COMMONWEALTH OF VIRGINIA



COUNTY OF HENRICO

IFB No. 22-2411-8LOC

September 2, 2022 Invitation for Bid Annual Contract for Temporary Administrative and Industrial Staffing Services

Subject:

Annual contract to furnish all tools, labor, equipment, and supervision necessary to provide inside delivery of Temporary Administrative and Industrial Staffing Services, to the County of Henrico, Virginia, 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 **2:30 pm**, local prevailing time, **September 22, 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 **September 9, 2022**.

Very truly yours,

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 term contracts with qualified suppliers to furnish all tools, labor, equipment, and supervision necessary to provide inside delivery of temporary Administrative and Industrial Staffing Services to the County of Henrico, Virginia (the "County"), as needed and requested in accordance with the enclosed general terms, conditions and specifications.

B. Historical Data.

Below demonstrates the historical purchase of temporary administrative and industrial staffing 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		2021 - 2022	
Approximate Amount Spent (Administrative):	\$	31,870.66	\$	65,110.14
Approximate Amount Spent (Industrial):	\$	18,055.53	\$	7,093.04

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 for Category No. 1 shall provide temporary administrative staffing services for the following job classifications as define in Attachment F:
 - a. Account Clerk
 - b. Administrative Assistant
 - c. Cashier
 - d. Data Entry
 - e. Office Clerk
 - f. Receptionist

- 2. The Successful Bidder for Category No. 2 shall provide temporary industrial staffing services for the following job classifications as define in Attachment F:
 - a. Environmental Program Specialist
 - b. Food Service Helper
 - c. Heavy Duty Operator
 - d. Laborer
 - e. Operator Trainee

3. Resumes

The County departments may request to interview candidates prior to making a final hiring decision. The primary account representative shall fax or email the candidates resume to the department upon notification for a schedule interview. Under no circumstances will an interview take place without first receiving candidates resume.

4. Work Locations

The County's main administration building is located at 4301 East Parham Road, Henrico Virginia 23228. However, numerous other County facilities and work sites are located throughout the County. Some of these facilities and work sites are not located on public transportation routes and it shall be the responsibility of the Successful Bidders or their employees to provide transportation to the facility or work site.

5. Hours of Work

The regular County business hours is defined from 8:00 a.m. to 4:30 p.m., Monday through Friday. Hours outside this time frame shall not be construed as overtime as there are times where the business hours may vary depending on the needs of the department. Time shall not start until arrival time at the County location or a specified time. It is not the intent of the County to use temporary personnel for overtime and the Successful Bidder is required to obtain prior authorization from the County Department utilizing temporary personnel before overtime rates would be in effect. In the event such occasions arise, the U.S. Department of Labor rules of overtime will apply to the temporary employee and overtime rate listed on the Bid Form shall apply.

6. Contract Administration

The Purchasing Department will be responsible for the administration of any contract awarded. Since the positions are limited by the list provided in this IFB, the County reserves the right to solicit price quotations for any other type of position that is not included in the contract and either add the position by contract amendment or contract with an outside source as needed.

- a. As temporary help needs arise, the County has two options available: rely upon its own resources to meet the need or use temporary help from the Successful Bidders awarded a contract under this IFB.
- b. It is the intent of the County, in all cases where possible and regardless of the size of the order, to provide reasonable notice to the Successful Bidders concerning job orders placed with them. In the event the Successful Bidder cannot fill the job order, the County reserves the right to cancel the order.
- c. The County's department representative that the worker is contracted to report to will determine performance of a temporary worker and will report unsatisfactory performance to the Successful Bidder's primary account representative.

7. Hiring of Successful Bidders' Personnel

In the event the County of Henrico hires any of the Successful Bidders' temporary workers, the Successful Bidders shall waive rights to any penalty or hiring fee that the Successful Bidders might seek as a result of the hiring action under the following two (2) circumstances:

- a. The temporary worker is hired by the County after being on the assignment with the County for at least ninety (90) working days.
- b. The temporary worker subsequently applies for and is hired from the County's eligible employment listing.
- 8. The temporary personnel provided shall be employed by the Successful Bidders. The Successful Bidders shall be responsible for all payroll taxes, workers compensation, payroll reports, and other employer Federal and State requirements for temporary personnel.

9. The Successful Bidders shall provide Worker's Compensation Insurance Coverage for all classifications of employees.

10. Criminal History Record Check

- a. The Successful Bidders shall be responsibility, at its sole expense, to obtain the consent of and perform a criminal history record check of any employee that will perform duties on County property pursuant to this Contract. The Successful Bidders shall immediately notify the County of any employee of the Successful Bidders who has been convicted of any felony or any crime involving violence. Such employees will be prohibited from working on County property unless and until the Director of the department requesting temporary staffing is so notified and agrees in writing to allow such persons on site.
- b. The County reserves the right to request, at any time, that the Successful Bidders certify in writing that it has completed the above referenced criminal history record check for any employee that will perform duties on County property pursuant to this Contract. Failure to provide written certification within five business days shall constitute a breach of this contract and be grounds for immediate termination of the contract without prejudice or penalty to the County.

11. Non-Disclosure Agreements

Temporary Administrative support personnel provided by the Successful Bidders is required to sign the County's Temporary Employee Non-Disclosure Agreement prior to assignment. A copy of the agreement is provided as Attachment E.

E. General Requirements.

- 1. The Successful Bidders must be a firm with at least one (1) full time staff in an operational service office located within 35 miles (as defined by https://www.google.com/maps) of the County of Henrico Government Center located at 4301 East Parham Road, Henrico, Virginia 23228. The office must be occupied and currently engaged in providing staffing of temporarily administrative and industrial personnel on the date bid submission. The Successful Bidders shall use this office to provide sufficient temporary workers to fill order requests on a next day (8 hour) basis, if required. Bidders shall provide the physical address and business hours of their service office located meeting 35 miles requirement.
- 2. The Successful Bidders shall assign at least one (1) primary account representative physically located at the office to be responsible for this Contract. Bidders shall provide their primary account representative's name, title and contact information with their Bid submission.
- The Successful Bidders primary account representative shall conduct face to face interviews
 and testing for temporary staff at the designated branch office. Telephone interviews will
 not be considered.

- 4. The County reserves the right to schedule site visits to Bidders' facilities to evaluate and review the testing parameters used in determining the expertise of personnel required to fulfill the obligations of the Contract.
- 5. The Successful Bidders shall maintain a pool of qualified workers to fill the request from departments. Bidders shall provide the average number of workers currently available that meet the minimum requirements for each position with each Category (No. 1, Administrative and No. 2, Industrial).

F. Delivery Requirements.

- 1. The Successful Bidder primary account representative shall work directly with County departments in the administration of job orders.
- 2. The Successful Bidder for each Category (No. 1 and 2) shall fill a job order 8 hours from the date of its placement.
- 3. The Successful Bidders shall submit quarterly reports on hours billed for each classification and County department involved to the Purchasing Department. Reports shall be sent to:

Ms. Leisel Collins
Department of Finance
Purchasing Division
Post Office Box 90775
Henrico, VA 23273-0775 or
Email: COL119@henrico.us

G. Invoicing Requirements.

Invoices shall be submitted on a monthly basis and mailed to the address listed at the bottom of the Purchase Order Form.

H. 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 G.
- 2. Complete bid submissions will include the following documents:
 - a) Bid Form, pages 20;
 - b) Bid Form, Pricing Schedule (Excel Document);
 - c) Bid Signature Sheet, page 21;
 - d) Business Category Classification Form, page 22;
 - e) Attachment A Virginia SCC Registration Information, page 23;
 - f) Attachment B Bidder's Reference Sheet, page 24;
 - g) Proof of experience;
 - h) Physical address and business hours of their service office;
 - i) Primary account representative's name, title and contact information; and
 - j) The average number of workers currently available that meet the minimum requirements for each position with each Category (No. 1, Administrative and No. 2, Industrial)

II. GENERAL TERMS AND CONDITIONS:

All Bidders shall note that the <u>Invitation for Bid (IFB)</u> method of procurement does not allow any modifications or exceptions to the County's Section II., <u>GENERAL TERMS AND CONDITIONS</u>. Any modifications or exceptions made to this section shall cause your bid response to be considered non-responsive.

A. Addenda:

- 1. Bidders are welcome to provide comments regarding how the bid documents, specifications or drawings can be improved. Bidders requesting clarification or interpretation of or improvements to the bid general terms, conditions, specifications or drawings shall make a written request which must reach the Purchasing Division, Department of Finance, at least eight (8) calendar days prior to the date set for the receipt of bids.
- 2. Any changes to the bid general terms, conditions, specifications or drawings shall be in the form of a written addendum from the Purchasing Division and it shall be signed by the Director of Purchasing, Department of Finance or a duly authorized representative.
- 3. An addendum shall be issued no later than six (6) calendar days prior to the date set for the receipt of bids. An addendum extending the date for the receipt of bids or an addendum withdrawing the Invitation for Bid may be issued any time prior to the date set for the receipt of bids.
- 4. Each Bidder shall be responsible for determining that all addenda issued by the Purchasing Division for the Invitation for Bid have been received before submitting a bid for the work.
- 5. Each Bidder shall acknowledge the receipt of each addendum on the Bid Form.

B. <u>Annual Appropriations:</u>

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 Category (No.1 and No.2).** (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. <u>Bidder's Representation</u>:

- 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. <u>Compensation</u>:

- 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).
- 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 October 1, 2022 through September 30, 2023. 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. <u>Termination by County:</u>

1. The County may terminate the contract for cause or for convenience.

2. Termination for Cause

- a. If the Successful Bidder fails to perform the contract, in whole or in part, the County shall give the Successful Bidder written notice of the default and the opportunity to cure it by a stated deadline.
- b. If the Successful Bidder fails to cure its default by the deadline, then the County may terminate the contract, in whole or in part, by providing written notice of termination to the Successful Bidder. The notice of termination shall state the effective date of termination. A partial termination shall set forth the nature and scope of the termination.
- c. Unless the notice of termination states otherwise, the Successful Bidder shall stop performing the contract when it receives the notice of termination.

- d. An equitable adjustment in the contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Bidder receives the notice of termination minus the County's cost to complete the Successful Bidder's work. The Successful Bidder shall not be entitled to payment for services rendered or goods delivered after the date the Successful Bidder receives the notice of termination or for reimbursement of any cost the Successful Bidder incurs after the date the Successful Bidder receives the notice of termination. If the County's cost to complete the Successful Bidder's work exceeds the unpaid balance due to the Successful Bidder, the County will not owe the Successful Bidder any money; instead, the Successful Bidder shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.
- e. Unless the parties expressly agree in writing otherwise, the County may transmit notices of default and termination for cause by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Bidder shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Bidder shall be deemed to be in receipt of any notice the County sends by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Bidder shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.
- f. If the Successful Bidder receives two notices of default, the County shall not be obligated to give the Successful Bidder the opportunity to cure any subsequent defaults but may terminate the contract in accordance with this section.
- g. If any act or omission of the Successful Bidder (including the Successful Bidder's employees, agents, subcontractors, and assigns) arising out of the performance of the contract causes any person to suffer bodily injury that involves substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty, then the County shall not be obligated to give the Successful Bidder the opportunity to cure its default but may terminate the contract in accordance with this section.
- h. Any remedies this section affords to the County are non-exclusive, and the County may enforce any remedy available at law or in equity in connection with any default of the Successful Bidder. Termination of the contract for cause does not relieve the Successful Bidder of liability for damages the County sustains because of the Successful Bidder's breach.

3. Termination for Convenience

- a. The County may terminate the contract, in whole or in part, whenever the Purchasing Director determines that such termination is in the County's best interest.
- b. The County must give the Successful Bidder written notice of a termination for convenience. The notice must specify the extent to which the contract is terminated and the effective termination date. The effective termination date shall be at least seven calendar days after the date the County issues the notice of termination for convenience.

- c. An equitable adjustment in the contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Bidder receives the notice of termination. The Successful Bidder shall not be entitled to payment for services rendered or goods delivered after the date the Successful Bidder receives the notice of termination, and the Successful Bidder shall not be entitled to payment for any costs it incurs after the date it receives the notice of termination.
- d. Unless the County's notice specifies otherwise, the Successful Bidder must stop work on the date it receives the notice of termination.
- e. Unless the parties expressly agree otherwise, the County may transmit notices of termination for convenience by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Bidder shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Bidder shall be deemed to be in receipt of any notice sent by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Bidder shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.

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.
- 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. <u>Minority-, Woman-, Service Disabled Veteran-Owned, Small Business and Employment Services Organizations:</u>

- 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.
- 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 subcontracting 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 attorney's fees, if any, and hold the County, its officers and employees, harmless therefrom.
- 4. The Successful Bidder shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- 5. The Successful Bidder shall not, in its product literature or advertising, refer to this purchase or the use of the Bidder's goods or services by the County, 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. <u>Taxes</u>:

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 <u>except taxes paid on materials that will be installed by the Bidder and become a part of real property.</u>

- 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. Non-Exclusive Contract.

Nothing in this Invitation for Bid constitutes an offer or promise to purchase any goods or services exclusively from the Successful Bidder. The County reserves the right to purchase good and services similar to, or the same as, the goods and services that are subject of this Invitation for Bid from other sources.

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.

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 Temporary Administrative and Industrial Staffing Services, in accordance with the enclosed general terms, conditions and specifications contained in **IFB No. 22-2411-8LOC**. 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.

BIDDERS MUST BID ON ALL LINES WITHIN THE CATEGORY TO BE CONSIDER FOR AWARD.

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

COMPLETE THE ATTACHED BID FORM, PRICING SCHEDULE (EXCEL DOCUMENT).

it will only be considered in dete	ermining the lowest	. If Bidder offers a cash discount for prompt payment responsible Bidder if the Bidder allows at least twenty r services are received or after the invoice is rendered
Indicate whether your business copy of your County business li		is not located in the County, if it is, please include a.d.
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") 22-2411-8LOC – Annual Contract for Temporary Administrative and Industrial Staffing 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

This form completed by: Signature:	Title:
Date:	
PLEASE SPECIFY YOUR <u>BUSINESS CATEGORY</u> BY CHI BELOW.	ECKING THE APPROPRIATE BOX(
(Check all that apply.) ☐ SMALL BUSINESS ☐ WOMEN-OWNED BUSINESS ☐ MINORITY-OWNED BUSINESS	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 .
☐ SERVICE-DISABLED VETERAN ☐ EMPLOYMENT SERVICES ORGANIZATION	eVA Registered?

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

<u>VIRGINIA STATE CORPORATION COMMISSION (SCC)</u> <u>REGISTRATION INFORMATION</u>

The Bidder:
\square is a corporation or other business entity with the following SCC identification number:OR-
\square is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
□ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) -OR-
□ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.
Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the
due date for bids: □

ATTACHMENT B

BIDDER'S REFERENCE SHEET

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

1.

2.

Ye	ars in Business: Indic	cate the length of time you have been in business providing this type of goods/services
Re	ference:	
Inc		of at least 3 recent references for which you have provided this type of goods/services was furnished and the name and address of the client; and the name, email address 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 SAMPLE CONTRACT

Services Contract Contract No. [#]

This Services Contract (this "Contract") entered into this [#] day of [month] 20[##], by the County of Henrico, Virginia (the "County") and [Bidder's Name], a [state] [corporation <u>or</u> limited liability company <u>or etc.</u>], and its successors it assigns (the "Contractor").

SCOPE OF CONTRACT: The Contractor shall furnish all materials, equipment, and labor necessary to provide [description of the goods and/or services] to the County as set forth in the Contract Documents.

COMPENSATION: The compensation the County will pay to the Contractor under this Contract shall be [insert information, referenced document (*e.g. Appendix A*), matrix, etc.].

CONTRACT TERM: The Contract term shall be for a period of [number] year[s] beginning [date] and ending [date]. The County may renew the Contract for up to [number] [number]-year terms giving 30 days' written notice before the end of the term unless Contractor has given the County written notice that it does not wish to renew at least 90 days before the end of the term.

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

- 1. This Services Contract between the County and Contractor.
- 2. Invitation for Bid No. [###], dated [date] (as modified by any addenda).
- 3. The Contractor's bid dated [date].

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

[Contractor Name] [Address]	County of Henrico, Virginia P.O. Box 90775
[City, State, Zip]	Henrico, VA 23273-0775
Signature	Signature
	[Purchasing Director Name]
Printed Name and Title	Purchasing Director
Date	Date

ATTACHMENT D Insurance Specifications County of Henrico

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

Please be sure and review the Additional Requirements Section

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

Workers' Compensation

Statutory Virginia Limits
Employers' Liability Insurance - \$100,000 for each Accident by employee
\$100,000 for each Disease by employee
\$500,000 policy limit by Disease

Commercial General Liability

\$1,000,000 each occurrence including contractual liability for specified agreement \$2,000,000 General Aggregate (other than Products/Completed Operations) \$2,000,000 General Liability-Products/Completed Operations \$1,000,000 Personal and Advertising injury \$100,000 Fire Damage Legal Liability

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

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

Umbrella Liability

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

Additional Requirements

scope o	ition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the of work that is included and if any of the following are included in the services that will be led, the following additional insurance will be required, if required:
	Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional) Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.
	Cyber Liability - \$2,000,000 Per Occurrence Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.
	Abuse and Molestation Coverage - \$1,000,000 Per Occurrence Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.
	Pollution Liability - \$1,000,000 Per Occurrence Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.
	Explosion, Collapse & Underground Coverage (XCU) Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.
	Builders Risk Coverage Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.
	Other as Specified Below

NOTE 1:

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

NOTE 2:

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

NOTE 3:

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

NOTE 4:

The Certificate Holder Box shall read as follows:

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

ATTACHMENT E

Temporary Employee Non-Disclosure Agreement

As a condition of working as a temporary employee for the County of Henrico, Virginia (the "County"), I agree to abide by the following agreement (the "Agreement"):

For purposes of this Agreement, "Confidential Information" means any data or information to which I have access through my temporary employment with the County, that is legally required to be kept confidential or that a reasonable person would want to keep confidential, including, but not limited to: (i) the Federal Identification Number of any business entity, (ii) the Social Security number of any individual, and (iii) any other information that should reasonably be recognized as private, personal or confidential information of any individual or entity.

I acknowledge that as part of my duties as a temporary employee for the County, I may, from time to time, have access to Confidential Information. I will not disclose any Confidential Information except as strictly necessary to perform the duties of my temporary employment with the County. Confidential Information is protected by law and by the policies of the County. At all times I will use reasonable measures to safeguard Confidential Information, and I will be fully responsible for my misuse or wrongful disclosure of Confidential Information. I acknowledge that I have no right or ownership interest in any Confidential Information, and that the County may, at any time, revoke my authorization allowing access to Confidential Information. I acknowledge that I am obligated to protect Confidential Information from unauthorized disclosure and that I will only use Confidential Information to perform my legitimate job duties as a temporary employee of the County. I acknowledge that violation of this agreement may subject me to discipline, which may include, but is not limited to: (i) termination from current County projects, (ii) exclusion from further County projects, and (iii) legal liability. My obligations with respect Confidential Information hereunder shall survive the termination of any agreement or employment relationship with the County.

Any failure by the County to enforce any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. The Agreement is made and entered into in the County of Henrico, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to conflicts of law principles. Any dispute arising out of the Agreement, its interpretations, or its performance shall be litigated only in Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

TEMPORARY EMPLOYEE	COUNTY OF HENRICO
Signature	Signature
Printed Name	Printed Name
Date	Date

ATTACHMENT F Job Classifications

Category No. 1	Classification	Position Description	Skills and Knowledge	Minimum Education
Administrative Services	Receptionist	Serves as initial point of contact for visitors, telephone calls and deliveries to the agency. Duties include efficiently and courteously answering multi-line telephone system; responding to routine inquiries; taking messages or routing callers to appropriate parties; greeting visitors and notifying appropriate employee of office arrivals; accepting deliveries and contacting office for retrieval; preparing a variety of department specific correspondence, documents or reports; and providing a variety of routine office support duties as needed using various Microsoft Office products.	equipment. Proficient in the use of personal computers and common business software, including Microsoft Office products, used in a Windows environment. Demonstrated abilities to efficiently and courteously answer multi telephone lines and	Graduation from high school or equivalent education and three (3) years of relevant office support experience
Administrative Services	Data Entry	as spreadsheets and databases, which may include proprietary databases; retrieves, compiles, or analyzes data using common business software to support department needs and other requirements; prepares a variety of department specific documents and reports to specific formats; prepares or	software, including Microsoft Office products, used in a Windows environment. Sound computer skills with the ability to quickly learn and accurately use common and proprietary database applications and systems relevant to assigned duties. Sound typing, filing, copying and general office support skills. Demonstrated ability to accurately multitask and manage priorities and assigned duties. May require the ability to work in a fast-	or equivalent education and three (3) years of relevant

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		General office and operations support (i.e., files, copies, sorts,	Proficient in common business software including the Microsoft	Graduation from high school
		matches reports, collates, staples, stuff envelopes, opens and	Office Suite.	or equivalent and one (1) year
		distributes mail, routes telephone calls, maintains staff and/or		of relevant routine office
		office calendars, etc.); performs basic typing, data entry, and		support experience involving
		formatting using various common business office software to		typing, alpha/numeric data
		produce routine correspondence, memoranda and reports;		entry, preparing reports using
Administrative		prepares and verifies mathematical computations, tabulations,		common business software,
Services	Office Clerk	reports and records; may prepare office supply orders and		processing mail, answering
Services		maintain supply inventories; and performs any other assigned		telephone calls, filing, copying
		routine support duties. Demonstrated ability to accurately		and maintaining staff or office
		multitask, manage priorities and complete assigned duties		calendars
		efficiently within specified requirements. May require the		
		ability to work in a fast-paced environment.		
		Performs paraprofessional level work requiring the application	Sound working knowledge of generally accepted bookkeeping and	
		of generally accepted bookkeeping and accounting principles	accounting principles and practices; demonstrated accuracy in	or equivalent and one (1) year
		to various financial transactions. Accurately creates and	mathematical calculations, handling financial transactions,	of relevant experience such
		maintains a variety of detailed financial records which may	researching transactions and maintaining accurate financial	routine bookkeeping, AP, AR
		include records of petty cash, payments, expenditures,	records. Demonstrated ability to apply and adapt established	or other fiscal
		purchase orders, contracted services, budget related	policies and practices to a variety of financial transactions and	records/transactions
Administrative		transactions and/or work orders; reconciles, prepares and	records, and to prepare accurate financial reports and statements.	experience.
Services	Account Clerk	processes a variety of accounts payable and/or account	Proficient in common business software including the Microsoft	
Services		receivable financial transactions; prepares and maintains	Office Suite. Prefer experience in Oracle software applications.	
		related supporting details and data; assists with or prepares	Demonstrated ability to accurately multitask, manage priorities	
		financial statements/reports.	and complete assigned duties efficiently within specified	
		May be required to provide routine office support such as	requirements. May require the ability to work in a fast-paced	
		answering telephones, taking messages and/or refer callers to	environment.	
		appropriate parties; and performs any other related assigned		

Administrative Services	Administrative Assistant	one or more professional and/or managerial staff (i.e., files,	software, including Microsoft Office products, used in a Windows environment. Experience providing office support to supervisory and managerial staff as various levels within the organization; maintaining an office or unit calendar; preparing a wide variety of documents, reports and presentations; and handling confidential or sensitive information. Demonstrated ability to apply and adapt	years of relevant office support experience providing clerical and administrative
Administrative Services	Cashier	The DPU Cashier position requires arithmetical calculations, some knowledge or familiarity with personal computers, the ability to enter and retrieve data on an automated accounts system, ability to understand and follow oral and written directions, ability to write legibly, ability to pleasantly deal with the public and with co-workers with tact and courtesy, mental alertness, dependability. The cashiers are generally situated inside a building/booth with no exposure or interface with heavy equipment operations/landfill/public works etc. Essentially, they will be greeting customers, inquiring on the type of solid waste/recyclables customers have, directing them within the facility as appropriate, accepting money(cash) and using a cash register. The person would need to pass a background check. A small amount of paperwork is required but accounting is critical.	Work experience as a Retail Cashier or in a similar role in sales. Basic PC knowledge. Familiarity with electronic equipment, like cash register and POS. Good math skills. Strong communication and time management skills. Customer satisfaction-oriented.	High school degree and at least three years relevant experience.

Category No. 2	Classification	Position Description	Skills and Knowledge	Minimum Education
Industrial	Food Service Helper	Assist in the preparation and cooking of food for large groups of people, serves food at a steam counter, prepares and maintains soup and salad bar, prepares and serves sandwiches at a deli counter, keeps cafeteria and kitchen clean, operates the dishwasher, does related work as required.	-	Completion of the 10th grade and at least 1 year of experience related to food service.
Industrial	Laborer	Performs a wide variety of manual labor to include walking, bending, lifting, carrying, moving and repetitive motion activities. Routine labor duties may include picking up garbage/refuse cans and dumping them into a garbage truck collection receptacle, bagging and loading bagged leaves onto a dump truck, raking and bagging leaves, vacuuming loose leaves from curbs and roadways, loading items, including heavy and oversized items, onto cleanup truck, mowing grass and brush, cleaning and pruning grounds/landscaping.	Must be able to follow oral and written instructions, safely perform assigned duties in varying street/traffic conditions, perform assigned duties in varying weather conditions, including extreme weather conditions. Requires physical condition, visual and hearing acuity sufficient to work safely under varying worksite and weather conditions and to safely operate equipment needed to perform assigned duties. Must be able to use all required personal protective equipment.	Completion of grade schools and one (1) year of relevant manual labor experience;

Industrial		Works an assigned shift under close supervision. As experience is gained work will be performed with greater independence. Assigned duties will include inspecting gauges, meters and control panels; observing and noting operating processes and variations; recording and reporting operating conditions and variations; operating a variety of industrial grade valves, gates and other controls; accurately collecting samples; performing routine preventive maintenance such as cleaning oiling and exercising equipment; assists in mixing chemicals to exacting specifications with little tolerance for variation or deviation.	perform assigned duties accurately in various worksite conditions, such as hot or noisy; accurately monitor and records operating conditions; operate industrial grade equipment safely using all required safety guards and equipment; use required personal protection equipment as required; basic mathematical skills to monitor, adjust and maintain processes; basic maintenance or mechanical aptitude to perform routine cleaning and maintenance of equipment; and basic computer skills to create and maintain required logs and records. Requires the ability to work a flexible schedule, including shift work. Note: Various industrial assignments may require Personal Protection Equipment (PPE) such as safety shoes, safety glasses, safety vests, gloves and hard hats. Contracted employee is expected to arrive at the job site with appropriate PPE and training equipped to complete the work that is to be performed. It is the Successful Bidder's responsibility to present the contracted employee in this manner.	Graduation from high school and one (1) year of relevant work experience, preferable in an industrial setting.
Industrial	Environmental Program Specialist	Trains and works under the direction of County employees to perform site inspections to ensure compliance with an assigned programs' regulations. Works at various locations throughout the County, which may include yards, undeveloped parcels, constructions sites, etc., based assigned program and daily work orders. Performs inspections based on assigned program requirements; completes paperwork related to each inspection; prepares other related documentations as needed (e.g. photographs); accurately documents findings according to assigned program's requirements, may include paper and databases; works with County personnel, the public and other stakeholders as needed to resolve identified violations; follows-up as assigned to ensure violations have been corrected and meet regulations; accurately documents fellow-up inspections findings; may be assigned to compile data and prepare related reports.	communication skills to effectively communicate program requirements, explain violations and work collaboratively to identify options to remedy the violations. Must be able to follow complex oral and written instructions, safely perform assigned duties in varying worksite and environmental conditions, and perform assigned duties in varying weather conditions, including	Requires coursework in a science field such as biology or environmental science, preferable at the college level, and a minimum of one (1) year of relevant work experience that includes creating and maintain accurate documentation and records (paper and electronic).

	Industrial	Heavy Industrial Worker (General Laborer)	bending, lifting, carrying, moving and repetitive motion activities. Routine labor duties may include picking up garbage/refuse cans and dumping them into a garbage truck collection receptacle, bagging and loading bagged leaves onto a dump truck, raking and bagging leaves, vacuuming loose leaves from curbs and roadways, loading items, including heavy and oversized items, onto cleanup truck. Tools/Equipment Workers Will Be Required: - Hard hat, safety vest, and steel toe shoes - The workers will be required to operate the levers at the back of the trash trucks pictured below while working with County	perform assigned duties in varying street/traffic conditions, perform assigned duties in varying weather conditions, including extreme weather conditions. Requires physical condition, visual and hearing acuity sufficient to work safely under varying worksite and weather conditions and to safely operate equipment needed to perform assigned duties. Must be able to use all required personal protective equipment.	Completion of grade schools and one (1) year of relevant manual labor experience
		* *			

ATTACHMENT G 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 <u>eVACustomerCare@dgs.virginia.gov</u> General Requirements*

- Your business must be eVA registered and in <u>active</u> 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	 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	i. Review the solicitation posting and attachments.ii. Click Respond Online	
4	Response Steps: 1: Solicitation Response	 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. 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 click Continue to respond to the Line Items. 	

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	2: Lines Items	i. Click No Bid Lot to No Bid a Lot or Click Undo No Bid Lot to Undo No Bid a Lot (if applicable).	
		ii. For lines, you would like to respond to, enter your responses in Unit Price and Delivery Days .	
		NOTE: Additional per line item information, can be provided by expanding the Comments, Product Specs, and Shipping/Handling Details links.	
		iii. For lines, you do not wish to respond to, select No Response from the Response Type drop-down box.	
		iv. Click Next: Subcontractor Plan	
	3: Subcontractor Plan	NOTE: Small Business Subcontracting Plan Submission, refer to the instructions provided in the solicitation.	
		i. Click Next: Review & Submit	
		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.	
	4: Response Summary	i. Review response and click Submit	
		ii. Confirm submission of response by clicking the Submit button on the pop	
		up. NOTE: You will receive an "Action is complete. Click Close to exit."	
		confirmation screen once your response has successfully submitted.	
		(CVA), Vision Styr Signary General Construction from the time time to time the time time time time time time time tim	
		Action is complete. Click Close to exit.	
		iii. Click Close	
	Varify Assertance		
5	Verify Acceptance / Review Response	i. From the Home page, Click the My Business dropdown box and click the Responses link (top of page)	
	•	ii. Find the solicitation number and corresponding Response ID, if labeled	
		"Accepted" your response has been accepted.	
		iii. To Review the response, click the View/Edit Response button	

Amend Response

- 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

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.

- vi. Update information as necessary to this page
- vii. Click Next: Subcontractor Plan

NOTE: Small Business Subcontractor Plan Submission, refer to the instruction provided in the solicitation.

viii.Click Next: Review & Submit

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.

- ix. Review response and click **Submit**
- x. Confirm submission of response by clicking the **Submit** button on pop up.

NOTE: You will receive an "Action is complete. Click Close to exit." confirmation screen once your response has successfully submitted.



7 Withdraw Response

- 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

NOTE: You will receive an "Action is complete. Click Close to exit." confirmation screen once your response has successfully submitted.



- Click Close
- vi. Status under **Response** will now be **Withdrawn**

8	Print Response	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