



COMMONWEALTH OF VIRGINIA
County of Henrico

RFP No. 24-2678-4BJM

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

April 19, 2024
Request for Proposal (“RFP”)
On Call Plumbing Services

Your firm is invited to submit a proposal to provide on call plumbing services to the County of Henrico and Henrico County Public Schools in accordance with the enclosed Specifications and General Terms and Conditions. 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 proposal submittal, **consisting of one (1) complete electronic copy and one (1) redacted electronic copy (if applicable) in a “pdf” format**, will be received no later than **May 17, 2024 at 2:00 p.m.** by submission through the Commonwealth of Virginia’s electronic procurement platform [eVA](#).

Time is of the essence, and any offeror that attempts to submit a proposal 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. Offerors are responsible for ensuring that their proposals are submitted in eVA by the deadline indicated.

Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

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

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

Should you have any questions concerning this RFP, please contact Beverly Mitchell at mit098@henrico.us by no later than **4:30 p.m. on May 7, 2024**.

Very truly yours,

Beverly Mitchell, VCA, VCO
Procurement Analyst II

I. INTRODUCTION

A. Purpose

The intent and purpose of this Request for Proposal (“RFP”), and the resulting contract, is to obtain services from qualified firm(s) to provide on call plumbing services to the County of Henrico and Henrico County Public Schools in accordance with the Scope of Services section of the solicitation.

B. Background

The County of Henrico has a wide range of facilities consisting of a variety of plumbing components varying in degrees of complexity. To address the vast potential impacts to services within these facilities, the County is requesting proposals from offeror(s) who can meet the requirements of the County.

II. SCOPE OF SERVICES

A. General Requirements.

1. The Successful Offeror(s) shall furnish all labor, supervision, licensure, transportation, material, tools, equipment, supplies and incidentals required on an “as needed” time and materials basis. Types of County facilities shall consist of but not be limited to, office buildings, classrooms, common areas, cafeterias, gymnasiums, laboratories, auditoriums, libraries, equipment shops, jails, court buildings, detention centers, material storage buildings, fire stations, etc. Installation of new plumbing system and/or complete upgrade of existing plumbing system shall be excluded from this Contract.
2. The Successful Offeror(s) shall be a fully staffed operational service office, currently engaged in providing on call plumbing service, repair, maintenance, and replacement of existing plumbing systems; provide 24-hour emergency services as needed and requested; located within 35 miles (as defined by <https://www.google.com/maps>) of the County of Henrico Purchasing office located at 8600 Staples Mill Road, Henrico, Virginia 23228; have under their employment a minimum of four (4) licensed journeyman plumbers; dedicated to this contract with the ability to respond to two or more service requests; and equipment to meet the requirements as outlined in the Scope of Work/Services.
3. The Successful Offeror(s) shall have a minimum of five (5) years’ experience in providing Plumbing Services and shall possess and maintain a Virginia’s Contractor’s License Class A with a Plumbing (PLB) specialty through the Department of Professional and Occupational Regulations (DPOR).
4. The Successful Offeror(s) journeyman plumbers performing services under this Contract are required to be licensed through DPOR. The Successful Offeror(s) shall be responsible for providing the appropriate types and skill levels of personnel required to accomplish the necessary work. Offeror shall include with their proposal, a list of licensed plumbers capable of performing the requirements of this Contract along with copies of their license. The Successful Offeror(s) shall be responsible for providing an updated list of licensed journeyman plumbers to the County’s Purchasing Division as changes are made.

5. The Successful Offeror(s) helpers or apprentices shall not perform services under this Contract without a license journeyman plumber employed by the Successful Offeror.
6. The Successful Offeror(s) shall ensure all personnel and equipment comply with the Occupational Safety and Health Standards (OSHA), Virginia Occupational Safety and Health (VOSH) compliance program, the Virginia Uniform Statewide Building Codes, International Building Code, the Virginia Department of Environmental Quality (DEQ), Department of Motor Vehicles (DMV), and all other federal, state, local laws, and industry regulations, standards, ordinances, and procedures.
7. The Successful Offeror(s) shall be responsible for obtaining all permits required for the completion of the required work. The Successful Offeror(s) may be reimbursed the fees of the necessary permits by including the itemized fees on a separate line of an invoice for the required work.
8. The Successful Offeror(s) shall not subcontract any work without prior written approval from the County's authorized or designated representatives. All work shall be performed by the Successful Offeror(s) and their direct payroll personnel if prior approval has not been authorized for subcontract work.

B. Specifications

1. The Successful Offeror(s) shall be a firm regularly engage in providing plumbing maintenance and repair services to include but not limited to: piping, hot water piping, domestic hot water piping, cold water piping, domestic water, natural gas piping, drain piping, fittings, domestic hot water heaters and generation equipment, pumps, drains, vents, clean outs, toilets, faucets, fixtures, sanitary and/or septic systems, backflow prevention devices, roof drains, grease traps (General Government), grinder pumps, and any other associated plumbing services.
2. It is imperative the Successful Offeror(s) work with the County's authorized representation to coordinate these services.
3. The County's authorized representatives will contact the Successful Offeror(s) to request plumbing maintenance and repair services on a time and material basis as follows:
 - a) Emergency services shall be provided 24 hours per day, seven days per week, including holidays. A licensed plumber shall respond at the job site within two (2) hours after receiving the emergency call. Work on critical equipment must be completed as soon as possible. All emergency repairs must be approved by the County's authorized or designated representatives.
 - b) Non-emergency services shall be provided within 72 hours after receiving the request for services. A licensed plumber shall respond to the job site and be ready to initiate required services and repairs. Response shall be interpreted as reporting to the jobsite with all tools, equipment, and expertise necessary to perform the services and repairs. A licensed plumber shall provide the County's authorized or designated representatives with a detail of the work to perform and estimate of cost for approval. Upon completion of work, the licensed plumber shall provide service tickets/reports to the County's authorized or designated representatives. Work on non-critical equipment may be completed as time

permits as mutually agreed by the County's authorized or designated representatives and the Successful Offeror(s).

4. The Successful Offeror(s) shall adhere to the following procedure upon receipt of request for services:
 - a) A licensed plumber shall properly dispose of all materials in accordance with the existing federal, state, and local laws, codes, ordinances and regulations.
 - b) A licensed plumber must report to job site and meet with the County's contact personnel prior to performing services and prior to leaving job site.
 - c) All licensed plumbers and equipment shall comply with all Federal, State, local, and industry regulations, standards, ordinances, and procedures in accordance with Occupational Safety and Health Standards (OSHA).
 - d) No more than one (1) licensed plumber shall respond to calls for plumbing services. The County's authorized or designated representative may grant authorization for additional licensed plumber, if requested, to complete services in a timely manner. The Successful Offeror(s) must present sufficient justification to request additional personnel. No additional compensation will be allowed for an additional licensed plumber without prior approval.
 - e) At completion of maintenance services, the licensed plumber must submit a detailed electronic or paper service report/ticket of work performed and any recommendation for additional work other than minor repairs to the County's authorized representatives. If additional repairs are required, a licensed plumber shall submit an estimate/proposal/quote with details of the recommendation for additional work and estimated cost. The service reports/tickets shall include the following:
 - i. Date of service(s);
 - ii. Start and stop time of services performed;
 - iii. Building name, location, and address where services were performed;
 - iv. Number of licensed plumber(s), helper(s), and the workhours of each;
 - v. Details of work performed, to include material, parts or components replaced;
 - vi. Recommendation for additional work and corrective action to be taken;
 - vii. Licensed plumber name and signature; and
 - viii. County's authorized representatives name and signature.
5. Upon request for repair services requiring estimates/proposals/quotes, the Successful Offeror(s) shall prepare and submit a detailed non-binding estimate/proposal/quote to the County's authorized or designated representatives with the estimated cost. NOTE: The County will make payment to the Successful Offeror(s) for actual hours and materials used in the completion of the project. The County may obtain estimates/proposals/quotes from multiple sources and reserves the right to award the work to either other source or the Successful Offeror(s), whichever is in the best interest of the County. The estimates/proposals/quotes shall include the following:
 - a) A number traceable to an invoice number and the contract number;
 - b) Name and address of job sites;

- c) Description of plumbing services to be performed;
 - d) Number of man hours, labor rate(s), and labor category;
 - e) List of material, parts, and components which will be required to perform the plumbing services; and
6. The Successful Offeror(s) shall not charge the County for their time to inspect the worksite and to develop the written non-binding estimate. If the County decides not to proceed with the work, the Successful Offeror(s) time expended for the site inspection and development of a non-binding estimate/proposal/quote shall not be billable.
7. Upon acceptance and approval of the estimates/proposals/quotes, the County will issue a Purchase Order which shall include the Successful Offeror(s)'s estimates/proposals/quotes with a "not to exceed price" and the agreed upon starting and completion dates. The Successful Offeror(s) shall not begin the work until a written Purchase Order has been received. All work shall be completed within the time set forth in the Purchase Order. Failure to meet the time requirements established on the Purchase Order, without prior approval from the Contract Administrator or County's authorized representation, may result in the Successful Offeror(s) being considered in default of the Terms and Conditions of this Contract.
8. The Successful Offeror(s) shall not perform work which would result in exceeding the dollar limitation of the Purchase Order without first having obtained approval from the Contract Administrator or County's authorized or designated representatives, and a Change Order from the Purchasing Department. The County shall not be obligated to pay for unauthorized work.
9. The County reserves the right to witness and inspect all work performed, review data, request other additional information, and repeat service as necessary to ensure that the services provided conform to the requirements specified herein.
10. The County's normal business hours are as follows:
- a) General Government normal business hours are Monday through Friday from 8:00 a.m. to 4:30 p.m.
 - i. Jail East, Jail West and Juvenile Detention normal business hours are Monday through Friday between 7:00 a.m. and 7:00 p.m. The Successful Offeror(s)'s personnel will be required to undergo a Sheriff's Office security clearance prior to working within the courts, jail, and detention facilities. A Sheriff's Office Contractor's badge will be issued upon completion of the security clearance and must be worn at all times while working in the Jail facilities. Access to Jail East and Jail West will be coordinated with designated Sheriff's Office personnel assigned to those facilities.
 - ii. Recreation and Parks normal business hours are Monday through Friday between 7:00 a.m. and 7:00 p.m.
 - b) Henrico County Public Schools and School Administration Buildings normal school hours, with the exception of serving times for breakfast and lunch, are

Monday through Friday from 7:00 a.m. to 4:30 p.m. and summer hours shall be Monday through Thursday from 7:00 a.m. to 5:30 p.m. **Work must not interfere with school activities or when conducting testing (SOLs).**

- c) If earlier or later hours are needed to perform services, the County will work with the Successful Offeror(s) to accommodate.
 - d) County buildings/facilities are closed Saturday, Sunday, and County/school holidays. No work is permitted on these days without the prior approval and consent by the County's authorized representatives. The County holidays are as follows:
 - i. General Government: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
 - ii. HCPS: Winter Break (Week of Christmas into New Year), Martin Luther King, Jr. Day, Spring Break, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Break, and any other HCPS designated holidays.
 - iii. County's authorized representatives will notify the Successful Offeror(s) of changes to these holidays.
 - e) The Successful Offeror(s) must generally schedule work Mondays through Fridays year-round.
11. At the conclusion of the work, the Successful Offeror(s)'s personnel shall demonstrate to the County's authorized representative that the work is fully operational and in compliance with contract specifications and codes. After the final inspection is conducted, the County shall provide the Successful Offeror(s)'s personnel with a punch list that they shall complete. Deficiencies will be promptly and permanently corrected prior to final acceptance of the work and shall be the full responsibility of the Successful Offeror(s).
12. The Successful Offeror(s) shall invoice the County for services based on the hourly rates provided on their Proposal. Hourly rates per man hour for plumbing services shall include all overhead, profit, insurance, union pension fund or contributions, workmen's compensation, unemployment insurance, social security, supervision and truck usage, etc. The Successful Offeror(s) must pay its employees or contract workers, at a minimum, the wage levels required by federal and state law. Time spent for transportation of workers, material acquisition, handling and delivery, fuel charges or for movement of Successful Offeror(s)'s owned or rental equipment is not chargeable directly but is overhead and the cost shall be included.
13. The Successful Offeror(s) shall be paid an hourly rate per man hour for plumbing services as follows:
- a) Regular Hourly Rate shall be paid for productive time on the job site during normal school and business hours as specified.
 - b) Overtime Hourly Rate shall be paid for plumbing services performed outside of normal school and business hours as specified and must be approved by the

County's authorized representatives prior to work commencing. If work must be carried over and the Successful Offeror(s) wishes to continue to work beyond the County's normal school and business hours, authorization for overtime work must be obtained from the County's authorized representatives prior to proceeding.

- c) Emergency and Holiday Hourly Rate shall be paid for plumbing services to ensure plumbing systems are working properly and facilities are safe. Prior to the commencement of work, the County's authorized representatives must approve all work to be performed on an emergency basis or on the General Government and HCPS observed holidays. If it is determined that the cause of the failure or malfunction was due to the Successful Offeror(s)'s failure to properly perform repair services, such repairs shall be completed at no cost to the County.

14. Material, Parts, and Components.

- a) Successful Offeror(s) shall maintain a sufficient quantity of repair parts and standard equipment on hand or have ready access to these parts in order to prevent unnecessary downtime of equipment. Standard equipment necessary to perform all plumbing services, shall include, but not limited to equipment to clear plumbing stoppages of all types (including residential, commercial, and institutional), equipment (whether owned, through rental, or via subcontractor) for jetting services, flushing and pumping trucks, video camera and recording for interior and exterior line inspection with the capability to reach at least 300 linear feet.
- b) All materials, parts, and equipment used by the Successful Offeror(s) in the performance of this Contract shall be new, free from defect, asbestos free, and must comply with the Original Equipment Manufacturer (OEM) parts, unless an acceptable/comparable and approved alternative is approved in writing by the County prior to work being performed. ***The use of used, shopworn, demonstrator, prototype, reconditioned or discontinued models' parts and components are strictly prohibited.***
- c) Warranty period for parts, components and installation workmanship provided by the Successful Offeror(s) shall be for a period of one (1) year after completion of the installation or within the manufacturer's warranty, whichever is the later period. The warranty period shall commence upon date of acceptance by the County.
- d) The Successful Offeror(s) shall provide all manufacturers' warranty documents to the County's authorized representatives upon completion of installation.
- e) The Successful Offeror(s) must include a copy of their paid invoice/receipt for the cost of non-truck stock parts, materials, and components used in plumbing maintenance, installation, and repair services. The paid invoice/receipt must contain the distributor's name, address, and the line-item amount paid by the Successful Offeror(s) for the parts, materials, and components. The County will reimburse Successful Offeror(s) for non-truck stock parts, materials, and components at cost. The Successful Offeror(s) shall not invoice the County for rental, or any equipment Successful Offeror(s) could use on non-County work.

Failure to provide this information will cause the Successful Bidder's invoices to be returned and payment delayed or corrected by the County.

- f) Offerors shall provide their price for the truck stock items listed on the Pricing/Cost Proposal (Attachment H). The Successful Offeror(s) shall provide updated truck stock items list during the contract renewal period.
 - g) The County reserves the right to furnish materials and parts to the Successful Offeror(s). The Successful Offeror(s) shall keep an accounting of all items provided by the County and shall account for the use of those items on related service tickets. Unused items shall be returned to the County upon request by the County.
 - h) Material, parts, and components shall be delivered to various County locations.
 - i) Offerors shall state in their Proposal, their policy on return of material, parts, and components.
15. The Successful Offeror(s) shall maintain accurate records of plumbing services performed on County property. Records shall include service request dates, locations of plumbing services, replacement parts or components, and all equipment modifications. The Successful Offeror(s) shall make these records available during normal business hours for inspections by the County personnel and shall become the property of the County upon expiration or termination of the Contract.

C. Manufacturer's Warranty.

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

D. Asbestos.

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

E. Safety.

1. The Successful Offeror(s) shall keep work areas in a safe condition and clean up daily after all work activities. The Successful Offeror(s) shall also provide for any hazardous material storage facilities and disposal that may be required.
2. The Successful Offeror(s)'s personnel working on County's property or HCPS property, must report to the respective building representatives or school security office and sign the visitor's log sheet before providing plumbing maintenance and repair services. The same personnel must sign out with the building representatives or the school security office before leaving the premises. It is critical that the County's staff or school security staff be aware of the location of all visitors at all times.
3. The Successful Offeror(s) personnel shall be easily identifiable. Successful Offeror(s) shall provide identification badges with company name and logo to their personnel and shall be visibly worn at all times while on County property.
4. Successful Offeror(s) vehicles parked on County property shall comply with all traffic and parking regulations.
5. The Successful Offeror(s) shall be responsible at all times for the actions and work of its personnel who shall observe and comply with all regulations while on County property; failure to observe such regulations will be grounds for removal from County property.
6. During the execution of the work, the County reserves the right to suspend the work or reject the Successful Offeror(s)'s technicians and/or helpers who in the County's judgement are not adequately qualified to perform the work.

F. Equipment, Beyond Economic Repair.

The Successful Offeror(s) shall provide written notice to the County's authorized representatives of equipment considered Beyond Economic Repair, (BER), as determined by the Successful Offeror(s). The County's authorized representatives will on a case-by-case basis, have the option to consult a third party knowledgeable in the trade for an additional opinion to verify the claim of BER. In the event the equipment is considered repairable by the outside third party, the County's authorized representatives will have the flexibility to grant authorization of third-party to provide equipment repairs.

G. Damages.

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

H. Invoicing Requirements.

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

III. COUNTY RESPONSIBILITIES

The County will designate an individual to act as the County’s representative with respect to the 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. ANTICIPATED PROCUREMENT SCHEDULE

The following represents the timeline of the process currently anticipated by the County:

Request for Proposal Distributed	April 19, 2024
Questions Due	May 7, 2024
Receive Written Proposals	May 17, 2024
Conduct Oral Interviews with Offerors	June, 2024
Negotiations Completed	June, 2024
Award Contract	July, 2024
Services Begin	July, 2024

V. 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. Award of the Contract

1. The County reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror 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 bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable

4. Notice of award or intent to award may also appear on the Purchasing Office website: <http://henrico.us/finance/divisions/purchasing/>.

C. Collusion

By submitting a proposal in response to this Request for Proposal, each Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror 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.

D. Compensation

1. The County will not pay for any goods or services until the same have been actually received. For the avoidance of doubt, while estimates and proposals will be used to identify the projected scope of work, to establish a not-to-exceed price, and to aid in scheduling the work, they do not necessarily entitle a Successful Offeror to issue invoices to or demand payments from the County in an amount equal to the amount listed on the estimate or proposal; if a Successful Offeror works fewer hours or uses fewer materials than were included in an estimate or proposal, the Successful Offeror will not be entitled to payment for any time not worked or any materials not used.
2. Successful Offeror shall provide the Purchasing Division their social security number upon request. Proprietorships, partnerships and corporations shall provide their federal employer identification numbers upon request (Va. Code § 2.2-4354.2).
3. The Successful Offeror shall submit a complete itemized invoice on each item or service, which is delivered under the contract. The Successful Offeror 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 proposal.
5. Payment shall be rendered to the Successful Offeror for satisfactory performance compliance with the general terms, conditions, and specifications of this proposal. 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 Offeror 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 Offeror, which does not exceed one percent per month (Code of Virginia, Section 2.2-4354.4).

E. 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.

F. Termination by County

1. The County may terminate the Contract for cause or for convenience.
2. Termination for Cause
 - a. If the Successful Offeror fails to perform the Contract, in whole or in part, the County shall give the Successful Offeror written notice of the default and the opportunity to cure it by a stated deadline.
 - b. If the Successful Offeror 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 Offeror. 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 Offeror 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 Offeror receives the notice of termination minus the County's cost to complete the Successful Offeror's work. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination or for reimbursement of any cost the Successful Offeror incurs after the date the Successful Offeror receives the notice of termination. If the County's cost to complete the Successful Offeror's work exceeds the unpaid balance due to the Successful Offeror, the County will not owe the Successful Offeror any money; instead, the Successful Offeror 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 Offeror shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Offeror 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 Offeror 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 Offeror receives two notices of default, the County shall not be obligated to give the Successful Offeror 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 Offeror knowingly made a false certification in violation of the Responsible Offeror Certification section of this RFP, 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 Offeror the opportunity to cure.
 - h. If any act or omission of the Successful Offeror (including the Successful Offeror'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 Offeror 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 Offeror. Termination of the Contract for cause does not relieve the Successful Offeror of liability for damages the County sustains because of the Successful Offeror'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 Offeror 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 Offeror receives the notice of termination. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination, and the Successful Offeror 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 Offeror 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 Offeror shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Offeror 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 Offeror 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.

G. 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.

H. 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.

I. 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.

J. Ethics in Public Contracting

Contractor certifies that its proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with its proposal, 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.

K. Antitrust

By entering into a contract, the Successful Offeror 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.

L. Testing and Inspection

The County reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.

M. Assignment of Contract

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

N. Indemnification

The Successful Offeror 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 Offeror, 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 Offeror, provided that such liability is not attributable to the negligence of the County.

O. Insurance Requirements

The Successful Offeror 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 Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment E).**

P. 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.

Q. Offeror's Performance

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, state and federal laws, rules and regulations applicable to the business to be conducted under the Contract.
2. The Successful Offeror 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.
3. The Successful Offeror shall cooperate with County officials in performing the Contract work so that interference with the County's normal operations will be minimized.
4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

R. 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 Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.
2. The Successful Offeror 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 Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

S. Record Retention and Audits

1. The Successful Offeror 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 Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. 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 Offeror'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 Offeror's normal working hours.
2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

T. 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.

U. Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses 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.us/finance/divisions/purchasing/> and may be viewed under the Bids and Proposals link. Construction related solicitations are located on eVA and County internet sites and on ProcureWare at <https://henrico.procureware.com/home>.

V. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Offeror desires to subcontract some part of the work specified in the contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror 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. Taxes

1. The Successful Offeror shall pay all County, state, and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Such taxes shall not be in addition to the Contract price between the County and the Successful Offeror because the taxes shall be solely an obligation of the Successful Offeror and not the County, the County shall be held harmless for same by the Successful Offeror.
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. Tax exemption certificates will be furnished upon request.

X. Reserved

Y. County License Requirement

If a business is located in the County, it is unlawful to conduct or engage in the business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

Z. Environmental Management

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

AA. Safety

1. The Successful Offeror shall comply with and ensure that the Successful Offeror'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 Offeror 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 Offeror.

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 Offeror's personnel from the work site.
3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror must immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

BB. 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. An Offeror 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 C). Any Offeror 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 proposal a statement describing why the Offeror is not required to be so authorized.
3. An Offeror 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.

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

1. In the event that the Successful Offeror has not received payment from the County for work performed by a subcontractor under a construction contract, the Successful Offeror 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 Offeror 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 Offeror withholds all or a part of the amount invoiced by the subcontractor under the terms of the contract, the Successful Offeror 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 Offeror shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of the Successful Offeror's receiving payment for amounts owed to that contractor.
2. The Successful Offeror 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 Offeror by the County for work performed by the Successful Offeror'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 Offeror'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 Offeror 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 Offeror'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.

DD. Contract Period

1. The contract period shall be from the date of execution to June 30, 2025. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for 4 additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices unless written approval is given by the Purchasing Director.

3. The Successful Offeror shall give at least a 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.

EE. Non-Exclusive Contract

Nothing in this Request for Proposal constitutes an offer or promise to purchase any goods or services exclusively from the Successful Offeror. 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 Request for Proposal from other sources.

FF. Occupational Safety & Health Policy Statement

The Successful Offeror 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.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 Successful Offeror must be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Successful Offeror must immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

GG. Tobacco – Free Requirement

County Public Schools (“HCPS”) has a tobacco-free policy on school property. Therefore, the use or display of tobacco products by the Contractor, its suppliers and/or subcontractors on school property is strictly prohibited at all times, including days and/or hours when school is not in session. This includes, but is not limited to, outdoor areas of school properties and personal or business vehicles present on school property.

“Tobacco products” include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and coffee mugs.

“School property” includes land, buildings, facilities, and vehicles owned or rented by HCPS. School property includes parking lots, playgrounds and recreational areas.

HH. Direct Contact with Students Certification

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by Va. Code § 22.1-296.1(E).

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

II. Conduct

1. Fraternalization between supplier and teachers or students is strictly prohibited.
2. Use, consumption, and/or possession of any controlled substance, substances considered to be illegal, and alcohol are strictly prohibited on school grounds.
3. Cigarette smoking is prohibited on school grounds.
4. Use of vulgar, suggestive or abusive language or gestures is strictly prohibited on school grounds.
5. Use of radios/stereos or other noise producing equipment shall not be used. No weapons of any kind are allowed on school grounds.

JJ. 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.

VI. **PROPOSAL SUBMISSION REQUIREMENTS**

- A. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, email or hard copy submissions. Proposals will only be accepted through eVA.
- B. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- C. The Proposal Signature Sheet (**Attachment A**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may

result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

- D. Reserved.
- E. The time proposals are received shall be determined by the time clock in eVA. Offerors are responsible for ensuring that their proposals are submitted in eVA by the deadline indicated.
- F. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understands the Scope of 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 work.
- G. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
- H. Subject to the limitations of Va. Code § 2.2-4342(F), trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror 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)). **(Attachment D)**
- I. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall follow the process in eVA. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.
- J. The County welcomes comments regarding how the proposal documents and scope of services may be improved. **Offerors requesting clarification, interpretation of, or improvements to the Request for Proposal's general terms, conditions, and scope of services shall submit technical questions concerning the Request for Proposal no later than 4:30 p.m. on May 7, 2024 in writing.** Any changes to this Request for Proposals shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative. **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal. If an addendum is issued after an offeror has submitted a proposal response, the Offeror shall resubmit their proposal in the latest solicitation round in eVA. The County will only evaluate proposals submitted in the latest solicitation round in eVA.**
- K. All proposals received on time shall be accepted for consideration. Proposals shall be open to public inspection only after award of the Contract.
- L. Responsible Offeror Certification

1. “Responsible offeror” 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.
2. In determining whether an Offeror is responsible, the County will consider whether the Offeror has defaulted on any government contract in the last five years; whether any government has terminated a contract with the Offeror for cause in the last five years; and whether Offeror 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.
3. As part of its proposal, Offeror 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 Offeror defaulted.
4. As part of its submission, Offeror must certify that no government has terminated a contract with the Offeror 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 Offeror for cause.
5. As part of its submission, Offeror 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 Offeror cannot make such certification, Offeror 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 Offeror or Offeror’s officer, director, partner, or owner from participating in any procurement on any federal, state, or local government body’s contract.
6. If the Offeror fails to submit certifications or explanations in accordance with this section, the Purchasing Division may require prompt submission of missing information and/or give a lowered evaluation of the proposal.
7. The Offeror must notify the County immediately if the Offeror discovers that its certification was erroneous when submitted or has become erroneous.
8. The fact that an Offeror defaulted on a government contract in the last five years; the fact that a government terminated a contract with the Offeror for cause in the past five years; or the fact that Offeror 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 Offeror nonresponsible.
9. If it is later determined that the Successful Offeror knowingly made a false certification, the County may terminate the contract for cause.

VII. PROPOSAL RESPONSE FORMAT

- A. Offerors shall submit a written proposal that present the Offeror’s qualifications and understanding of the work to be performed. Offerors must address each evaluation criterion and be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to the Offeror’s qualifications for this project.
- B. The Offeror should include in its proposal the following:
1. Table of Contents
All pages are to be numbered.
 2. Tab 1 – Introduction and Signed Forms
In this tab, the following items should be provided:
 - a. Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.
 - b. Proposal Signature Sheet – **Attachment A**
 - c. Business Classification Form – **Attachment B**
 - d. Virginia State Corporation Commission Registration Information – **Attachment C**
 - e. Proprietary/Confidential Information – **Attachment D**
 - f. Direct Contact with Students – **Attachment F**
 - g. Subcontractor Information (Attachments B, C, F and H), if applicable
 3. Tab 2 – Statement of the Scope
In this tab, Offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section II.
 4. Tab 3 – Default, Termination and Barred Certification Statement
Pursuant to Section VI, Items L(3), L(4) and L(5), in this tab, Offerors shall certify (i) that it has not defaulted on any government contract in the last five years, (ii) that no government has terminated a contract with the Offeror for cause in the last five years, and (iii) 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 any of the aforementioned certifications cannot be made, Offerors must explain in reasonable detail.
 5. Tab 4 – Experience and Qualifications.
In this tab, Offerors should demonstrate the Offeror’s and their staff’s qualifications and experience in providing the services as requested in this Request for Proposal (RFP). Offerors should provide, at a minimum, documentation demonstrating that their firm is a firm regularly engaged in providing services solicited in this RFP. Discuss the firm’s current workload. If subcontractors are to be utilized provide similar documentation to what has been requested of the offeror in this section. Provide appropriate documentation to support:
 - a. Years in business
 - b. Years in business under your present name
 - c. Five year history of same product/service sales
 - d. Provide at least three references that are currently using your firm for a similar sized operation. For each reference, include a contact name and telephone number, the size

- of the contract, the original project completion date, and the actual project completion date. It is preferred that these references be in close proximity to Virginia
- e. Total number of employees in the entire company
 - f. Copies of licensed personnel certifications
 - g. Proximity to work location
 - h. Describe the involvement, if any, of subcontractors in the completion of any part of the Scope of Services
 - i. Method of providing service tickets (paper or electronic) and a sample of copy of a service report/ticket.
6. Tab 5 – Project Approach.
- a. Offerors shall explain how their firm would identify and prioritize corrective repairs. Included should be an indication of when service would be scheduled, what work hours can be expected, and a plan to manage operations when equipment will be out of service during repair or maintenance.
 - b. The Offeror shall provide a complete and up-to-date inventory list of owned and operated equipment that will be used under this contract. This list shall remain confidential and will not be released to any other company.
 - c. Provide a description of your support policies. This should include any formally defined training, job archive documentation, safety programs and any other support policy that would help in evaluating your firms' ability to provide service.
 - d. Implementation Services - Please provide a narrative description describing your approach for providing scheduling, acquiring permits, and recording documentation.
 - e. Project Management – Please provide a narrative description describing your approach for providing the needed resources to conduct maintenance and repair procedures.
7. Tab 6 – Pricing / Cost Proposal
- a. Offerors shall provide their company's regular time, overtime, emergency, and holiday hourly rates per man hour for each job classification, price for each truck stock item and usage fees for any specialized equipment in accordance with Attachment H. Pricing per man hour shall include all costs (wages, taxes, supervision, insurance, training, criminal records checks, etc.) associated with providing the services described in the Scope of Services. The Successful Offeror shall keep a detailed time accounting for each personnel, based on his or her timecard and submit to the County with each invoice. **Total proposal price will be used for scoring purposes only. Any rates or fees are subject to negotiation.**
 - b. Offeror shall propose and be held accountable for submitting a proposal that includes the required man-hours and job classifications needed to effectively execute this Contract.
8. (if needed) Tab 7 – Exceptions
- In this tab, Offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract.
9. (if needed) Tab 8 – Assumptions
- In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.

10. (if needed) Tab 9 – Appendices

Optional for Offerors who wish to submit additional material that will clarify their response.

VIII. PROPOSAL EVALUATION / SELECTION PROCESS

A. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

Evaluation Criteria	Weight
Functional Requirements <i>(In accordance with Section VII, Item B.3., this criterion considers the Offeror’s proposal satisfies the services solicited by this RFP as specified in Section II.)</i>	30
Experience and Qualifications <i>(In accordance with Section VII, Item B.4., B.5., this criterion considers the Offeror’s default, termination and barred status, qualifications, experience, resumes and references of the overall Offeror and staff assigned relative to the services requested by this RFP as specified in Section II)</i>	25
Project Approach <i>(In accordance with Section VII, Item B.6., this criterion considers the Offerors approach to implement the services requested by this RFP as specified in Section II.)</i>	25
Pricing/Cost Proposal <i>(In accordance with Section VII, Item B.7., this criterion considers the Offeror’s pricing for completing the services requested by this RFP as specified in Section II.)</i>	15
Quality of Proposal Submission / Oral Presentations <i>(This criterion considers the overall quality of the Offeror’s proposal submitted and any oral presentations required.)</i>	5
Total	100

B. For goods, nonprofessional services, and insurance, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. In the case of a proposal for information technology, as defined in Va. Code § 2.2-2006, the County shall not require an Offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. The Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The County reserves the rights to award this contract to multiple Offerors.

**ATTACHMENT A
PROPOSAL SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”) No. On Call Plumbing Services

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror 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 OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
FEDERAL ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (PRINT):
TITLE:
TELEPHONE:
FAX:
EMAIL ADDRESS:
DATE:

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: _____

This form completed by: Signature: _____ Title: _____

Date: _____

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

(Check all that apply.)

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

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

eVA Registered? Yes No

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

_____ NUMBER

_____ DATE

DEFINITIONS

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

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

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

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

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

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

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

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

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

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

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
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 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 F DIRECT CONTACT WITH STUDENTS

Name of Offeror: _____

Pursuant to Va. Code § 22.1-296.1(E), as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by Va. Code § 22.1-296.1(E),.

Va. Code § 22.1-296.1(E), shall not apply to a contractor or his employees providing services to a school division in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable, when it is reasonably anticipated that the contractor or his employees will have no direct contact with students.

For purposes of this certification, “services” means any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

The contractor is responsible for affirming certification information for his subcontractors.

Pursuant to Va. Code § 22.1-296.1(F), no school board shall award a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of § 19.2-392.02 or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense.

Pursuant to Va. Code § 22.1-296.1(G), any school board may award a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any felony or crime of moral turpitude that is not set forth in the definition of barrier crime in subsection A of § 19.2-392.02 and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense, provided that in the case of a felony conviction, such individual has had his civil rights restored by the Governor.

As part of this submission, the contractor certifies the following:

- None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of “barrier**

crime” in Va. Code § 19.2-392.02(A) or an offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense;

And (select one of the following)

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

or

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

Signature of Authorized Representative

Printed Name of Authorized Representative

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



ATTACHMENT G SAMPLE CONTRACT

Non-Professional Services Contract Contract No. [#]

This Non-Professional Services Contract (this “Contract”) entered into this [#] day of [month] 20[##], by [Offeror’s Name] (the “Contractor”) and the [County of Henrico, Virginia *or* County School Board of Henrico County, Virginia] (the “County” *or* “HCPS”).

WHEREAS [the County *or* HCPS] has awarded the Contractor this Contract pursuant to Request for Proposals No. [#], as modified by [list addenda with dates separated by commas] (the “Request for Proposals”), for [subject matter of the RFP].

WITNESSETH that the Contractor and [the County *or* HCPS], in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the [the County *or* HCPS] as set forth in the Contract Documents.

COMPENSATION: The compensation [the County *or* HCPS] will pay to the Contractor under this Contract shall be [insert information, referenced document, matrix, etc.].

CONTRACT TERM: The Contract term shall be for a period of [number] year[s] beginning [date] and ending [date]. [The County *or* HCPS] 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 *or* HCPS] written notice that it does not wish to renew at least 180 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 Non-Professional Services Contract between [the County *or* HCPS] and Contractor.
2. The General Contract Terms and Conditions included in the Request for Proposals.
3. The Negotiated Modifications (Exhibit [letter]).
4. Contractor’s Best and Final Offer dated [date] (Exhibit [letter]).
5. Contractor’s Original Proposal dated [date] (Exhibit [letter]).
6. The Scope of Services included in the Request for Proposals.

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 *or* County School Board of Henrico County, Virginia]

[P.O. Box 90775 *or* 406 Dabbs House Road]

[Henrico, VA 23273-0775 *or* 23223]

Signature

Signature

Printed Name and Title

[Purchasing Director *or* County Manager *or* Superintendent]

Date

Date

ATTACHMENT H
PRICING/COST PROPOSAL

Item No.	Classification	A Rate Per Man Hour	B Estimated Annual Hours	C Extended Price (A x B) = C
1.	Master Plumber – Regular Hourly Rate	\$	500	\$
2.	Licensed Journeyman Plumber – Regular Hourly Rate	\$	500	\$
3.	Journeyman Plumber Helper/Apprentice – Regular Hourly Rate	\$	500	\$
4.	Master Plumber – Overtime Hourly Rate	\$	200	\$
5.	Licensed Journeyman Plumber – Overtime Hourly Rate	\$	200	\$
6.	Journeyman Plumber Helper/Apprentice – Overtime Hourly Rate	\$	200	\$
7.	Master Plumber – Emergency and Holiday Hourly Rate	\$	225	\$
8.	Licensed Journeyman Plumber – Emergency and Holiday Hourly Rate	\$	225	\$
9.	Journeyman Plumber Helper/Apprentice – Emergency and Holiday Hourly Rate	\$	225	\$
TOTAL PROPOSAL PRICE (Items No. 1 thru 9):				\$

PLUMBING TRUCK STOCK ITEMS

Items Description	Unit Price
1/2" CLASS 150 IRON BLACK TEE	
3/4" CLASS 150 IRON BLACK TEE	
1/2" CLASS 150 IRON BLACK CAP	
3/4" CLASS 150 IRON BLACK CAP	
1/2" x CLOSE STANDARD BLACK STEEL NIPPLE	
1/2" X 2" STANDARD BLACK STEEL NIPPLE	
1/2" X 2 1/2" STANDARD BLACK STEEL NIPPLE	
3/4" X 2" STANDARD BLACK STEEL NIPPLE	

3/4" X 2 1/2" STANDARD BLACK STEEL NIPPLE	
3/4" WROT COPPER DIMPLE STOP COUPLING	
3/4" X 1/2" WROT COPPER REDUCER COUPLING	
3/4" WROT COPPER FEMALE ADAPTER	
3/4" WROT COPPER MALE ADAPTER	
3/4" WROT COPPER 45 DEGREE ELBOW	
3/4" WROT COPPER STREET 45 DEGREE ELBOW	
3/4" WROT COPPER 90 DEGREE ELBOW	
3/4" WROT COPPER STREET 90 DEGREE ELBOW	
3/4" WROT COPPER TEE	
3/4" X 3/4" X 1/2" WROT COPPER TEE	
3/4" WROT COPPER TUBE CAP	
FERNCO 1 1/2" COUPLING	
FERNCO 2" COUPLING	
FERNCO 3" COUPLING	
FERNCO 4" X 3" COUPLING	
FERNCO 4" COUPLING	
FLUIDMASTER TOILET FLUSH VALVE REPAIR KIT	
FLUIDMASTER TOILET FILL VALVE WITH BRASS SHANK	
KORKY FLUSH VALVE SEAL	
KORKY REPLACEMENT FLAPPER	
1/2" SWEAT BRASS 2-PIECE FULL PORT BALL VALVE LEAD FREE	
3/4" SWEAT BRASS 2-PIECE FULL PORT BALL VALVE LEAD FREE	
MIFAB 1 1/2" QUICK HUB NO HUB COUPLING	
MIFAB 2" QUICK HUB NO HUB COUPLING	
MIFAB 3" QUICK HUB NO HUB COUPLING	
MIFAB 4" QUICK HUB NO HUB COUPLING	
1 1/2" DWV PVC P-TRAP WITH SOCKET WELD JOINT	
2" DWV PVC P-TRAP WITH SOCKET WELD JOINT	
DELTA RP1740 STEM ASSEMBLY LEAD FREE	
HERCULES 3" TO 4" JOHNI-RING PETROLEUM WAX GASKET	

5.5 OUNCE WHITE SILICONE TUB CAULK	
HERCULES 14 OUNCE STA PUT PLUMBER'S PUTTY	
HERCULES 1/2" X 1000" MEGATAPE PIPE THREAD TAPE	
10 YARDS OPEN MESH SAND CLOTH	
OATEY 8 OUNCE NUMBER 5 LEAD FREE SOLDER FLUX PASTE	
OATEY 8 OUNCE PURPLE PRIMER	
OATEY 8 OUNCE REGULAR CLEAR PVC CEMENT	
OATEY 1 POUND LEAD FREE PLUMBING WIRE SOLDER	

Any Specialized Equipment owned by Offeror for which the County will be assessed a usage fee shall be specified below (attach additional sheets if necessary):

Item	Equipment Description	Unit of Measure (hourly, Daily, Weekly, Etc.)	Usage Fee
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$
8.			\$
9.			\$