



COMMONWEALTH OF VIRGINIA  
**COUNTY OF HENRICO**

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

**IFB No. 23-2519-4PKW**

April 14, 2023  
Invitation for Bid  
Bottled Water and Other Beverages

**Subject:** Annual contract to furnish all tools, labor, equipment, and supervision necessary to provide inside delivery of Bottled Water and Other Beverages, to the County of Henrico, Virginia General Government and Henrico County Public Schools School Nutrition Services (SNS), in accordance with the enclosed general terms, conditions and specifications.

Sealed bids in accordance with the conditions, specifications, and instructions below and on the attached sheets or drawings hereto, if any, will be received and accepted through eVA, the Commonwealth of Virginia's Procurement Portal (<https://eva.virginia.gov>) no later than **11:30 am**, local prevailing time, **May 4, 2023** and will be opened and publicly read aloud through a WebEx meeting at <https://henrico.webex.com/meet/whi171> or by phone at 1(415) 655-0002 US Toll; Access Code 2314-201-8212. The WebEx meeting line will be made available for joining five (5) minutes prior to public opening.

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

All Bidders shall use the enclosed Bid Form in submitting their bid prices. The Purchasing Division reserves the right to waive any informality in bids and to award in part or in whole or to reject any or all bids.

Nothing herein is intended to exclude any responsible Bidder, its product or service or in any way restrain or restrict competition. On the contrary, all responsible Bidders are encouraged to bid and their bid is solicited. Comments as to how bid documents, specifications or drawings can be improved are welcome.

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

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

Should you have any questions concerning this Invitation for Bid or bid submissions through eVA, please contact Porsché White at [whi171@henrico.us](mailto:whi171@henrico.us) no later than **April 24, 2023**.

Very truly yours,  
*Porsché K. White*  
Porsché K. White  
Procurement Analyst I

**I. SCOPE OF WORK/SERVICES**

**A. Purpose.**

The intent and purpose of this Invitation for Bid (IFB) is to establish a term contract with a qualified supplier to furnish all tools, labor, equipment, and supervision necessary to provide inside delivery of bottled water and other beverages, to the County of Henrico General Government and Henrico County Public Schools School Nutrition Services (SNS) (collectively, the “County”), as needed and requested in accordance with the enclosed general terms, conditions and specifications.

**B. Historical Data.**

Below demonstrates the historical purchase of bottled water and other beverages for the past two fiscal years. This information is provided for informational purposes only with no guarantee to purchase a specific amount on the resultant contract from this solicitation:

<b>Fiscal Year</b>	<b>2021 - 2022</b>	<b>2022 - 3/2023</b>
<b>Approximate Amount Spent</b>	\$ 24,529	\$ 64,380

**C. Cooperative Procurement.**

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

**D. Specifications.**

**1. Beverage Specifications**

Items bid that are different from the original requirements must meet or exceed original specifications to be considered as equivalent. The Successful Bidder is responsible for making sure that items submitted (including specifications) with their bid are "approved equals." All submitted items shall be from a nationally recognized brand.

- a. All beverage products must meet the specifications stated in current and/or proposed USDA federal guidelines. Therefore, a nutritional analysis of all beverage products is required and must be provided with bid submission. Failure to do so may result in your bid being considered non-responsive.

- b. Successful Bidder shall supply products in this bid that are processed, packaged, and delivered in accordance with the regulations of the Virginia Health Department, U.S. Department of Agriculture, and requirements of the Federal Food, Drug and Cosmetic Act.
  - c. All products shall be free from spoilage, contamination, deterioration, and other visible and non-visible damage.
  - d. All products shall be packaged and labeled in accordance with accepted trade practices, in sufficiently sturdy, clean, and sealed containers and wrappers.
  - e. Water, Tea and Sports Beverages: Shall be packaged in clear (not translucent) plastic bottles only. Glass packaging is not permitted.
  - f. Diet Carbonated Beverages: Shall be packaged in plastic bottles only. Glass packaging is not permitted.
  - g. All beverage products, with the exception of diet carbonated beverages, must have expiration dates of no less than six (6) months from the date of delivery. All diet carbonated beverages must have expiration dates of no less than two (2) months from the date of delivery.
  - h. All beverage products must have vending capabilities.
2. Facility Product Inspection, Testing, and Samples
- a. The County will have the right to inspect the premises, facilities, and processing methods for producing items covered by this solicitation and resultant contract.
  - b. The County reserves the right to conduct any tests or evaluations deemed necessary to determine conformance of offered product with the specification and/or conduct a sensory evaluation (e.g. student taste tasting) on the variables of flavor, color, and texture before award of bid. Standard test may be conducted for any items delivered for the purpose of insuring satisfactory contractor performance. All products in this solicitation and resultant contract will also be subject to random product testing during the term of the contract.
  - c. If requested by the County, the Bidder shall furnish samples of any bid item submitted within five (5) business days of request. Failure to submit requested samples may eliminate Bidder from further consideration. Samples shall be packed in the original container and marked 'SAMPLE' with Bid Number and Bidder's name and address. Samples will be evaluated to determine compliance with all major characteristics of indicated brand name. Samples that fail to conform to all said characteristics shall result in rejection of bid.

Samples shall be sent to the following sites:

Henrico School Nutrition Services  
Director SNS  
3715A Nine Mile Road  
Henrico, VA 23223

Henrico County Employee Cafeteria  
Attn: Adam Sharlene Ladd  
4301 E. Parham Road  
Henrico, VA 23273-0775

Henrico Theatre  
Attn: Adam Schwartz  
305 E. Nine Mile Road  
Henrico, VA 23075-1837

3. No Substitutions

No substitution of products under contract will be allowed without the written approval of the Director or Assistant Director of SNS, Café 1611 Manager, and the Henrico Theatre Manager or their appointed representative.

4. Product Changes

The County shall be informed immediately of any changes to size or content of contract items. A nutritional analysis shall be provided immediately. Failure to do so may be grounds to cancel the existing contract. School Nutrition Services will make the determination if the product meets school nutrition requirements.

5. Product Recalls

- a. The Successful Bidder shall have a Standard Operating Procedure (SOP) in place to effectively respond to food recalls. This process shall include immediate notification to the County and assurance that recalled products are identified and removed from all County sites in the most expedient manner.
- b. The Director of School Nutrition Services, Café 1611 Manager, and the Henrico Theatre Manager must be notified by Successful Bidder within 24 hours of a product recall via phone or email. A written manufacturer's media statement explaining the recall must be provided to the Director of SNS for immediate release to HOPS.
- c. The Successful Bidder shall either issue a credit or deliver a comparable substitute at the discretion of the County's authorized representatives.
- d. All costs associated with the product recall, which include, but are not limited to transportation and handling costs, may be borne by the Successful Bidder and are not the responsibility of the County.

6. No Sub-Contract Services

The Successful Bidder shall not sub-contract any services, deliveries, or other responsibilities set forth in this IFB.

7. Product Shortages/Poor Performance

Poor performance, including frequent product shortages without justification, inferior products, and inferior service/delivery may be grounds for the potential termination of contract.

E. General Requirements.

1. The Successful Bidder shall be a firm regularly engaged in the sale of bottled water and other beverages.
2. The Successful Bidder shall be a full-line distributor and have a stocking warehouse for all specified products. A stocking warehouse shall be defined as a facility that has storage on premises for bottled water and other beverage products.
3. The Successful Bidder shall have a Hazard Analysis and Critical Control Point (HACCP) plan available upon request.
4. If product is produced in a facility in which peanut or tree nut products are also manufactured, the County requires a manufacturer's statement detailing Bidder's Standard Operating Procedure (SOP) to prevent cross-contact.

F. Orders and Deliveries.

The Successful Bidder shall furnish and provide inside delivery of bottled water and other beverages, to County locations as listed on Attachment G. During the contract period, the County may add additional locations. The Successful Bidder shall notify County of Henrico representatives immediately if there is an issue with delivery. There shall be no deliveries on Saturday, Sunday or the County holidays (New Year's Day, President's Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve and Christmas Day).

- a. Exact Brand: Items delivered to the County shall be the exact brand and item as listed on the Successful Bidder's Bid Form.
- b. Inferior Product: If any delivered product is found to be inferior or is not the original product bid; the Successful Bidder will be given notice to pick up the product and issue credit to SNS, Café 1611, and the Henrico Theatre. The County reserves the right to terminate the contract for said product.
- c. No Additional Charges: No added delivery or fuel charges shall be allowed under this contract.

d. Individual Orders: County designated representatives will place individual orders directly with the Successful Bidder and shall provide electronic order submissions to the Successful Bidder through either a PDF, CSV or EDI file. This file shall be sent directly to the Successful Bidder via a vendor-hosted FTP service or E-Mail submission. County designated representatives will work with Successful Bidder to ensure the file matches the Successful Bidder's formatting requirements.

e. Deliveries

Henrico County Public Schools: Deliveries shall be weekly between the hours of 7:00 AM and 2:00 PM. There will be no Saturday, Sunday, or HCPS holiday deliveries. Deliveries made during weeks that include HCPS holidays shall be coordinated with the SNS Manager. HCPS delivery locations are provided in Attachment G.

Henrico County Employee Café: Deliveries shall be weekly Monday through Friday between the hours of 7:00 a.m. and 11:00 a.m. with product to be placed in a kitchen location designated by the Manager.

Henrico County Employee Cafeteria  
4301 E. Parham Road  
Henrico, VA 23273-0775

Henrico Theatre: Deliveries shall be weekly, Monday, Wednesday, Friday between the hours of 9:00 a.m. and 4:00 p.m., or Tuesday between the hours of 9:00 a.m. and 2:00 p.m. with products to be placed in the designated food and drink storage closet.

Henrico Theatre  
305 E. Nine Mile Road  
Henrico, VA 23075-1837

f. Deviation to Delivery Schedules: Any deviations to the delivery schedules by the Successful Bidder shall require written approval by the County designated representatives.

g. Delivery Unfulfilled: Should there be any issue with not fulfilling orders on normal delivery days; the Successful Bidder shall notify the County designated representative by email no later than designated delivery date that the products will not be there for whatever reason. The Successful Bidder must also confirm that special delivery will be made the next day.

1. Out- of- Stock: It is the responsibility of the Successful Bidder to notify the County designated representative of out-of-stock items at least twenty-four (24) hours in advance and offer an approved substitute.

2. Late Deliveries: When late deliveries are expected for any reason, the Successful Bidder must contact the County designated representative and all schools affected either by phone or email. Persistent failure to meet delivery

schedules is grounds for cancelling the contract.

- h. Delivery Days: Successful Bidder shall provide at the beginning of the contract the County designated representative a schedule of specific delivery days.
- i. HCPS Calendar: SNS shall provide an HCPS school calendar to the Successful Bidder. It is the responsibility of the Successful Bidder to make delivery adjustments for inclement weather, school closings and delays.
- j. Summer Program: Successful Bidder should anticipate and plan for beverage deliveries associated with the Summer Program which is administered from June through August each calendar year. Delivery schedules associated with the Summer Program will be coordinated with the SNS office. Summer schedule is Monday through Thursday from 7 AM until Noon.
- k. Delivery Vehicles: The Successful Bidder shall deliver all products in vehicles which are maintained in sanitary condition.
- m. No Deliveries Before 7 am: Deliveries shall not be made before 7:00 AM and no products shall be left outside the kitchen (i.e., by the door or on the loading dock). County designated representatives will not accept responsibility for items that are damaged or missing when left outside, nor will they accept responsibility for payment if any items are delivered and the delivery ticket is not signed by authorized County personnel.
- n. Deliveries Received: Only County of Henrico authorized representatives shall check and sign for deliveries of all beverages. Unauthorized personnel including custodial staff shall not sign for delivery of products. The County will not accept responsibility for deliveries signed by unauthorized personnel.
- o. Delivery Ticket/Invoice: The Successful Bidder shall leave two (2) copies of the delivery ticket/invoice with County of Henrico authorized representatives when deliveries are made to the specified location. Delivery drivers shall sign or initial each delivery ticket/invoice after all items are delivered to the specified location.
- p. Driver Signature on Shortages>Returns: Delivery drivers are required to sign or initial each delivery invoice if changes are made regarding shortages or returns.
- q. Unapproved Goods: The County has the right to refuse any products delivered to the designated County locations that have not been approved or ordered by County of Henrico authorized representatives prior to delivery. Delivery of non-approved items will be returned at the expense of the Successful Bidder.
- r. School Locations: A list of schools and their addresses has been provided in Attachment G.
- s. Damaged Products: The Successful Bidder shall not leave any products outside the kitchen, by the door or on the loading dock, etc. of any County locations. The County

will not accept responsibility for damaged or missing products left outside or deliveries of products with delivery tickets/invoices not signed by County of Henrico authorized representatives. Products delivered damaged shall be exchanged (picked up from the County location and replaced by the Successful Bidder by the next business day or their value credited). Product credits shall be indicated on the delivery ticket/invoice via credit memo. Credit memos shall be sent to the main office of the location.

- t. **Expired Products:** Products delivered with expiration dates less than six (6) months from date of delivery shall be rejected. If items expiring less than six (6) months from the date of delivery are inadvertently accepted, the Successful Bidder shall be notified, and the product shall be exchanged (picked up from the County location and replaced by the Successful Bidder the next business day or their value credited to the main office location.)  
The only exception is for diet carbonated beverages. Diet products delivered with expiration dates less than two (2) months from date of delivery shall be rejected. If items expiring less than two (2) months from the date of delivery are inadvertently accepted, the Successful Bidder shall be notified, and the product shall be exchanged (picked up from HCPS and replaced by the Successful Bidder the next business day or their value credited to SNS). Product credits shall be indicated on the delivery invoice. Credit memos shall be sent to the main office of SNS.
- u. **Failure to Comply:** Failure to deliver items when ordered, to the location ordered, and according to the conditions set forth herein shall result in the purchase(s) being made at locally available sources with the difference between the contract price and the price actually paid, being charged to the Successful Bidder. Such sums may be deducted from funds already due the Successful Bidder.
- v. **Unit Price Adjustments:** An adjustment to unit prices shall be made for any item that has been decreased in individual serving size. Adjustment shall be made according to the per ounce price. Any price increases due to unforeseen circumstances incurred to the County shall be the result of actual increased cost passed from the manufacturer to the supplier excluding any additional profits to the supplier. Proof of such increases from the manufacturer will be required before adjustments are considered for approval by the County designated representatives for specified contract items. Price increases shall be in accordance with Part II, General Terms and Conditions, Section J.
- w. **Slow Moving Products:** The County designated representatives will, over the course of the contract, determine how to reduce or eliminate slow moving items.

#### G. Invoicing and Billing Requirements.

- a. **Monthly Billing Statements:** The Successful Bidder shall provide monthly statements for the County no later than the fifth of each month or the first business day after the fifth of each month. At a minimum, the statements shall include the contract number, delivery ticket/invoice number, order number, credit memo (if



applicable), a summary of the total quantity purchased, unit of measure, unit cost, and total by County location. School locations should be listed in alphabetical order. The Successful Bidder's monthly statement shall support the information listed on the individual delivery tickets/invoices.

- b. **Multiple Contracts:** If the Successful Bidder has multiple contracts with the County or HCPS, statements must be prepared separately and shall not be combined. All agencies involved shall receive invoices independent of the other agencies.
- c. **Non-Contract Items:** The County agrees to only pay the contract price for items listed on the contract for all contract items. If during the life of the contract non-contract products are requested, the Successful Bidder must first obtain permission from the designated County representative before delivery of the products. If permission is not granted, the County will not take financial responsibility for the products.
- d. **Incorrect Billing:** The County will check the Successful Bidder's monthly statements against the delivery tickets/invoices to verify all charges. If the Successful Bidder doesn't provide monthly statements as requested, or if any discrepancy is discovered, the County reserves the right to return such statements to the Successful Bidder. Payment shall not be made until corrected statements are received by the County.
- e. **Usage Report:** Upon request, the Successful Bidder shall supply the County with a current product-usage report that will provide monthly and year-to date usage of individual products. For School Nutrition Services, individual product usage by school location is preferable. The Employee Café and Theatre shall be provided their own usage reports.
- f. **Billing Address:** Monthly statements and credit memos referencing the contract number and order number shall be sent to the following:

Henrico County School Nutrition Services  
Accounts Payable  
3751A Nine Mile Road  
Henrico, VA 23223

Café 1611/Employee Café  
P. O. Box 90775  
Henrico, VA 23273-0775

Henrico Theatre  
P. O. Box 90775  
Henrico, VA 23273-0775

## H. Bid Submission Requirements.

1. Bidder shall submit as an attachment in eVA, a completed Bid Form in accordance with section II.DD.
2. Complete bid submissions will include the following documents:
  - a) Bid Form
  - b) Bid Signature Sheet
  - c) Business Category Classification Form
  - d) Attachment A - Virginia SCC Registration Information
  - e) Attachment B - Bidder's Reference Sheet
  - f) Attachment E - Direct Contact with Students Form
  - g) Attachment F - Anti-Lobbying Certification
  - h) Bid Form Pricing Schedule (excel document)

## II. **GENERAL TERMS AND CONDITIONS:**

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

### A. Addenda:

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

B. Annual Appropriations:

The contract resulting from this procurement ("Contract") shall be subject to annual appropriations by the Board of Supervisors of Henrico County, Virginia (the "Board"). Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funding is exhausted. The Successful Bidder ("Successful Bidder" or "Contractor") shall not be entitled to seek redress from the County of Henrico, Virginia (the "County") should the Board fail to make annual appropriations for the Contract.

C. Authorization to Transact Business in the Commonwealth (Va. Code §2.2-4311.2):

1. Any business entity that enters into a written contract with the County that is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law.
2. Any business entity described in paragraph C.1 above that enters into a contract with the County must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth of Virginia if so required by Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the contract.
3. Any business entity organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its bid or proposal the identification number issued to it by the State Corporation Commission. (Attachment A) Any business entity that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law must include in its bid a statement describing why the Bidder or offeror is not required to be so authorized.
4. A Bidder described in subsection 3 that fails to provide the required information shall not receive an award unless a written waiver is granted by the Director of Finance, his/her designee, or the County Manager.
5. Any falsification or misrepresentation contained in the statement submitted by the Bidder pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County.
6. The County may, in its sole discretion, void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section, entitled "Authorization to Transaction Business in the Commonwealth."

D. Award of Contract:

1. The Purchasing Division reserves the right to waive any informality in bids and to award in part or in whole or to reject any or all bids. The reasons for the rejection shall be made a part of the contract file.

2. In case of a tie bid, preference shall be given to goods, services, and construction produced in the County or the State of Virginia or provided by persons, firms or corporations having principal places of business in the County or the State of Virginia, if such a choice is available; otherwise, the tie shall be decided by lot. A County business shall be given preference over a State of Virginia business, if such a choice is available.
3. The Purchasing Division shall have the right, before awarding the contract, to require a Bidder to submit such evidence of its qualifications as it may deem necessary and may consider any evidence available to it concerning the financial, technical, and other qualifications and abilities of a Bidder. (See Attachment B)
4. It is the intent of the Purchasing Director to award a contract to the lowest responsive and responsible Bidder provided the bid does not exceed the funds available for the contract. **This bid will be awarded by Total Bid Price** (See the Bid Form).
5. Notice of award or intent to award is posted on the Purchasing Division website: <https://henrico.us/finance/divisions/purchasing>.
6. The Bidder to whom the contract is awarded shall, within fifteen (15) days after prescribed documents are presented for signature, execute and deliver to the Purchasing Division the contract forms and any other forms required by the bid.

E. Bid Security:

Bidder is not required to furnish a bid security with this bid.

F. Bidder's Representation:

1. By submitting a bid in response to this Invitation for Bid, the Bidder certifies that it has read and understands the bid documents, specifications, and drawings, if any, and has familiarized itself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the work.
2. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site(s), shall in no way relieve any Bidder from any obligations with respect to its bid or to the contract.

G. Bonds:

The Successful Bidder is not required to furnish a Performance Bond and a Payment Bond for this contract.

H. Collusion:

By submitting a bid in response to this Invitation for Bid, the Bidder represents that in the preparation and submission of this bid, said Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person, Bidder or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I. Compensation:

1. The County shall not pay for any goods or services until the same have been actually received.
2. Successful Bidder shall provide the Purchasing Division their social security number upon request. Proprietorships, partnerships and corporations shall provide their federal employer identification numbers upon request (Va. Code § 2.2-4354.2).
3. The Successful Bidder shall submit a complete itemized invoice on each item or service, which is delivered under the contract. The Successful Bidder shall indicate the purchase order number on the front of each invoice and on the outside of each package or shipping container.
4. Cash discounts shall be deducted in accordance with the terms of the bid.
5. Payment shall be rendered to the Successful Bidder for satisfactory performance compliance with the general terms, conditions and specifications of this bid. The required payment date shall be either: (i) the date on which payment is due under the terms of the contract for the provision of such goods or services; or (ii) if such date is not established by contract, not more than forty-five days after goods or services are received or not more than forty-five (45) days after the Successful Bidder renders an invoice to the County, whichever is later (Va. Code § 2.2-4352).
6. Unless otherwise provided under the terms of the contract for the provisions of goods and services, if the County fails to pay by the payment date, the County agrees to pay the financial charge assessed by the Successful Bidder, which does not exceed one percent per month (Code of Virginia, Section 2.2-4354.4).

J. Contract Period:

1. The initial contract period shall be for the period of 1 year. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for 4 additional 1-year periods at a price not to exceed 3% above the previous year's prices unless written approval is given by the Purchasing Director.
3. The Successful Bidder shall give at least 90 days' written notice to the County for any price increases and/or if it does not intend to renew the contract at any annual renewal.
4. The contract shall not exceed a maximum of 5 years.

K. Controlling Law; Venue

This contract is made, entered into, and shall be performed in the County, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from this Invitation for Bid, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

L. County License Requirement:

1. If a business is located in the County, it shall be unlawful to conduct or engage in that business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your bid. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.
2. If you are a contractor or speculative builder and (i) your principal or branch office is in the County or (ii) you do more than \$25,000 of business in the County, you are required to have a business license from the County. If you meet either of the above requirements, include a copy of your current license with your bid. The terms "contractor" and speculative builder" are defined in the County Code, §§ 20-558 and 20-560. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

M. Termination by County:

1. The County may terminate the contract for cause or for convenience.
2. Termination for Cause
  - a. If the Successful Bidder fails to perform the contract, in whole or in part, the County shall give the Successful Bidder written notice of the default and the opportunity to cure it by a stated deadline.
  - b. If the Successful Bidder fails to cure its default by the deadline, then the County may terminate the contract, in whole or in part, by providing written notice of termination to the Successful Bidder. The notice of termination shall state the effective date of termination. A partial termination shall set forth the nature and scope of the termination.
  - c. Unless the notice of termination states otherwise, the Successful Bidder shall stop performing the contract when it receives the notice of termination.
  - d. An equitable adjustment in the contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Bidder receives the notice of termination minus the County's cost to complete the Successful Bidder's work. The Successful Bidder shall not be entitled to payment for services rendered or goods delivered after the date the Successful Bidder receives the notice of termination or for reimbursement of any cost the Successful Bidder incurs after the date the Successful Bidder receives the notice of termination. If the County's cost to complete the Successful Bidder's work exceeds the unpaid balance due to the Successful Bidder, the County will not owe the Successful Bidder any money; instead, the Successful Bidder shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.
  - e. Unless the parties expressly agree in writing otherwise, the County may transmit notices of default and termination for cause by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Bidder shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Bidder shall be deemed to be in receipt of any notice the County sends by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Bidder shall be deemed to be in receipt of any notice the County sends

by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.

- f. If the Successful Bidder receives two notices of default, the County shall not be obligated to give the Successful Bidder the opportunity to cure any subsequent defaults but may terminate the contract in accordance with this section.
- g. If it is determined that the Successful Bidder knowingly made a false certification in violation of the Responsible Bidder Certification section of this IFB, the County may terminate the contract for cause. In terminating the contract for this cause, the County shall not be obligated to give the Successful Bidder the opportunity to cure.
- h. If any act or omission of the Successful Bidder (including the Successful Bidder's employees, agents, subcontractors, and assigns) arising out of the performance of the contract causes any person to suffer bodily injury that involves substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty, then the County shall not be obligated to give the Successful Bidder the opportunity to cure its default but may terminate the contract in accordance with this section.
- i. Any remedies this section affords to the County are non-exclusive, and the County may enforce any remedy available at law or in equity in connection with any default of the Successful Bidder. Termination of the contract for cause does not relieve the Successful Bidder of liability for damages the County sustains because of the Successful Bidder's breach.

### 3. Termination for Convenience

- a. The County may terminate the contract, in whole or in part, whenever the Purchasing Director determines that such termination is in the County's best interest.
- b. The County must give the Successful Bidder written notice of a termination for convenience. The notice must specify the extent to which the contract is terminated and the effective termination date. The effective termination date shall be at least seven calendar days after the date the County issues the notice of termination for convenience.
- c. An equitable adjustment in the contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Bidder receives the notice of termination. The Successful Bidder shall not be entitled to payment for services rendered or goods delivered after the date the Successful Bidder receives the notice of termination, and the Successful Bidder shall not be entitled to payment for any costs it incurs after the date it receives the notice of termination.
- d. Unless the County's notice specifies otherwise, the Successful Bidder must stop work on the date it receives the notice of termination.
- e. Unless the parties expressly agree otherwise, the County may transmit notices of termination for convenience by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Bidder shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Bidder shall be deemed to be in receipt of any notice sent by USPS First-Class Mail® three

business days after the date shown in the postmark. The Successful Bidder shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.

N. Drug-Free Workplace to be Maintained by the Contractor (Va. Code § 2.2-4312)

1. During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

O. Employment Discrimination by Successful Bidder Prohibited:

1. During the performance of this contract, the Successful Bidder agrees as follows (Va. Code § 2.2-4311):
  - a. The Successful Bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Successful Bidder. The Successful Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting the provisions of this nondiscrimination clause.
  - b. The Successful Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Successful Bidder, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Successful Bidder shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.



P. Employment of Unauthorized Aliens Prohibited:

As required by Va. Code §2.2-4311.1, the Successful Bidder does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Q. Environmental Management:

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

R. General:

1. Sealed bids in accordance with the conditions, specifications, and instructions below and on the attached sheets or drawings hereto, if any, will be received through eVA, the Commonwealth of Virginia's Procurement Portal (<https://eva.virginia.gov>) until, but no later than the time and date specified in the Invitation for Bid. **Sealed bids will only be accepted through eVA.**
2. In the solicitation or awarding of contracts, the County shall not discriminate because of the race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment.
3. The County utilizes the Commonwealth of Virginia eVA Supplier Web Site for selection of Bidders. If your company is not registered, a supplier application is available on the eVA web site, <https://eva.virginia.gov>.

S. Indemnification:

The Successful Bidder agrees to indemnify, defend, and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents, and employees ("Indemnified Parties") from any damages, liabilities, and costs, including attorneys' fees, arising from any claims, demands, actions, or proceedings made or brought against one or more of the Indemnified Parties by any person, including any employee of the Successful Bidder, related to the provision of any services, the failure to provide any services, or the use of any services or materials furnished (or made available) by the Successful Bidder, provided that such liability is not attributable to the sole negligence of the County.

T. Insurance:

The Successful Bidder shall maintain insurance to protect itself and the County and the County's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of services under the Contract, whether such services are provided by the Successful Bidder or by any subcontractor or anyone

directly employed by either of them. Such insurance shall conform to the Insurance Specifications. (See Attachment D)

U. Modification of Bids:

1. A bid may be modified or withdrawn by the Bidder any time prior to the time and date set for the receipt of bids.
2. Modified and withdrawn bids may be resubmitted through eVA up to the time and date set for the receipt of bids.
3. No bid can be withdrawn after the time set for the receipt of bids and for ninety (90) days thereafter except as provided under the Withdrawal of Bid due to Error section.

V. Negotiation with the Lowest Bidder:

1. If all bids received exceed the available funds for the proposed purchase, the County, pursuant to County Code provisions, may meet with the lowest responsive and responsible Bidder to discuss a reduction in the scope for the proposed purchase and negotiate a contract price within the available funds (County Code 16-48).
2. After bid negotiations, the lowest responsible Bidder shall submit an addendum to its bid, which addendum shall include the change in scope for the proposed purchase, the reduction in price and the new contract value.
3. If the proposed addendum is acceptable to the County, the County may award a contract within funds available to the lowest responsible Bidder based upon the amended bid.
4. If the County and the lowest responsible Bidder cannot negotiate a contract within available funds, all bids shall be rejected.

W. No Discrimination against Faith-Based Organizations:

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

X. Opening of Bids:

1. All bids received on time by the Purchasing Division through eVA, the Commonwealth of Virginia's Procurement Portal (<https://eva.virginia.gov>) will be opened and publicly read aloud through a WebEx meeting at <https://henrico.webex.com/meet/whi171> and by phone at 1(415) 655-0002 US Toll; Access Code 2314-201-8212. The WebEx meeting will be made available for joining five (5) minutes prior to public opening.
2. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract (Va. Code § 2.2-4342C).
3. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records (Va. Code § 2.2-4342E).

Y. Product Evaluation/Testing:

1. The Purchasing Division shall have the option to evaluate and/or test any item offered in this Invitation for Bid prior to award of the contract. If the Purchasing Division elects to evaluate and/or test an item, the Bidder shall provide all samples required for evaluation and/or testing at no charge within **7 (seven) calendar days** of the request by the Purchasing Division. Samples shall be sent to:

County of Henrico  
Attention: Porsché White  
Purchasing Division  
8600 Staples Mill Road  
Henrico, VA 23228

2. Upon the completion of the evaluation and/or testing by the Purchasing Division, the Bidder shall be responsible for the pick-up/return freight of the samples. If return arrangements are not confirmed within seven (7) calendar days after notification from the Purchasing Division that samples are available for return, the Purchasing Division reserves the right to dispose of said samples.

Z. Record Retention/County Audits:

1. The Successful Bidder shall retain, during the performance of the contract and for a period of five years from the completion of the contract, all records pertaining to the Successful Bidder's bid and any contract awarded pursuant to this Invitation for Bid. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including Successful Bidder's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Bidder's normal working hours.
2. County personnel may perform in-progress and post-performance audits of the Successful Bidder's records as a result of a contract awarded pursuant to this Invitation for Bid. Files shall be available on demand and without notice during normal working hours.

AA. Safety:

1. The Successful Bidder shall comply with and ensure that the Successful Bidder's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Bidder shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and materials to safely accomplish the work specified and performed by the Successful Bidder.

2. The Successful Bidder shall have at each location at which the Successful Bidder provides goods and/or services, a supervisor who is competent, qualified, or authorized on the work site, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public and must be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Bidder's personnel from the work site.
3. In the event the County determines any operations of the Successful Bidder to be hazardous, the Successful Bidder shall immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

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

1. It is the policy of the County to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.
2. The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.
3. All formal solicitations are posted on the Commonwealth of Virginia eVA website and the County's website at <https://henrico.us/finance/divisions/purchasing/> and may be viewed under the Bids and Proposals link.

CC. Subcontracts:

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Bidder desires to subcontract some part of the work specified in the Contract, the Successful Bidder shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Bidder shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

DD. Submission of Bids:

1. All Bidders shall use the enclosed Bid Form in submitting their bid prices through eVA. **The Purchasing Division shall not accept oral bids or bids received by telephone, telecopier (FAX machine), email or hard copy submissions. Bids will only be accepted through eVA.**
2. All prices must be F.O.B. delivered to the point as indicated in this bid. The County will grant no allowance for boxing, crating, or delivery unless specifically provided for in this bid.
3. The Bid Form must be completed in blue or black ink. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct

multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

4. All erasures, insertions, additions, and other changes made by the Bidder to the Bid Form shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in the bid, may be rejected by the Purchasing Division as being incomplete or nonresponsive.
5. The Bid Form must be signed in order to be considered. If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the Bidder must indicate the corporate title of the individual signing the bid.
6. Bidders must upload and submit all required documents and pricing by the time and due date for the Bids. eVA will automatically determine the time for the receipt of Bids. eVA will not permit a Bidder to submit a Bid after the time for receipt of bids. Bidders bear all responsibility for ensuring their Bids and supporting documentation are submitted on time. The County bears no responsibility for a Bidder's inability to submit a complete Bid submission timely for any reason, any problems with internet connectivity, or the Bidder inability to access eVA. Bidders are encouraged to submit bids with sufficient time to resolve any technical problems they may experience.
7. The time for the receipt of bids shall be determined by the time clock in eVA. Bidders are responsible for ensuring that their bids are submitted in eVA by the deadline indicated.
8. All bids received in eVA by the deadline indicated will be kept sealed and unopened until the time and date set for the opening of bids.
9. All line items must be filled in. It is understood and agreed, if Bidder indicates a "0" dollar amount on the Bid Form, the product or service shall be provided at no charge.

EE. Successful Bidder's Obligation to Pay Subcontractors:

1. The Successful Bidder awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to the Successful Bidder by the County for work performed by the Successful Bidder's subcontractor(s) under the contract (Va. Code § 2.2-4354):
2. Pay the subcontractor(s) for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor(s) under the contract; or
3. Notify the County and subcontractor(s), in writing, of their intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
4. The Successful Bidder shall pay interest to the subcontractor(s) on all amounts owed by the Successful Bidder that remain unpaid after seven (7) days following receipt by the Successful Bidder of payment from the County for work performed by the subcontractor(s) under the contract, except for amounts withheld as allowed in subparagraph 1.(b) of this section. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

5. The Successful Bidder shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor(s).
6. The Successful Bidder's obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section may not be construed to be an obligation of the County. A contract modification may not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

FF. Successful Bidder's Performance:

1. Goods and services must be delivered and rendered strictly in accordance with this bid and shall not deviate in any way from the terms, conditions, prices, quality, quantity, delivery instructions, and specifications of this bid.
2. All goods and/or services delivered and/or rendered shall comply with all applicable federal, state, and local laws, and shall not infringe any valid patent or trademark. The Successful Bidder shall indemnify, keep, save, and hold the County, its officers and employees, harmless from any liability for infringement and from any and all claims or allegations of infringement by the Bidder or the County, its officers and employees, arising from, growing out of, or in any way involved with the goods delivered or services rendered pursuant to this purchase.
3. In the event that suit is brought against the County (including Henrico County Public Schools), its officers and/or its employees, either independently or jointly with the Successful Bidder, the Successful Bidder shall defend the County, its officers and employees, in any such suit at no cost to the County and the County's officers and employees. In the event that final judgment is obtained against the County, its officers, and/or its employees, either independently or jointly with the Successful Bidder, then the Successful Bidder shall pay such judgment, including costs and attorney's fees, if any, and hold the County, its officers and employees, harmless therefrom.
4. The Successful Bidder shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
5. The Successful Bidder shall not, in its product literature or advertising, refer to this purchase or the use of the Bidder's goods or services by the County, Virginia.
6. The Successful Bidder shall cooperate with County officials in performing the specified work so that interference with the County's activities will be held to a minimum.
7. The Successful Bidder shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this purchase order.

GG. Taxes:

1. The County is exempt from the payment of federal excise or state sales taxes on all tangible, personal property for its use or consumption except taxes paid on materials that will be installed by the Bidder and become a part of real property.
2. If a Bidder is bidding on materials that require installation by the Bidder and become a part of real property, the applicable taxes shall be included in the lump sum bid price for the installation of the material and not as a separate charge for taxes. The taxes shall be an obligation of the Successful Bidder and not of the County, and the County shall be held harmless for same by the Successful Bidder.
3. The Purchasing Division will furnish a Tax Exemption Certificate (Form ST-12) upon request and if applicable to this contract.
4. When a Bidder lists a separate tax charge on the Bid Form and the tax is not applicable to the purchase by the County, the Bidder will be allowed to delete the tax from its bid.

HH. Non-Exclusive Contract.

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

II. Trade Secrets/Proprietary Information:

Subject to the limitations of Va. Code § 2.2-4342(F), trade secrets or proprietary information submitted by a Bidder in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342(F)).

JJ. Use of Brand Names/Product Information:

1. Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted (Va. Code § 2.2-4315).
2. If bidding other than specified, the Bidder will clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the Bid Form to enable the Purchasing Division to determine whether the product offered meets the requirements of the solicitation. Safety Data Sheets and descriptive literature will be provided with the Bid Form for each chemical and/or compound offered. Failure to do so may cause the bid to be considered nonresponsive and rejected.

3. It shall be understood that the burden of proof for an “equal” product shall be and remain the sole responsibility of the Bidder. The County’s decision of approval or disapproval of a proposed alternate shall be final. Nothing herein is intended to exclude any responsible Bidder, its product or service or in any way restrain or restrict competition.

KK. Withdrawal of Bid Due to Error (Other than Construction):

1. A Bidder may withdraw its bid from consideration if the price bid was substantially lower than the next low responsive bid due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.
2. The Bidder shall give written notice of their claim to withdraw their bid to the Purchasing Division within two business days after the conclusion of the bid opening procedure. (Va. Code § 2.2-4330). Written notice shall be emailed to the Purchasing Director at [kno008@henrico.us](mailto:kno008@henrico.us) with a copy to Porsché White at [whi171@henrico.us](mailto:whi171@henrico.us) and must include all work papers, documents and materials used in the preparation of the Bid.
3. The Purchasing Division will inspect the written evidence submitted by the Bidder with the request and if the Purchasing Division can verify to its satisfaction and sole discretion that the mistake was a non-judgmental mistake, the Bidder will be allowed to withdraw the bid.
4. No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%). (Va. Code § 2.2-4330C).
5. No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit directly or indirectly from the performance of the project for which the withdrawn bid was submitted.
6. If a bid is withdrawn under authority of this section, the next lowest responsive and responsible Bidder shall be deemed to be the low Bidder.
7. If the Purchasing Division denies the withdrawal of a bid under the provisions of this section, it shall notify the Bidder in writing stating the reasons for its decision and award the contract to such Bidder at the bid price, provided such Bidder is a responsible and responsive Bidder.

LL. Occupational Safety & Health Policy Statement:

The Contractor shall comply with all applicable federal, state, and local occupational safety and health standards. The Contractor is required to abide by the County’s Occupational Safety & Health Policy Statement: [https://henrico.us/pdfs/risk/h\\_safety\\_policy.pdf](https://henrico.us/pdfs/risk/h_safety_policy.pdf) which emphasizes maintaining a safe and healthy work environment for all employees, volunteers,



and contractors who access County property and locations. The Contractor shall be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Contractor shall immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

MM. Responsible Bidder Certification

1. “Responsible bidder” means a person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance, and who has been prequalified, if required.
2. In determining whether a Bidder is responsible, the County will consider whether the Bidder has defaulted on any government contract in the last five years; whether any government has terminated a contract with the Bidder for cause in the last five years; and whether Bidder or any of its officers, directors, partners, or owners is currently barred from bidding on contracts by any federal, state, or local government agency.
3. As part of its submission, Bidder must certify that it has not defaulted on any government contract in the last five years or must explain any such default in reasonable detail. The County may deem any such explanation of default insufficient if it does not include contact information for the government on whose contract Bidder defaulted.
4. As part of its submission, Bidder must certify that no government has terminated a contract with the Bidder for cause in the last five years or must explain any such termination for cause in reasonable detail. The County may deem any such explanation of termination for cause insufficient if it does not include contact information for the government that terminated a contract with the Bidder for cause.
5. As part of its submission, Bidder must certify that neither it nor any of its officers, directors, partners, or owners is currently barred from bidding on contracts by any federal, state, or local government body. If Bidder cannot make such certification, Bidder must explain any ban in reasonable detail. The County may deem any such explanation insufficient if it does not include contact information for the public body that barred Bidder or Bidder’s officer, director, partner, or owner from bidding on any federal, state, or local government body’s contract.
6. If the Bidder fails to submit certifications or explanations in accordance with this section, the County may deem the bid nonresponsive and reject it.
7. The Bidder must notify the County immediately if the Bidder discovers that its certification was erroneous when submitted or has become erroneous.
8. The fact that a Bidder defaulted on a government contract in the last five years; the fact that a government terminated a contract with the Bidder for cause in the past five years; or the fact that Bidder or any of its officers, directors, partners, or owners has been barred from bidding on contracts by any federal, state, or local government body will not necessarily result in the County deeming the Bidder nonresponsive.
9. If it is later determined that the Successful Bidder knowingly made a false certification, the County may terminate the contract for cause.

NN. Direct Contact with Students Certification:

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

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

**The County cannot award a contract to a Bidder that does not complete the Attachment E – Direct Contact with Students as part of their submission.**

OO. Tobacco-Free Requirement:

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

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

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

PP. Federal Terms & Conditions:

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

**BID FORM**

County of Henrico  
Department of Finance  
Purchasing Division  
8600 Staples Mill Road  
P. O. Box 90775  
Henrico, Virginia 23273-0775

I/We hereby propose to furnish all tools, labor and equipment necessary to provide inside delivery of Bottled Water and Other Beverages, in accordance with the enclosed general terms, conditions and specifications contained in **IFB No. 23-2519-4PKW**. The Bid Form must be completed in blue or black ink. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. My/Our prices are as follows:

**PRICES QUOTED SHALL BE FOB DESTINATION. Freight charges shall be included in the bid price.**

**Quantities listed are an estimate only; actual usage could be increased or decreased during the contract period.**

**BIDDER MUST BID ON ALL LINE ITEMS ON THE BID FORM PRICING SCHEDULE (EXCEL DOCUMENT) TO BE CONSIDERED FOR AN AWARD. BIDDER MUST ONLY SUBMIT ONE PRICE PER BID ITEM.**

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

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

I/We acknowledge the receipt of:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_.

**BID SIGNATURE SHEET**

My signature certifies that the bid as submitted complies with all requirements specified in this Invitation for Bid (“IFB”) **23-2519-4PKW** – Bottled Water and Other Beverages.

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

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

LEGAL NAME OF BIDDER (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
SIGNATURE:
NAME OF PERSON SIGNING (print):
TITLE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:
DATE:

**BUSINESS CATEGORY CLASSIFICATION FORM**

Company Legal Name: \_\_\_\_\_

This form completed by: Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

(Check all that apply.)

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

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

eVA Registered?  Yes  No

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

\_\_\_\_\_ NUMBER \_\_\_\_\_ DATE

**DEFINITIONS**

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

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

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

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

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

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

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

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

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

ATTACHMENT A

**VIRGINIA STATE CORPORATION COMMISSION (SCC)**  
**REGISTRATION INFORMATION**

**The Bidder:**

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

\_\_\_\_\_ **-OR-**

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

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

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

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

ATTACHMENT B

BIDDER'S REFERENCE SHEET

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

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

\_\_\_\_\_

2. Reference:

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

1. Date: \_\_\_\_\_  
Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_
2. Date: \_\_\_\_\_  
Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_
3. Date: \_\_\_\_\_  
Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_



**ATTACHMENT C**  
**SAMPLE CONTRACT**

**Goods Contract**  
**Contract No. 23-2519-4PKW**

This Goods Contract (this “Contract”) entered into this [#] day of [month] 20[##], by the County of Henrico, Virginia and County School Board of Henrico County, Virginia ([collectively , the “County) and [Bidder’s Name], a [state] [corporation *or* limited liability company *or etc.*], and its successors it assigns (the “Contractor”).

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

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

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

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

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

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

[Contractor Name]

[Address]

[City, State, Zip]

[County of Henrico, Virginia and County School Board of Henrico County, Virginia]

[P.O. Box 90775 and P.O. Box 23120]

[Henrico, VA 23273-0775 and 23223]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
[Purchasing Director Name]  
Purchasing Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**ATTACHMENT D  
Insurance Specifications  
County of Henrico**

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

**Please be sure and review the Additional Requirements Section**

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

**Workers' Compensation**

Statutory Virginia Limits

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

**Commercial General Liability**

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

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

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

**Umbrella Liability**

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

**Additional Requirements**

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 E**  
**DIRECT CONTACT WITH STUDENTS**

**Name of Bidder:** \_\_\_\_\_

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

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

**As part of this submission, I certify the following:**

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

**And (select one of the following)**

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

**or**

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

\_\_\_\_\_  
*Signature of Authorized Representative*

\_\_\_\_\_  
*Printed Name of Authorized Representative*

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

ATTACHMENT F

FEDERAL CONTRACT PROVISIONS

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

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

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

- (1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- (2) Required Certification. If applicable, contractors must sign and submit to the agency the following certification (See the separate Anti-Lobbying Certification attached to the end of these Terms and Conditions.).
- (3) The undersigned certifies, to the best of his or her knowledge and belief, that:
  - 1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

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

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

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

- (1) The contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5), as applicable.
- (2) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (3) *Violation, liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (2) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards,

employed in violation of the clause set forth in paragraph (2) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (2) of this section.

- (4) *Withholding for unpaid wages and liquidated damages.* The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3) of this section.
- (5) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (2) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (2) through (5) of this section.

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

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

**6. Legal/Contractual/Administrative Remedies for Breach (2 C.F.R. Part 200, APPENDIX II(A))**

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

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance



with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

## 8. Access to Records

The following access to records requirements apply to this contract:

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

## 9. Department of Agriculture Seal, Logo, and Flags

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

## 10. Compliance with Federal Law, Regulations, and Executive Orders

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

## 11. No Obligation by Federal Government

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

## 12. Program Fraud and False or Fraudulent Statements or Related Acts

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

## 13. Buy American (7 CFR § 210.21)

Henrico County Public Schools participates in the National School Lunch and Breakfast Programs, the Child and Adult Care Food Program, and the Summer Feeding and After School Snack Programs and is required to use the nonprofit school food service account funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as "(i) [a]n agricultural commodity that is produced in the United States; and (ii) [a] food product that is processed in the United States substantially using agricultural commodities that are produced in the United States."

Exceptions to the Buy American requirement may be approved upon request. To be considered

for the alternative or exception, one of the following conditions must apply:

- a. The product cannot be produced in the United States
- b. The product cannot be produced in sufficient quantities to meet the terms of the request
- c. The price of the product is cost prohibitive.

A Request for an exception must be submitted in writing to the Director of Schools Nutrition Services or the School Nutrition Services Registered Dietician as soon as possible.

**14. Cost Reimbursable Contracts (7 CFR § 210.21(f)(1))**

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

**15. Market Basket Analysis; Adding Goods to the Contract**

The contract will be awarded to a responsive and responsible bidder, price will be the primary

factor when evaluating bids, and the contract will be awarded to the lowest bid most advantageous to the program.

The contract award will be evaluated using a “market basket” analysis. In other words, it will be based on an evaluation of the lowest price a bidder can offer for a representative sample of goods the program operators wish to obtain.

The program operator may need to purchase goods not included in its existing contract (e.g., if a supplier introduced a new food that would benefit the program). If it is determined that purchases are needed on an ongoing basis, such goods may be added to an existing contract. The total value of all additional goods and quantities of listed goods that exceed estimated quantities may not exceed 10% of the estimated value of the contract, with such estimated value to be determined at the beginning of each annual term. If a renewal is approved as established in the original contract, then upon renewal, any goods added to the contract must be included in a contract amendment. For each year of a renewed contract, a new basis for contract value, including the actual expenditures of the previous year, plus the value of the additional items, must be established. Likewise, actual expenditures that fall below the initial estimated value of the contract could result in a lower contract value in subsequent contract years.

**ANTI-LOBBYING CERTIFICATION**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

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

## ATTACHMENT G

## LIST OF HENRICO COUNTY PUBLIC SCHOOL CAFETERIAS

School	Address	Phone Number
Adams ES	600 S. Laburnum Ave., Henrico, VA 23223	804-226-8745
Arthur Ashe ES	1001 Cedar Fork Rd., Henrico, VA 23223	804-343-6550
Baker ES	6651 Willson Rd., Henrico, VA 23231	804-226-8755
Brookland MS	9200 Lydell Dr., Henrico, VA 23228	804-261-5000
Carver ES	1801 Lauderdale Rd., Henrico, VA 23233	804-750-2640
Chamberlayne ES	8200 St. Charles Rd., Henrico, VA 23227	804-261-5030
CodeRVA	1405 Cummings Drive Suite 10	804-968-1820
Colonial Trail ES	12101 Liesfeld Farm Dr., Glen Allen, VA 23059	804-364-0055
Crestview ES	1901 Charles St., Henrico, VA 23226	804-673-3775
Davis ES	8801 Nettlewood Dr., Henrico, VA 23229	804-527-4620
Deep Run HS	4801 Twin Hickory Rd., Glen Allen, VA 23060	804-364-8038
Donahoe ES	1801 Grave Rd., Sandston, VA 23150	804-328-4035
Dumbarton ES	9000 Hungary Spring Rd., Henrico, VA 23228	804-756-3030
Echo Lake ES	5200 Francistown Rd., Glen Allen, VA 23060	804-527-4672
Elko MS	5901 Elko Rd., Sandston, VA 23150	804-328-4110
Fair Oaks ES	201 Jennings Rd., Highland Springs, VA 23075	804-328-4085
Fairfield MS	5121 Nine Mile Road, Henrico, VA 23223	804-328-4020
Freeman HS	8701 Three Chopt Rd., Henrico, VA 23229	804-673-3700
Gayton ES	12481 Church Rd., Henrico, VA 23233	804-360-0820
Glen Allen ES	11101 Mill Rd., Glen Allen, VA 23060	804-756-3040
Glen Allen HS	10700 Staples Mill Rd., Glen Allen, VA 23060	804-501-3300
Glen Lea ES	3909 Austin Ave., Henrico, VA 23222	804-228-2725
Godwin HS	2101 Pump Rd., Henrico, VA 23233	804-750-2600
Greenwood ES	10960 Greenwood Rd., Glen Allen, VA 23059	804-261-2970
Harvie ES	3401 Harvie Rd., Henrico, VA 23223	804-343-7010
Henrico HS	302 Azalea Ave., Henrico, VA 23227	804-228-2700
Hermitage HS	8301 Hungary Spring Rd., Henrico, VA 23228	804-756-3000
Highland Springs ES	600 W. Pleasant St., Highland Springs, VA 23075	804-328-4045
The Oak	15 S. Oak Ave., Highland Springs, VA 23075	804-328-4000
Highland Springs HS	200 South Airport Dr. Henrico, VA 23075	804-328-8140
Holladay ES	7300 Galaxie Rd., Henrico, VA 23228	804-261-5040
Holman MS	4701 Pouncey Tract Rd., Glen Allen, VA 23059	804-346-1300
Hungary Creek MS	4909 Francistown Rd., Glen Allen, VA 23060	804-527-2640
Johnson ES	5600 Bethlehem Rd., Henrico, VA 23230	804-673-3735
Kaechele ES	5680 Pouncey Tract Road, Glen Allen, VA 23059	804-364-8080
Laburnum ES	500 Meriwether Ave., Henrico, VA 23222	804-228-2720
Lakeside ES	6700 Cedar Croft St., Henrico, VA 23228	804-261-5050
Longan ES	9200 Mapleview Ave., Henrico, VA 23294	804-527-4640

School	Address	Phone Number
Longdale ES	9500 Norfolk St., Glen Allen, VA 23060	804-261-5095
Maybeury ES	901 Maybeury Dr., Henrico, VA 23229	804-750-2650
Mehfoud ES	8320 Buffin Rd., Henrico, VA 23231	804-261-7020
Montrose ES	2820 Williamsburg Rd., Henrico, VA 23231	804-226-8765
Moody MS	7800 Woodman Rd., Henrico, VA 23228	804-261-5015
Nuckols Farm ES	12351 Graham Meadows Dr., Henrico, VA 23233	804-364-0840
Pemberton ES	1400 Pemberton Rd., Henrico, VA 23233	804-750-2660
Pinchbeck ES	1275 Gaskins Rd., Henrico, VA 23233	804-750-2670
Pocahontas MS	12000 Three Chopt Rd., Henrico, VA 23233	804-364-0847
Quioccasin MS	9400 Quioccasin Rd., Henrico, VA 23233	804-750-2630
Ratcliffe ES	2901 Thalen St., Henrico, VA 23223	804-343-6535
Ridge ES	8910 Three Chopt Rd., Henrico, VA 23229	804-673-3745
Rivers Edge ES	11600 Holman Ridge Rd., Glen Allen, VA 23059	804-364-0896
Rolfe MS	6901 Messer Rd., Henrico, VA 23231	804-226-8730
Sandston ES	7 Naglee Ave., Sandston, VA 23150	804-328-4055
Seven Pines ES	301 Beulah Rd., Sandston, VA 23150	804-328-4065
Shady Grove ES	12200 Wyndham Lake Dr., Glen Allen, VA 23060	804-360-0825
Short Pump ES	3425 Pump Rd., Henrico, VA 23233	804-360-0812
Short Pump MS	4701 Pouncey Tract Rd., Glen Allen, VA 23060	804-360-0800
Skipwith ES	2401 Skipwith Rd., Henrico, VA 23294	804-527-4650
Springfield Park ES	4301 Fort McHenry Pkwy., Glen Allen, VA 23060	804-364-0850
Three Chopt ES	1600 Skipwith Rd., Henrico, VA 23229	804-673-3755
Trevvett ES	2300 Trevvett Dr., Henrico, VA 23228	804-261-5060
Tuckahoe ES	701 Forest Ave., Henrico, VA 23229	804-673-3765
Tuckahoe MS	9000 Three Chopt Rd., Henrico, VA 23229	804-673-3720
Tucker HS	2910 Parham Rd., Henrico, VA 23294	804-527-4600
Twin Hickory ES	4900 Twin Hickory Lake Dr, Glen Allen, VA 23060	804-360-4700
Varina ES	2551 New Market Rd., Henrico, VA 23231	804-795-7010
Varina HS	7053 Messer Rd., Henrico, VA 23231	804-226-8700
Virginia Randolph	2204 Mountain Rd., Glen Allen, VA 23060	804-261-5085
Ward ES	3400 Darbytown Rd., Henrico, VA 23231	804-795-7030
Wilder MS	6900 Wilkinson Rd., Henrico, VA 23227	804-515-1100

**COUNTY OF HENRICO, GENERAL GOVERNMENT**

Authorized Representative	Location	Address	Phone
Jason Smith	Café 1611	4301 E. Parham Road, 2 <sup>nd</sup> Floor of Administration Building, Henrico, VA 23273	804-501-4358
Adam Schwartz	Henrico Theatre	305 E. Nine Mile Road, Henrico, VA 23075-1837	804-652-1402