment; however, a service report/ticket shall be generated to document the warranty repair. The Successful Bidder(s) must produce supporting documentation to indicate they are an approved service company for warranty repair.

F. Asbestos.

Whenever and wherever during the course of performing any work under this Contract, the Successful Bidder(s) discovers the presence of asbestos or suspects that asbestos is present, he/she shall stop the work immediately, secure the area, notify the County's authorized representatives and await positive identification of the suspect material. During the downtime in such a case, the Successful Bidder(s) shall not disturb any surrounding surfaces, but shall protect the area with suitable dust covers. In the event the Successful Bidder(s) is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Successful Bidder(s) but without additional compensation due to the time extension.

G. Safety.

1. The Successful Bidder(s) shall keep work areas in a safe condition and clean up daily after all work activities. The Successful Bidder(s) shall also provide for any hazardous material storage facilities and disposal that may be required.
2. The Successful Bidder(s) shall comply with and ensure that all its personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health. This will include by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the General Industry and for the Construction Industry. The Successful Bidder(s) shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Successful Bidder(s).
3. Any operations of the Successful Bidder(s) determined to be hazardous by the County, shall be immediately discontinued by the Successful Bidder(s) upon receipt of either written or oral notice by the County to discontinue such practice.
4. The Successful Bidder's personnel working on HCPS property, must report to the respective school security office and sign the visitor's log sheet before servicing the HVAC equipment. The same personnel must sign out from the school security office before leaving school premises. It is critical that the school security staff be aware of the location of all visitors at all times.
5. The Successful Bidder(s) personnel and vehicles shall be easily identifiable. Successful Bidder(s) shall provide identification badges with company name and logo to their personnel and shall be visibly worn at all times while on County property.
6. Successful Bidder(s) vehicles parked on County property must display company name/identification. The Successful Bidder shall comply with all traffic and parking regulations.
7. 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 while on County property; failure to observe such regulations will be grounds for removal from County property.
8. During the execution of the work, the County reserves the right to suspend the work or reject the Successful Bidder's technicians and/or helpers who in the County's judgement are not adequately qualified to perform the work.

H. General Requirements.

1. The Successful Bidder(s), by submitting a bid for this Contract, certifies that he/she have under their employment, sufficient licensed/certified technicians and equipment to meet the requirements as outlined in the Scope of Work/Services. Bidders shall include in their bid response, a list of licensed/certified technicians capable of performing the requirements of this Contract.
2. The Successful Bidder(s) shall have a minimum of five (5) years' experience in providing HVAC Maintenance and Repair Services and must be a registered contractor in the Commonwealth of Virginia in accordance with Title 54.1, Chapter 11 of the Code of Virginia, as amended at the time of quote submission, and shall possess at a minimum, a Virginia Contractor's License Classification B (HVAC) or better issued by the Commonwealth of Virginia Board of Contractors. Bidder shall provide proof of experience and a copy of license with their Bid Form.
3. The Successful Bidder(s) must comply with the Refrigerant Recovery and Recycling requirements stipulated under 40 Code of Federal Regulations (CFR) 82, Subpart F. Additionally, recovery of substitutes of class I and class II substances are also required as of November 1995 under Section 608 of the Clean Air Act of 1990 (CAA) and subsequent amendments, including final regulations published on May 14, 1993 (58 FR 28660), August

19, 1994 (59 FR 42950), November 9, 1994 (59 FR 55912), and July 24, 2003 (68 FR 43786). Provide a copy of your current EPA Refrigerant Recovery or Recycling Device Acquisition Certification Form with the Bid Form.

4. The Successful Bidder(s) technicians providing services under this Contract are required to hold a "Type 1" and "Type 2" certificate or a "Universal" certificate as required by 40 Code of Federal Regulations, Part 82, Subpart F of United States Environmental Protection Agency (EPA).
 5. The Successful Bidder shall properly dispose of all materials in accordance with the existing federal, state, and local laws, codes, ordinances and regulations.
 6. The Successful Bidder(s) shall ensure all personnel and equipment comply with all Federal, State, local, and industry regulations, standards, ordinances, and procedures in accordance with Occupational Safety and Health Standards (OSHA).
 7. The Successful Bidder(s) shall be responsible for obtaining all permits required to make repairs. The cost of the permit shall be the responsibility of the Successful Bidder(s).
 8. Bidders shall provide a cell phone number, or phone number that may be used for emergency repair services with their Bid Form. It will be the responsibility of the Successful Bidder(s) to update the County Purchasing Division of changes to the number provided.
 9. It is intended that the Successful Bidder(s) shall perform all work under this contract with the Successful Bidder's own forces and shall not sublet any portion of the Contract or the Contract hereby becomes non-assignable.
 10. **Bids received with a minimum charge stipulation will be considered non-responsive.**
 11. After execution of a contract, an On-Boarding meeting with the Successful Bidder(s) and the County's General Government and HCPS authorized representatives will be held. It is critical that General Government and HCPS staff are aware of all visitors. Each individual reporting to work in any General Government and HCPS building/facility will be required to follow the reporting procedures.
- I. Delivery Requirements.
1. The Successful Bidder(s) shall work with the County's authorized representatives to coordinate and scheduled maintenance and repair services at a mutually agreed upon day and time for each building/facility and inform the County's authorized representatives of any discrepancies discovered.
 2. The County's department authorize representatives will ensure a staff member of their team is available to escort the Successful Bidder's technician throughout the interior of the buildings.
 3. The Successful Bidder(s) technicians shall follow the requirements of the County's and departments policies in the performance of services.
- J. Equipment, Beyond Economic Repair.
- The Successful Bidder(s) shall provide written notice to the County's authorized representatives of equipment considered Beyond Economic Repair, (BER), as determined by the Successful Bidder. The County's authorized representatives will on a case-by-case basis, have the option to consult a third party knowledgeable in the trade for an additional opinion to verify the claim of BER. In the event the equipment is considered repairable by the outside third party, the County's authorized representatives will have the flexibility to grant authorization of third-party to provide equipment repairs.

K. Damages.

The Successful Bidder(s) shall be held responsible for any damage to the building and equipment caused during maintenance and repair services which is determined to be the result of the Successful Bidder's failure to properly perform maintenance or repair services as recommended by the equipment manufacturer and the code in effect at time of installation. The Successful Bidder(s) shall correct damages at no cost to the County.

L. Invoicing Requirements.

1. The Successful Bidder shall submit itemized invoices for each completion of work provided under the Contract. A complete invoice shall include but not limit to: contract number, purchase order number as supplied by the County, date of service, Building name, location, and model number of each system serviced, details of services performed, itemized quantity and copies of material, parts or component used on the job with invoices, itemizing technicians and helpers with the number of hours worked at the contracted hourly rates, copies of service reports/tickets signed by the County's representative, and any other pertinent information necessary to verify the invoice total.
2. The County will verify all charges on the Successful Bidder's invoices and reserve the right to request additional documentation or return invoice to Successful Bidder for correction if any discrepancy is discovered.
3. The Successful Bidder shall submit invoices to the County departments as follows:

County of Henrico
Building and Grounds
Attn: General Services, Financial Division
P.O. Box 90775
Henrico, VA 23273-0775
Email: GSFinancial@henrico.us

Henrico County Public Schools
Construction & Maintenance
Attn: Robert Isbell
406 Dabbs House Road
Henrico, VA 23223

County of Henrico
Division of Recreation and Parks
P.O. Box 90775
Henrico, VA 23273-0775
Email: REC-Invoice@henrico.us

M. Bid Submission Requirements.

1. Bidders shall submit as an attachment in eVA, a completed Bid Form in accordance with section II.DD. Instructions for submission in eVA is included in Attachment F.
2. Complete bid submissions will include the following documents:
 - a) Bid Form, pages 24 thru 25.
 - b) Bid Signature Sheet, page 26.
 - c) Business Category Classification Form, page 27.
 - d) Attachment A – Virginia SCC Registration Information, page 28.
 - e) Attachment B – Bidder's Reference Sheet, page 29.
 - f) Attachment C – Direct Contact with Students, page 30.
 - g) Attachment E – Anti-Lobbying Certification, page 41.
 - h) Method of providing service report/tickets and a copy of service report/ticket (see section I.D.14.e)).
 - i) Policy on return of material, parts, and components (see section I.D.15.g)).
 - j) List of licensed/certified technicians capable of performing Contract requirements (section I.H.1.).
 - k) Proof of experience and copy of license (see section I.H.2.).
 - l) Copy of current EPA Refrigerant Recovery or Recycling Device Acquisition Certification (see section I.H.3.).
 - m) Cell phone number or phone number for emergency repair services (see section I.H.8.).

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:

The contract resulting from this procurement ("Contract") shall be subject to annual appropriations by the Board of Supervisors of Henrico County, Virginia (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" or "Contractor") shall not be entitled to seek redress from the County of Henrico, Virginia (the "County") should the Board fail to make annual appropriations for the 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 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 must 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 must include in its bid 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 written 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 by the County.
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 or the State of Virginia or provided by persons, firms or corporations having principal places of business in the County or the State of Virginia, if such a choice is available; otherwise the tie shall be decided by lot. A County 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 for the period of one year. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for 4 additional one-year periods at a price not to exceed 3% above the previous year's prices unless written approval is given by the Purchasing Director.
3. The Successful Bidder shall give at least 90 days' written notice to the County for any price increases and/or if it does not intend to renew the contract at any annual renewal.

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

K. Controlling Law; Venue

This contract is made, entered into, and shall be performed in the County, 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/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 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 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, <https://eva.virginia.gov>.
- S. Indemnification:
- The Successful Bidder agrees to indemnify, defend and hold harmless the County (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 and the County's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of services under the Contract, whether such services are provided by the Successful Bidder or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the 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:
- The 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 473 662 308#. 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 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, 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 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). Written notice shall be emailed to the Purchasing Director at KNO008@henrico.us with a copy to Leisel Collins at COL119@henrico.us and must include all work papers, documents and materials used in the preparation of the 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/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 or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

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

The County cannot award a contract to a Bidder that does not complete the Attachment C as part of their 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.

OO. Federal Contract Provisions

This procurement is subject to Federal Contract Provisions (Attachment E).

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 and equipment necessary to provide inside delivery of HVAC Maintenance and Repair Services in accordance with the enclosed general terms, conditions and specifications contained in **IFB No. 22-2289-1LOC**. 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 the bid price.

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

BIDDERS MUST BID ON ALL LINE ITEMS TO BE CONSIDERED FOR AWARD.

IF OFFERING ANY ITEM AT NO CHARGE, INDICATE \$0 ON THE BID FORM FOR THAT LINE ITEM.

	A	B	C
Classification	Rate Per Man Hour	Estimated Annual Hours	Extended Price (A x B) = C
Licensed Technician – Normal Work Hours	\$	500	\$
Technician Helper – Normal Work Hours	\$	500	\$
Licensed Technician – Overtime Hourly Rates	\$	200	\$
Technician Helper – Overtime Hourly Rates	\$	200	\$
Licensed Technician – Emergency Hourly Rates	\$	225	\$
Technician Helper – Emergency Hourly Rates	\$	225	\$
TOTAL BID PRICE			\$

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.

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”) 22-2289-1LOC – Annual Contract for HVAC Maintenance and Repair 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:

BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: _____

This form completed by: Signature: _____ Title: _____

Date: _____

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

(Check all that apply.)

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

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? Yes No

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

_____ NUMBER _____ DATE

DEFINITIONS

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

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

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

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

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

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

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

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

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

ATTACHMENT A

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The Bidder:

is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

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

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

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

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

ATTACHMENT B

BIDDER’S REFERENCE SHEET

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

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

- 2. Reference:

Indicate below a listing of at least 3 recent references for which you have provided this type of goods/services. Include the date service was furnished and the name and address of the client; and the name, 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
DIRECT CONTACT WITH STUDENTS

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 or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is 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 the following:

- None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A); an offense involving the sexual molestation, physical or sexual abuse, or rape of a child;**

And (select one of the following)

- None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of any felony or any crime of moral turpitude.**

or

- One or more individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or crime of moral turpitude that is not set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A) and does not involve the sexual molestation, physical or sexual abuse, or rape of a child. (In the case of a felony conviction meeting these criteria, the contractor must submit evidence that the Governor has restored the individual’s civil rights.).**

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

FEDERAL CONTRACT PROVISIONS

1. Debarment and Suspension Clause (2 C.F.R. PART 200 APPENDIX II(H))

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3485. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3485, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3485, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3485, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2. Procurement of Recovered Materials Clause (2 C.F.R. § 200.322)

- (1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (b) Meeting contract performance requirements; or
 - (c) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. Byrd Anti-Lobbying Clause (2 C.F.R. PART 200 APPENDIX II(I))

- (1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- (2) Required Certification. If applicable, contractors must sign and submit to the agency the following certification (See the separate Anti-Lobbying Certification attached to the end of these Terms and Conditions.).

- (3) The undersigned certifies, to the best of his or her knowledge and belief, that:
- 1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

4. Termination of Cause and Convenience (2 C.F.R. PART 200 APPENDIX II(B))

The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

5. Contract Work Hours and Safety Standards Act (2 C.F.R. PART 200 APPENDIX II(E)) (40 U.S.C. 3701-3708; 29 C.F.R. 5.5(b))

Required in all contracts over \$100K utilizing mechanics or laborers (as defined in 40 U.S.C §§ 3701)

- (1) The contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5), as applicable.
- (2) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (3) *Violation, liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (2) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (2) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (2) of this section.
- (4) *Withholding for unpaid wages and liquidated damages.* The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3) of this section.
- (5) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (2) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (2) through (5) of this section.

6. Clean Air Act and the Federal Water Pollution Control Act Clauses (2. C.F.R. PART 200 APPENDIX II(G))

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Department of Education, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Department of Education.
- (4) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (5) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Department of Education, and the appropriate Environmental Protection Agency Regional Office.
- (6) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Department of Education.

7. Legal/Contractual/Administrative Remedies for Breach (2 C.F.R. Part 200,

APPENDIX II(A))

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

8. Equal Employment Opportunity Clause (2 C.F.R. PART 200 APPENDIX II(C))

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

9. Clauses Required by 2 C.F.R. PART 200 APPENDIX II(D)

Required for certain construction contracts over \$2K

- (1) To the extent applicable, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) The contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) The contractor shall pay wages not less than once a week.
- (4) The contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 3145), 18 U.S.C. 874, and the requirements of 29 CFR Part 3 as applicable, which are incorporated by reference into this contract.
- (5) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses of this section and such other clauses as the Department of Education may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (6) Breach. A breach of these contract clauses may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. Rights to Inventions Made Under a Contract or Agreement Clause (2 C.F.R. PART 200 APPENDIX II(F))

The contractor will comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Department of Education.

11. Access to Records

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the County, the Department of Education, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the Department of Education or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

12. Department of Education Seal, Logo, and Flags

The contractor shall not use the Department of Education seal(s), logos, crests, or reproductions of flags or likenesses of Department of Education agency officials without specific Department of Education pre-approval.

13. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that Department of Education financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, and Department of Education policies, procedures, and directives.

14. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

15. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

ANTI-LOBBYING CERTIFICATION

Byrd Anti-Lobbying Clause (2 C.F.R. PART 200 APPENDIX II(I))

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the agency the following certification.

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

*Printed Name of Offeror
(if different than Representative)*

**ATTACHMENT F
INSTRUCTIONS FOR SUBMISSION IN eVA**



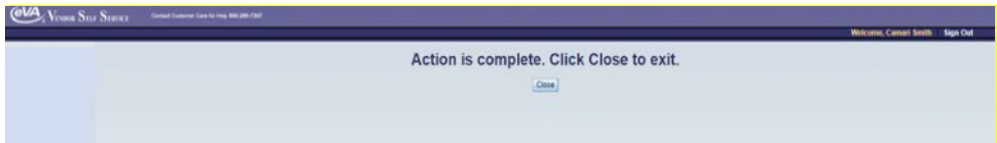
Quick Steps for Submitting an Electronic Response to an IFB Solicitation

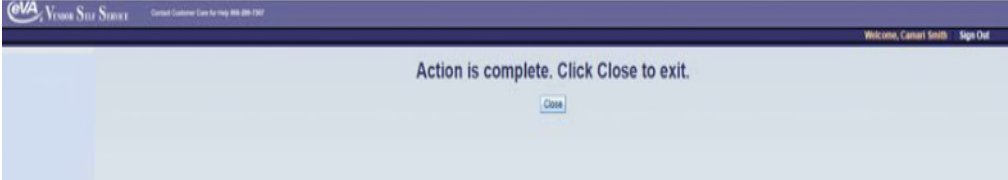
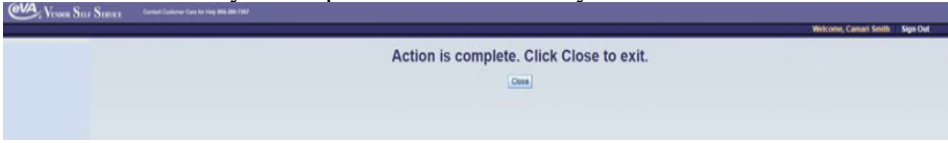
Need help? Call eVA Customer Care at 866-289-7367 or Email eVACustomerCare@dgs.virginia.gov

General Requirements

- Your business must be eVA registered and in active status.
- **AVOID waiting until the day the solicitation closes to submit your response.**
- **Delaying submission could put your response at risk of not being accepted on time.**

1	Login to eVA	Login with your eVA account <i>user name</i> and <i>password</i> @ https://vendor.epro.cgipdc.com/loginEngine/index.jsp ** If you have not registered, use the <i>Register</i> button.
2	Find the Solicitation	<ul style="list-style-type: none"> i. Enter solicitation number/description into the Search field. ii. Click the Search icon iii. Click the View Opportunity button on the solicitation you wish to view. Didn't find it? Use the Advanced Search filters.
3	Review Solicitation & begin the response	<ul style="list-style-type: none"> i. Review the solicitation posting and attachments. ii. Click Respond Online
4	Response Steps: 1: Solicitation Response	<ul style="list-style-type: none"> i. Click on +Solicitation Summary for a summary of the solicitation. ii. Attach Your Files (Optional). *The maximum size allowed for each file is 60.0MB. <ul style="list-style-type: none"> a. Click Attach Files button b. Click Browse/Choose File, locate the file you want to attach, and click Open, select file attachment Type: Standard, or Proprietary; repeat this step as necessary to attach more files. c. Click Attach File(s) button NOTE: If you need to attach more than five files, repeat a-c. iii. Respond to Evaluation Criteria, Reminders, Discounts (Optional), and enter any Overall Response Comments as applicable. iv. Click Next: Line Items NOTE: A warning pop-up confirmation message will appear if there were no attachment/s added. Click Cancel to edit response and add an attachment or click Continue to respond to the Line Items.

<p>2: Lines Items</p> <p>3: Subcontractor Plan</p> <p>4: Response Summary</p>	<p>i. Click No Bid Lot to No Bid a Lot or Click Undo No Bid Lot to Undo No Bid a Lot (if applicable).</p> <p>ii. For lines, you would like to respond to, enter your responses in Unit Price and Delivery Days.</p> <p>NOTE: Additional per line item information, can be provided by expanding the Comments, Product Specs, and Shipping/Handling Details links.</p> <p>iii. For lines, you do not wish to respond to, select No Response from the Response Type drop-down box.</p> <p>iv. Click Next: Subcontractor Plan</p> <p>NOTE: Small Business Subcontracting Plan Submission, refer to the instructions provided in the solicitation.</p> <p>i. Click Next: Review & Submit</p> <p>NOTE: A warning pop-up confirmation message will appear if you have not answered the subcontractor plan questions, "Who will be doing the work?". Click Cancel to edit response and add a subcontractor plan or click Continue to review and submit the respond.</p> <p>i. Review response and click Submit</p> <p>ii. Confirm submission of response by clicking the Submit button on the pop up.</p> <p>NOTE: You will receive an "Action is complete. Click Close to exit." confirmation <u>screen once your response has successfully submitted.</u></p>  <p>iii. Click Close</p>
<p>5</p> <p>Verify Acceptance / Review Response</p>	<p>i. From the Home page, Click the My Business dropdown box and click the Responses link (top of page)</p> <p>ii. Find the solicitation number and corresponding Response ID, if labeled "Accepted" your response has been accepted.</p> <p>iii. To Review the response, click the View/Edit Response button</p>

<p>6</p>	<p>Amend Response</p>	<ul style="list-style-type: none"> i. From the Home page, click the My Business dropdown box and click the Responses link (top of page). ii. Find the latest version of your solicitation response and click the View/Edit Response button. iii. Click Edit button (top of page), status will now be showing “In Progress” iv. Update information as necessary to this page v. Click Next: Line Items <p>NOTE: A warning pop-up confirmation message will appear if there were no attachment/s added. Click Cancel to edit response and add an attachment or click Continue to navigate to the Line Items.</p> <ul style="list-style-type: none"> vi. Update information as necessary to this page vii. Click Next: Subcontractor Plan <p>NOTE: Small Business Subcontractor Plan Submission, refer to the instruction provided in the solicitation.</p> <ul style="list-style-type: none"> viii. Click Next: Review & Submit <p>NOTE: A warning pop-up confirmation message will appear if you have not answered the subcontractor plan questions, “Who will be doing the work?”. Click Cancel to edit response and add a subcontractor plan or click Continue to review and submit the respond.</p> <ul style="list-style-type: none"> ix. Review response and click Submit x. Confirm submission of response by clicking the Submit button on pop up. <p>NOTE: You will receive an “Action is complete. Click Close to exit.” confirmation screen once your response has successfully submitted.</p>  <ul style="list-style-type: none"> xi. Click Close
<p>7</p>	<p>Withdraw Response</p>	<ul style="list-style-type: none"> i. From the Home page, click the My Business dropdown box and click the Responses link (top of page). ii. Find the latest version of your solicitation response and click the View/Edit Response button. iii. Click Withdraw (top of page) iv. Confirm and click Withdraw on pop up <p>NOTE: You will receive an “Action is complete. Click Close to exit.” confirmation screen once your response has successfully submitted.</p>  <ul style="list-style-type: none"> v. Click Close vi. Status under Response will now be Withdrawn

<p>8</p>	<p>Print Response</p>	<ul style="list-style-type: none"> i. From the Home page, click the My Business dropdown box and click the Responses link (top of page). ii. Find the latest version of your solicitation response and click the View/Edit Response button. iii. Click Next: Line Items iv. Click Next: Subcontractor Plan v. Click Next: Review & Submit vi. Click Print vii. Click Exit
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