



COMMONWEALTH OF VIRGINIA
County of Henrico

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

IFB No. 25-2855-7JMH

July 15, 2025
Invitation for Bid (“IFB”)
Bulk Bottled / Canned Water, Plastic and/or Aluminum

Your firm is invited to submit a bid to provide bulk drinking water packaged in bottles and/or cans in accordance with the enclosed Scope of Work/Services, Bid Response Requirements, General Contract Terms and Conditions, and, if applicable, Special Contract Provisions. Pursuant to Section 2.2-4304 of the Code of Virginia, this procurement is a cooperative procurement being conducted on behalf of Henrico County and other public bodies.

Your firm’s bid submission must be received no later than **July 30, 2025 at 2:30pm, local prevailing time**, by submission through the Commonwealth of Virginia’s electronic procurement platform [eVA](#). A public bid opening will be conducted through a Microsoft Teams meeting upon the closing of the bid period. Bidders interested in participating in the bid opening shall send a request to be added to the meeting invitation to Justin M. Herbaugh via email at her034@henrico.gov. The Microsoft Teams meeting will be made available for joining five minutes prior to the public bid opening.

Time is of the essence, and any bidder that attempts to submit a bid after the appointed hour for submission, will be unable to, because eVA automatically closes the solicitation at the appointed time. The time of receipt 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.

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 website at:
<http://henrico.gov/finance/divisions/purchasing>, and on eVA at <https://eva.virginia.gov/>.

Should you have any questions concerning this IFB, please contact Justin M. Herbaugh at her034@henrico.gov by no later than **July 22, 2025**.

Very truly yours,

Justin M. Herbaugh, VCA, VCO
Procurement Analyst III

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I. Introduction

A. Purpose

The intent and purpose of this IFB, is to establish multiple annual contracts with qualified suppliers to furnish and provide delivery of bulk drinking water packaged in plastic bottles and/or aluminum cans to the County of Henrico, Virginia (the “County”) in accordance with the Scope of Work/Services section of the solicitation.

B. Background and Historical Data

In 1994, the County signed an agreement with the City of Richmond to purchase 12 million gallons of water per day from the City through July 1, 2040. This water comes directly from Richmond to the County through reclamation processes via the City’s water treatment facility. In January of 2025, Richmond experienced a severe outage at their water treatment facility, causing residents of Richmond and additional surrounding counties to lose access to municipal water for multiple days. This situation resulted in the purchase of large quantities of bottled water by the County to meet the needs of its residents. To be better prepared for any future similar occurrences, the County desires to establish contract(s) for purchases of bulk packaged water for emergency situations and/or in preparation to respond to future emergency situations.

II. Scope of Work/Services

The Successful Bidder shall provide all labor, supervision, material, equipment, etc., as required, to successfully provide bulk packaged drinking water.

A. Technical Specifications

1. All packaged water products must be processed, packaged, labeled and transported in accordance with regulations of the Virginia Health Department, U.S. Department of Agriculture, and requirements of the Federal Food, Drug, and Cosmetic Act. Bottled and canned water shall confirm with the following regulations:
 - a. FDA Standards of Quality as outlined in the Code of Federal Regulations, 21 CFR 165.110(b): [https://www.ecfr.gov/current/title-21/part-165#p-165.110\(b\)](https://www.ecfr.gov/current/title-21/part-165#p-165.110(b))
 - b. EPA National Primary Drinking Water Standards and Secondary Drinking Water Standards: <https://www.epa.gov/dwreginfo/drinking-water-regulations>
2. Bidders may submit descriptive literature on all offered bottled and/or canned water product(s) with their bid. Descriptive literature shall include, at minimum, product manufacturer, name, size/quantities, image of packaging label, bottle/can container composition, recommended shelf-life, and guides to interpret packaging code. If information is not included, the County reserves the right to request such information prior to award of contract.
3. The Successful Bidder(s) shall not provide any product with a sell-by, best-by, or expiration date listed before 180 days after the date and time of delivery to the County.
4. Bottled and canned water products must be loaded securely on standardized wooden pallets and placed in trailers with a configuration they can easily be removed using pallet jacks. During transport, pallets of product shall be braced or otherwise prevented from shifting to prevent damage to the product.
5. The County **recommends** pallets come packed to a rough average height of 54” and must be double wrapped with shrink wrap for stability. Delivery may be refused if pallets are significantly less than the recommended loaded quantities. Based on the recommended height, each full pallet should roughly contain the following minimum quantities of total

plastic bottles based on bottle volume size (unless specified, cases consist of 24 bottles each):

- a. 1-gallon (128 oz) bottles: 36 cases of 6 bottles per pallet (216 bottles).
 - b. 20 oz bottles: 54 cases per pallet (1,296 bottles).
 - c. 16.9 oz bottles: 72 cases per pallet (1,728 bottles).
 - d. 12 oz bottles: 84 cases per pallet (2,016 bottles).
 - e. 8 oz bottles: 120 cases per pallet (2,880 bottles).
6. Pallets of water packaged in aluminum should contain the minimum quantities:
- a. 32 oz bottles/cans: 10 boxes of 80 bottles per pallet (800 bottles).
 - b. 16 oz bottles/cans: 72 cases of 24 per pallet (1,728 total).
 - c. 12 oz cans: 56 cases of 24 cans per pallet (1,344 cans).

B. General Requirements

1. Successful Bidder(s) shall be a firm regularly engaged in the sale of bulk packaged water and be able to provide goods as needed and requested in a timely manner. Orders will be placed on an as-needed basis and no minimum number of orders or expenditure is guaranteed throughout the contract period.
2. During the resultant contract period, the County reserves the right to place purchase orders with awarded Successful Bidder(s) based on product quantities immediately available and/or with the quickest delivery time due to emergency or time-sensitive situations.
3. Successful Bidder(s) and their couriers or transportation subcontractors shall comply fully with all federal, state and local laws, ordinances, and regulations, including but not limited to, the Virginia Occupational Safety and Health (VOSH) standards, Virginia Department of Labor and Industry (DOLI) standards, U.S. Environmental Protection Agency (EPA) standards, Federal Motor Carrier Safety Administration (FMCSA), Department of Transportation (DOT) standards, and any other applicable rules and regulations.
4. All products requested herein shall be delivered in vehicles (trucks and trailers) that are maintained in a sanitary, safe condition and be marked with clear company identification.
5. Employees or couriers of Successful Bidder must display their company identification.
6. Bulk packaged water will be purchased by the full trailer load (standard 53' trailer). Each trailer should include a minimum of twenty (20) fully loaded pallets, with a preferred load of twenty-six (26) fully loaded pallets.

C. Delivery Requirements

1. Successful Bidder(s) shall be responsible for coordinating with County authorized representative(s) for all deliveries. All deliveries should be made by appointment to a pre-authorized location in the County.
2. Any goods delivered that were not approved or ordered by the County will be refused. All deliveries must include a bill of lading or ticket that is signed by an authorized receiving person.
3. The County reserves the right to refuse delivery of damaged goods. Damaged goods include, but are not limited to, pallets that have become dislodged, broken/unwrapped product, or product that appears to not be old or out of the use-by date, which shall be returned and/or replaced as needed and requested.

4. All deliveries shall be delivered with a bill of lading, including but not limited to the following information:
 - a. Date and time of order.
 - b. Purchase order number, if provided.
 - c. Delivered quantities of bottled water product.
 - d. Authorized representative's acceptance signature.

D. Invoicing Requirements

1. Payment shall require the submittal of an itemized invoice which shall include, but may not be limited to, the following information:
 - a. Invoice date.
 - b. Invoice number.
 - c. Delivery date.
 - d. Purchase Order number.
 - e. Product, quantity, unit price, and total extended price of goods purchased and delivered.
 - f. Passthrough courier freight charges.
2. Unauthorized invoice charges will **not** be accepted. Any invoice submitted for payment with questionable charges will be returned to the Successful Bidder for correction and must be resubmitted with an explanation as to the reason for the unauthorized charges.
3. Invoices shall be mailed to the address provided on the Purchase Order. Electronic copies of invoices may also be submitted by email to the County, in addition to mailed invoices. Electronic copies of invoices shall be for informational purposes only and shall not supersede or replace mailed invoices.

E. Pricing

1. Successful Bidder(s) shall provide pricing for bulk bottled water that meets the minimum requirements within Section I.D. "Specifications".
2. Pricing shall be based on a per pallet rate at the packaged quantities specified in I.D.5.a – e and/or I.D.6.a – c. All orders shall be made for a minimum of one (1) full trailer load of palletted cases as defined in the Scope of Work.
3. Freight or courier charges shall be passed through at cost. No additional increases or charges based on loading or unloading will be accepted. Unloading of pallets will be completed by the County.
4. Successful Bidder(s) shall indicate additional rush services or volume discounts as requested on the Bid Form. It is the County's sole discretion whether to accept or reject additional items.

III. County Responsibilities

The County will designate an individual to act as the County's representative with respect to the good provided or work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County's policies and decisions with respect to the contract.

IV. General Bid Submission Information and Instructions

A. Addenda

1. 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.
2. 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 IFB may be issued any time prior to the date set for the receipt of bids.
3. Each Bidder shall be responsible for determining that all addenda issued by the Purchasing Division for the IFB have been received before submitting a bid for the work. If an addendum is issued after a bidder has submitted a bid response, the Bidder shall resubmit their bid in the latest solicitation round in eVA. The County will only evaluate bids submitted in the latest solicitation round in eVA.
4. Each Bidder shall acknowledge the receipt of each addendum on the Bid Form.

B. Bidder's Representation

1. By submitting a bid in response to this IFB, 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.

C. Clarifications, Comments and Questions

The County welcomes comments regarding how the IFB and scope of work/services may be improved. **Bidders requesting clarification, interpretation of, or improvements to the IFB, shall submit technical questions in writing by the date set forth in this IFB.** Any changes to this IFB shall be in the form of a written addendum issued by the Purchasing Division.

D. Collusion

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, bidder or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 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.

E. Ethics in Public Contracting

By submitting a bid in response to this IFB, the Bidder certifies that its bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services

or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

F. eVA Submission

Sealed bids will only be received and accepted 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 IFB. Oral, fax machine, email and/or hard copy submissions will not be accepted.

G. Inspection of Records

1. 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 § 2.2-4342(C)).
2. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records (Va. Code § 2.2-4342(E)).

H. 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 90 days thereafter except as provided under the Withdrawal of Bid due to Error subsection of this section.

I. Nondiscrimination of Bidder

A bidder shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state or federal law, as may be applicable.

J. Submission of Bids

1. All Bidders shall use the enclosed Bid Form in submitting their bid prices through eVA.
2. All prices must be F.O.B. delivered to the point as indicated in the IFB. The County will grant no allowance for boxing, crating, or delivery unless specifically provided for in this IFB.
3. The Bid Form must be completed and legible. 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. Bids containing any conditions, omissions, erasures, alterations, or items not called for in the bid, may be deemed by the Purchasing Division as being 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. By submitting a bid in response to this IFB, the Bidder represents it has read and understands the Scope of Work/Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress or performance of the Contract.
7. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other related documents or to acquaint itself with conditions existing at the site, shall in no way relieve any bidder from any obligations with respect to its bid or the Contract.
8. 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 complete a 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.
9. 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.
10. 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.
11. Bidders are not required to bid on all line items. **Bidders are allowed to submit bids for line items that are applicable to them.**

K. 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)). A Bidder shall not designate as trade secrets or proprietary information (a) an entire bid, (b) any portion of a bid that does not contain trade secrets or proprietary information, (c) line item prices or total bid prices.

L. Use of Brand Names

1. Unless otherwise provided in the IFB, 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. Unless otherwise provided in the IFB, no proposed equal will be considered prior to receipt of bids. If bidding other than specified, the Bidder shall clearly and specifically identify the product being offered. Upon request, the Bidder may be required to provide complete and detailed descriptive literature, catalog cuts and specifications within three business days from the request to aid the Purchasing Division in determining whether the product offered meets the requirements of the IFB. Failure to do so may cause the bid to be considered nonresponsive.

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.

M. 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.gov with a copy to Justin M. Herbaugh at her034@henrico.gov 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 § 2.2-4330(C)).
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.

V. **Bid Response Requirements**

A. Bid Documents to be Submitted

Bidders are required to submit the following documents as part of their bid submission in eVA:

1. Bid Signature Sheet (**Attachment A**)
2. Bid Form (**Attachment B**)
3. Business Category Classification Form (**Attachment C**)
4. Virginia State Corporation Commission Registration Information (**Attachment D**)
5. Henrico County Business License or other Current Business License
6. Bidder’s Reference Sheet (**Attachment E**)
7. Responsible Bidder Certification (**Attachment F**)

The above documents shall be submitted collectively as one “.pdf” attachment through eVA in accordance with Section IV(J).

B. Certification

- a. As part of its bid, the Bidder must certify that it has not defaulted on any government contract in the last five years or must explain any such default in reasonable detail. The County may deem any such explanation of default insufficient if it does not include contact information for the government on whose contract the Bidder defaulted.
- b. As part of its submission, the Bidder must certify that no government has terminated a contract with the Bidder for cause in the last five years or must explain any such termination for cause in reasonable detail. The County may deem any such explanation of termination for cause insufficient if it does not include contact information for the government that terminated a contract with the Bidder for cause.
- c. As part of its submission, the Bidder must certify that neither it nor any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body. If the Bidder cannot make such certification, the Bidder must explain any ban in reasonable detail. The County may deem any such explanation insufficient if it does not include contact information for the public body that barred the Bidder or the Bidder’s officer, director, partner, or owner from participating in any procurement on any federal, state, or local government body’s contract.
- d. The aforementioned certification are to be made on the Responsible Bidder Certification form (**Attachment F**).

E. Henrico County Business License

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.

VI. Bid Evaluation / Selection Process

A. Contract Award

1. 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. **The bid will be awarded by Line based upon the lowest price per bottle/can** (See the separate .xlsx Excel spreadsheet BID FORM – PRICING document).
2. Notice of award or intent to award shall be posted on the Purchasing Division website at: <https://henrico.gov/finance/divisions/purchasing>.

B. Exceptions

Bidders that take exceptions to the IFB, the Scope of Work/Services, the County's General Contract Terms and Conditions, the Special Contract Provisions, and the Goods and Services Contract will be considered non-responsive and not be considered for a Contract award.

C. Informality

The Purchasing Division reserves the right to waive any informality, as defined in Va. Code § 2.2-4301, in bids and to award in part or in whole or to reject any and all bids. The reasons for the rejection shall be made part of the Contract file.

D. 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.

E. Product Evaluation/Testing

1. The Purchasing Division shall have the option to evaluate and/or test any item offered in this IFB 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 seven calendar days of the request by the Purchasing Division. Samples shall be sent to:

County of Henrico, Virginia
Attention: Justin M. Herbaugh
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.

F. Qualifications

The Purchasing Division may, before awarding the Contract, require a bidder to submit evidence of its qualifications as may deemed necessary by the Purchasing Division and may consider any evidence available concerning the financial, technical and other qualifications and abilities of the Bidder.

G. Responsible Bidder Certification

- a. “Responsible bidder” means a person who has the capability, in all respects, to perform fully the Contract requirements and the moral and business integrity and reliability that will assure good faith performance, and who has been prequalified, if required.
- b. In determining whether a bidder is responsible, the County will consider whether the Bidder has defaulted on any government contract in the last five years; whether any government has terminated a contract with the Bidder for cause in the last five years; and whether Bidder or any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government agency.
- c. If the Bidder fails to submit certifications or explanations in accordance with the Certifications subsection under Section V, the County may deem the bid nonresponsive and reject it.
- d. The Bidder must notify the County immediately if the Bidder discovers that its certification was erroneous when submitted or has become erroneous after bid submission, but prior to a Contract award.
- e. The fact that the Bidder defaulted on a government contract in the last five years; the fact that a government terminated a contract with the Bidder for cause in the past five years; or the fact that the Bidder or any of its officers, directors, partners, or owners has been barred from bidding on contracts by any federal, state, or local government body will not necessarily result in the County deeming the Bidder nonresponsible.
- f. If it is later determined that the Successful Bidder knowingly made a false certification, the County may terminate the contract for cause.

H. Tie Bid

In the case of a tie bid, preference shall be given to goods produced in Virginia, goods or services provided by Virginia persons, firms or corporations; if such choice is available; otherwise, the tie shall be resolved by the toss of a coin. In the case of a bid where goods are being offered, and preference for Virginia firms and/or products has already been considered, yet, there is still a tie bid, preference shall be given to the bidder whose goods contain the greatest amount of recycled content (Va. Code § 2.2-4324(C)), and should be decided by the toss of a coin if the preference for recycled content does not provide a winner.

VII. General Contract Terms and Conditions

A. Annual Appropriations

The contract resulting from this procurement (“Contract”) shall be subject to annual appropriations by the Henrico County Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror (“Successful Offeror” or “Contractor”) shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

B. Antitrust

By entering into a contract, the Successful Bidder conveys, sells, assigns, and transfers to the County of Henrico, Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the County under the contract.

C. Assignment of Contract

A contract shall not be assignable by the Successful Bidder in whole or in part without the written consent of the County.

D. Authorization to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form must be authorized to transact business in the Commonwealth 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. A Bidder 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 proposal the identification number issued to it by the State Corporation Commission (**Attachment D**). Any Bidder 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 is not required to be so authorized.
3. A Bidder described in subsection 2 that fails to provide the required information shall not receive an award unless a written waiver is granted by the Purchasing Director, his designee, or the County Manager.
4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County.
5. Any business entity described in subsection 1 that enters into a contract with a public body must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth 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.

E. Award of the Contract

The Successful Bidder must, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or any other forms required by the IFB.

F. Changes to the Contract

The parties may agree in writing to modify the terms, conditions, or scope of the Contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the Contract goods and services, or within the same broad product or service categories as were included in the Contract award. Any increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.

G. Compensation

1. The Successful Bidder must submit a complete itemized invoice for each item and/or service that are performed under the Contract. The Successful Bidder must include a unique identifying invoice number and the purchase order number on each invoice. The County shall pay the Successful Bidder for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

2. The County encourages the Successful Bidder to receive payments via ACH. The County utilizes a third-party payment network powered by Bank of America called Paymode-X. This network allows the County to make ACH payments to vendors without retaining any financial information of that business. If interested, the Successful Bidder should visit <https://www.paymode.com/henricocounty> to register or for more information. The Successful Offeror should register each payment address where ACH payments will be received. Once registered with Paymode-X, the verification process takes up to two weeks before ACH payments begin. All payments until then are issued via check.

H. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in the County and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, 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.

I. 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.

J. Employment Discrimination by Contractor Prohibited

1. Contractor certifies to the County of Henrico, Virginia that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-

4343.1E). During the performance of this Contract, the Contractor agrees as follows (Va. Code § 2.2-4311):

- a. The Contractor 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 Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, 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 Contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

K. Employment of Unauthorized Aliens Prohibited

As required by Virginia Code §2.2-4311.1, the Contractor does not, and shall not during the performance of this agreement, in the County of Henrico, Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

L. Environmental Management

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

M. Insurance Requirements

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. **(Attachment G).**

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

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 sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA and the County's internet site at <http://henrico.gov/finance/divisions/purchasing/> and may be viewed under the Bids and Proposals link. Construction related solicitations are located on eVA and County internet sites and on ProcureWare at <https://henrico.procureware.com/home>.

O. 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.

P. Occupational Safety & Health Policy Statement

The Successful Bidder must comply with all applicable federal, state, and local occupational safety and health standards. The Successful Offeror is required to abide by the County's Occupational Safety & Health Policy Statement: https://henrico.gov/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 Successful Bidder must be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Successful Bidder must immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

Q. Ownership of Deliverable and Related Products

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Bidder, from doing so. To the extent that the Successful Bidder may be deemed at any time to have any of the foregoing rights, the Successful Bidder agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.
2. The Successful Bidder is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This shall not preclude bidders from submitting bids, which may include innovative ownership approaches, in the best interest of the County.

R. Payment Clauses Required by Va. Code §2.2-4354

1. In the event that the Successful Bidder has not received payment from the County for work performed by a subcontractor under a construction contract, the Successful Bidder shall be liable for the entire amount owed to such subcontractor and to pay such subcontractor within 60 days of the receipt of an invoice following satisfactory completion of the work for which the subcontractor has invoiced. The Successful Bidder shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the contract. However, in the event that the Successful Bidder withholds all or a part of the

amount invoiced by the subcontractor under the terms of the contract, the Successful Bidder shall notify the subcontractor within 50 days of the receipt of such invoice, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment, specifically identifying the contractual noncompliance, the dollar amount being withheld, and the lower-tier subcontractor responsible for the contractual noncompliance. Payment by the party contracting with the Successful Bidder shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of the Successful Bidder's receiving payment for amounts owed to that contractor.

2. 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:
 - a. 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
 - b. Notify the County and subcontractor(s), in writing, of the Successful Bidder's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
3. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.
4. 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).
5. The Successful Bidder's obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section shall not be construed to be an obligation of the County. A contract modification shall 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.

S. Record Retention and 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 IFB. 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 the Successful Bidder's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Bidder's normal working hours.
2. County personnel may perform in-progress and post-audits of the Successful Bidder's records as a result of a Contract awarded pursuant to this IFB. Files would be available on demand and without notice during normal working hours.

T. 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 material to safely accomplish the work specified and performed by the Successful Bidder.

2. Each job site must have a supervisor who is competent, qualified, or authorized on the worksite, 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 is 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 must immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

U. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

V. 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.

W. Successful Bidder's Performance

1. Goods and services must be delivered and rendered strictly in accordance with the Contract and shall not deviate in any way from the terms, conditions, prices, quality, quantity, delivery instructions, and specifications of this IFB.
2. All goods and/or services delivered and/or rendered shall comply with all applicable federal, state, and local laws, and shall not infringe any valid patent or trademark. The Successful Bidder shall indemnify, keep, save, and hold the County, its officers and employees, harmless from any liability for infringement and from any and all claims or allegations of infringement by the Bidder or the County, its officers and employees, arising from, growing out of, or in any way involved with the goods delivered or services rendered pursuant to this purchase.
3. In the event that suit is brought against the County (including Henrico County Public Schools), its officers and/or its employees, either independently or jointly with the Successful Bidder, the Successful Bidder shall defend the County, its officers and employees, in any such suit at no cost to the County and the County's officers and employees. In the event that final judgment is obtained against the County, its officers, and/or its employees, either independently or jointly with the Successful Bidder, then the Successful Bidder shall pay such judgment, including costs and attorneys fees, if any, and hold the County, its officers and employees, harmless therefrom.

4. The Successful Bidder shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
5. The Successful Bidder shall not, in its product literature or advertising, refer to this purchase or the use of the Bidder's goods or services by the County, Virginia.
6. The Successful Bidder shall cooperate with County officials in performing the specified work so that interference with the County's activities will be held to a minimum.

X. Taxes

1. The Successful Bidder shall pay all County, state, and federal taxes required by law and resulting from the goods and/or services or traceable thereto, under whatever name levied. Such taxes shall not be in addition to the Contract price between the County and the Successful Bidder because the taxes shall be solely an obligation of the Successful Bidder and not the County, the County shall be held harmless for same by the Successful Bidder.
2. The County is exempt from the payment of federal excise taxes and the payment of state sales and use tax on all tangible, personal property for its use or consumption except taxes paid on materials that will be installed by the Successful Bidder and become a part of real property. Tax exemption certificates will be furnished upon request.

Y. Termination by County

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 it is determined that the Successful Bidder knowingly made a false certification in violation of the Responsible Bidder Certification section of this IFB, the County may terminate the contract for cause. In terminating the contract for this cause, the County shall not be obligated to give the Successful Bidder the opportunity to cure.
 - h. 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.
 - i. 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.

Z. Use of Forced and Child Labor Prohibited (VA Code § 2.2-4311.4)

The use of forced or indentured child labor in the performance of this contract is prohibited. The Successful Bidder must include such prohibition in every subcontract or purchase order that exceeds \$10,000, so that the prohibition will be binding upon each subcontractor or vendor.

VIII. Special Contract Provisions

A. Contract Period

1. The contract period shall be one (1) year. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for four (4) additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices 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 five (5) years.

B. Continuity of Services

1. The Successful Bidder recognizes that the services under this contract are vital to the County and must be continued without interruption and that, upon contract expiration, a successor, either the County or another Successful Bidder, may continue them. The Successful Bidder agrees:
 - a. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - b. To make all County owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c. That the County shall have final authority to resolve disputes related to the transition of the contract from the Successful Bidder to its successor.
2. The Successful Bidder shall, upon written notice from the County, furnish phase-in/phase-out services for up to 90 days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the County's approval.
3. The Successful Bidder shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the County in writing prior to commencement of said work.

C. Cooperative Procurement

This procurement is being conducted by the County in accordance with the provisions of Section 2.2-4304 of the Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this Contract. The Contractor shall deal directly with any public body it authorizes to use the Contract. The County, its officials, and its employees are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other

public body, and in no event shall the County, its officials, or its employees be responsible for any costs, damages or injury resulting to any party from another public body's cooperative use of a County contract. The County assumes no responsibility for any notification of the availability of the Contract for use by other public bodies, but the Contractor may conduct such notification.

D. Federally Imposed Tariffs

1. In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in the Successful Bidder's costs to a level that renders performance under the Contract impracticable, the County may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the Successful Bidder that are provided to the County under this Contract.
2. Prior to the County agreeing to a price increase pursuant to this Section, the Successful Bidder must provide the County the following documentation, all of which must be satisfactory to the County:
 - a. evidence demonstrating: (i) the unit price paid by Successful Bidder as of the date of award for the good or raw material used to furnish the goods to the County under this Contract, (ii) the applicability of the tariff to the specific good or raw material, and (iii) Successful Bidder's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the County to verify that the tariff is the cause of the price change.
 - b. a certification signed by Successful Bidder that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the County at a lower cost from a different source located outside of the country against which the tariff has been imposed.
 - c. a certification signed by Successful Bidder that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Contract without such price increase.
 - d. as requested by the County, written instructions authorizing the County to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by Successful Bidder.
3. In the event the import duty or tariff is repealed or reduced prior to termination of this Contract, the increase in the County's contract price shall be reduced by the same amount and adjusted accordingly.
4. Contract price changes shall be documented through the execution of a contract amendment.

E. Indemnification

The Successful Bidder agrees to indemnify, defend, and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents, and employees ("Indemnified Parties") from any damages, liabilities, and costs, including attorneys' fees, arising from any claims, demands, actions, or proceedings made or brought against one or more of the Indemnified Parties by any person, including any employee of the Successful Bidder, related to 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 sole negligence of the County.

F. Non-Exclusive Contract

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

G. Goods and/or Services Contract Format

The Goods and/or Services Contract to be executed for this agreement shall be in substantially the form of **Attachment H**.

H. Period of Performance of Purchase Orders

To be valid, a purchase order issued under this Contract must be issued during the term of the Contract. The period specified for performance of the purchase order may extend past the term of the Contract. If a notice terminating this Contract is issued, the notice shall be construed as applying only to the Contract and not to any existing purchase order, unless the notice expressly states the intent to terminate the purchase order.

I. Warranty

The Successful Bidder agrees that the goods or services furnished under any contract resulting from this solicitation shall be covered by the most favorable commercial warranties the Successful Bidder gives any customer for such goods or services and that the rights and remedies provided therein are in addition to, and do not limit those available to the County by any other clause of this solicitation.

IX. Attachments

[This space intentionally left blank.]

ATTACHMENT A – Bid Signature Sheet

My signature certifies that the bid as submitted complies with all requirements specified in this Invitation for Bid (“IFB”) No. 25-2855-7JMH – Bulk Bottled / Canned Water, Plastic and/or Aluminum .

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

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

| |
|--|
| LEGAL NAME OF BIDDER (DO <u>NOT</u> USE TRADE NAME): |
| |
| ADDRESS: |
| |
| |
| FEDERAL ID NO: |
| SIGNATURE: |
| NAME OF PERSON SIGNING (PRINT): |
| TITLE: |
| TELEPHONE: |
| FAX: |
| EMAIL ADDRESS: |
| DATE: |
| (if applicable) VIRGINIA CONTRACTOR’S REGISTRATION NUMBER: |
| CLASS: |

ATTACHMENT B – 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 delivery of bulk packaged drinking water, plastic bottled and aluminum canned, in accordance with the enclosed Scope of Work/Services, General Contract Terms and Conditions, and Special Contract Provisions contained in **IFB No. 25-2855-7JMH**. **The Bid Form must be completed and legible.** 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:

PLEASE COMPLETE THE SEPARATE “BID FORM – PRICING” EXCEL .XLSX DOCUMENT. Bid submissions that do not contain the completed BID FORM – PRICING document will be deemed non-responsive.

Please use additional copies if extra space is needed to complete these sections.

List of external couriers and/or transportation subcontractors (*if applicable*):

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Locations of bottling facilities and/or warehouses supporting this bid (please include address):

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

BID FORM (Continued)

My/Our payment terms are: _____. If Bidder offers a cash discount for prompt payment, it will only be considered in determining the lowest responsible Bidder if the Bidder allows at least twenty (20) days for the prompt payment after the goods or services are received or after the invoice is rendered, whichever is later.

Indicate whether your business _____ is or _____ is not located in the County, if it is, please include a copy of your County business license with your bid.

Indicate whether you _____ have or _____ have not provided with this bid submission, appropriate Responsible Bidder Certification documentation as required in Section V – Bid Response Requirements.

I/We acknowledge the receipt of:

Addendum No. _____ Dated _____.

Addendum No. _____ Dated _____.

Addendum No. _____ Dated _____.

ATTACHMENT C – Business Category Classification Form

Company Legal Name: _____

This form completed by: Signature: _____ Title: _____

Date: _____

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

(Check all that apply.)

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

| |
|--|
| <p>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.</p> <p>eVA Registered? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> |
|--|

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

ATTACHMENT D – Virginia State Corporation Commission Registration Information

The Bidder:

is a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

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

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

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts 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 E – Bidder’s Reference Sheet

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

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

2. Reference:

Indicate below a listing of at least 3 recent references for which you have provided this type of goods/services. Include the date service was furnished and the name and address of the client; and the name, email address and telephone number of the contact person.

| | |
|-----------------|-------|
| 1. Date: | _____ |
| Client: | _____ |
| Address: | _____ |
| Contact Person: | _____ |
| Phone Number: | _____ |
| Email: | _____ |
| 2. Date: | _____ |
| Client: | _____ |
| Address: | _____ |
| Contact Person: | _____ |
| Phone Number: | _____ |
| Email: | _____ |
| 3. Date: | _____ |
| Client: | _____ |
| Address: | _____ |
| Contact Person: | _____ |
| Phone Number: | _____ |
| Email: | _____ |

ATTACHMENT F – Responsible Bidder Certification

Name of Bidder: _____

“Responsible bidder” means a person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance, and who has been prequalified, if required.

In determining whether a Bidder is responsible, the County will consider whether the Bidder has defaulted on any government contract in the last five years; whether any government has terminated a contract with the Bidder for cause in the last five years; and whether the Bidder or any of its officers, directors, partners, or owners is currently barred from bidding on contracts by any federal, state, or local government agency.

As part of this submission, the Bidder certifies that:

- It has not defaulted on any government contract in the last five years.**
- No government has terminated a contract with the Bidder for cause in the last five years.**
- Neither it nor any of its officers, directors, partners, or owners are barred from bidding on contracts by any federal, state, or local government agency.**

If the Bidder cannot make any of the certifications required above, the Bidder must indicate the reason by selecting the appropriate box below.

- It has defaulted on one or more government contract(s) in the last five years.**
- A government has terminated a contract with the Bidder for cause in the last five years.**
- It or one or more of its officers, directors, partners, or owners are barred from bidding on contracts by a federal, state, or local government agency.**

If any of the above three boxes are checked, the Bidder must explain all defaults, terminations, and/or bars in reasonable detail and include the contact information for the government agency on whose contract the Bidder has defaulted, been terminated, or been barred from bidding.

Signature of Authorized Representative

Printed Name of Authorized Representative

ATTACHMENT G – County of Henrico Insurance Specifications

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

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, 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 involves 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 H – Sample Contract

**Goods and Services Contract
Contract No. [#]**

This Goods and 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 *or* limited liability company *or etc.*], and its successors it assigns (the “Contractor”).

SCOPE OF CONTRACT: The Contractor shall furnish all materials, equipment, and labor necessary to provide Bulk Packaged Drinking Water 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 one (1) year beginning [date] and ending [date]. The County may renew the Contract for up to four (4) one-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 Goods and Services Contract between the County and Contractor.
2. Invitation for Bid No. 25-2855-7JMH, 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]
[City, State, Zip]

County of Henrico, Virginia
P.O. Box 90775
Henrico, VA 23273-0775

Signature

Signature

Printed Name and Title

Purchasing Director

Date

Date

APPROVED AS TO FORM

Assistant County Attorney

Date