



**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
Invitation for Bids**



IFB Number: 11-0316
Title: Kitchen Equipment for the Chesterfield County School Board
Issue Date: October 3, 2011
Sealed Bids Due and Opening: October 18, 2011, 2:30 P.M.
Bid Opening Location: Chesterfield County Purchasing Department
Court Square
9842 Lori Road, Suite 101
Chesterfield, VA 23832

Inquires: Questions which may arise as a result of this solicitation may be addressed to Harold F. Leach, Senior Contract Officer, at (804) 748-1702, or by email to purchasing@chesterfield.gov. Inquiries must be received at least seven (7) business days prior to the due date in order to be considered. Contact initiated by a bidder concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the bidder from this transaction.

F.O.B. Destination: All prices shall be F.O.B. Destination: Locations shown in IFB
Freight, delivery costs, and incidental charges shall be included.

My signature below certifies that:

- I agree to abide by all conditions of this bid and that I am authorized to sign this bid;
 - the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, 498.4 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards; and
 - that the accompanying bid is in compliance with the State and Local Government Conflict of Interests Act 2.2-3100, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no County employee, County employee's partner, or any member of the County employee's immediate family holds a position with the bidder such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent.
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In compliance with this Invitation for Bids and to all conditions imposed therein the undersigned offers and agrees to furnish the goods/services in accordance with this signed bid.

Complete Legal Name of Firm: _____

Order From Address: _____

Remit To Address: _____

Signature: _____ **Email:** _____

Name (type/print): _____ **Title:** _____

Fed ID No.: _____ **Phone:** (____) _____ **Fax:** (____) _____

This page must be returned with the Bid Form.

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I. PURPOSE

The purpose of this Invitation for Bid is to obtain pricing and delivery of kitchen equipment for the Chesterfield County School Board.

II. SCOPE OF WORK/SPECIFICATIONS

1. Delivery Requirements

Delivery shall be made to the following locations:

School Board Facilities Warehouse
9800 Krause Road
Chesterfield, VA 23832

Bensley Elementary School
6600 Strathmore Road
Richmond, VA 23237

Matoaca Elementary School
6627 River Road
Matoaca, VA 23803

Robious Middle School
2701 Robious Crossing Road
Midlothian, VA 23234

Hopkins Elementary School
6000 Hopkins Road
Richmond, VA 23234

Evergreen Elementary School
1701 Evergreen East Parkway
Midlothian, VA 23113

Tomahawk Middle School
1600 Learning Place Loop
Midlothian, VA 23114

Gordon Elementary School
11701 Gordon Road
Richmond, VA 23236

Swift Creek Middle School
3700 Old Hundred Road
Midlothian, VA 23112

Weaver Elementary School
3600 James River Road
Midlothian, VA 23113

Providence Middle School
900 Starlight Drive
Richmond, VA 23235

Falling Creek Elementary School
4800 Hopkins Road
Richmond, VA 23234

Chesterfield Schools Food and Nutrition Services
7610 Whitepine Road
N. Chesterfield, VA 23237

Contractors shall be responsible for delivering items 9 and 10 only inside the two specified school buildings, setting in place, and removal of all packaging and debris from the premises. These buildings do not have loading docks and will require a truck equipped with a lift gate for delivery.

Delivery for items 9, 10, and 11 shall be coordinated with Mr. Joey Britt at (804) 748-1632. Attempted deliveries without at least 24 hours notice will be refused.

2. Product Information

If bidding other than specified, the bidder shall clearly and specifically identify the product being offered and include detailed descriptive literature, catalog cuts, and specifications for the product bid to enable the County to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bidder to be considered non-responsive and the bid to be rejected for specific item(s) or in its entirety.

III. INSTRUCTIONS

A. Submission and Receipt of Bids

1. Sealed bids shall be received until, but no later than the specified time and date of opening as designated in the invitation, and then publicly opened and read aloud. Bids shall be submitted in a sealed envelope with the IFB number and due date and time written on the outside of the envelope. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline. Late bids shall be rejected.
2. Bids or changes to a bid response shall not be accepted via fax or E-mail.
3. In the event that Chesterfield County government offices are not operating under normal staffing levels or if the location for bid submission, bid opening or a pre-bid

conference is inaccessible due to inclement weather or other emergency situations at the published time, the bid submission, bid opening or pre-bid conference will default to the next regular business day at the same time.

4. All bids shall be signed in the space provided for a signature on the cover sheet and returned. If the bidder is a partnership or corporation, the bidder shall show the title of the individual signing the bid, and if the individual is not the president or vice president of the partnership or corporation, if requested, the bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
5. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
6. Unless otherwise specified, bidders are to complete and return the Bid Form furnished by the County.
7. No bid shall be altered or amended after the specified time for opening.
8. If you are an individual with a disability and require a reasonable accommodation in order to participate in this procurement, please notify the Purchasing Department at (804)748-1617 as soon as possible.
9. For information pertaining to the bid tabulation, decision to award and/or award on this procurement transaction, bidders may access public notification electronically at: www.chesterfield.gov/purchasing.

B. Amendments or requests to withdraw bids by a bidder prior to bid opening:

A bidder may amend and/or withdraw their bid before the due date and time designated for receipt of bids. All requests from a bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the document's authenticity. All amendments to the bid are to be initialed by an individual authorized to represent the bidder.

IV. GENERAL TERMS AND CONDITIONS

- A. Addenda:** Any changes or supplemental instructions to this solicitation shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at: www.chesterfield.gov/purchasing. Each bidder is responsible for obtaining all addenda posted at the Purchasing Department website or by calling 804-748-1617. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid. All addenda issued shall become part of the solicitation and all resulting contract documents.
- B. Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County's fiscal year, are

subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.

- C. Assignment of Contract:** The County and Contractor bind themselves and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.
- D. Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.
- E. Change Orders:** Change orders must be approved by the County prior to work being performed.
- F. Commitment to Diversity and Chesterfield Businesses:** Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The County is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the County strongly encourages each Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the County as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the Contractor to furnish data regarding subcontractor/supplier activity with minority-owned businesses, women-

owned businesses, and businesses located in Chesterfield County on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the Contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

Definitions:

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

Minority-Owned Business (MOB) – a business that is at least 51% 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% 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. (*Code of Virginia 2.2-4310*)

Women-Owned Business (WOB) - a business that is at least 51% 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% 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. (*Code of Virginia 2.2-4310*)

- G. Contractor Background Checks:** In order to preserve the integrity and security of County government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- H. Contractor's Authorization To Transact Business:** In accordance with §2.2-4311.2 of the *Code of Virginia*, any bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. The bidder shall include in its bid the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid a statement describing why the bidder is not required to be so authorized. Failure to provide the required information may result in the rejection of the bid. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a Contractor if the Contractor

fails to remain in compliance with the provisions of this section.

- I. **Cooperative Procurement:** This procurement is being conducted by Chesterfield County in accordance with the provisions of 2.2-4304 *Code of Virginia*. Except for contracts for architectural and engineering services or construction in excess of \$200,000 by a local public body from the contract of another local public body that is more than a straight line distance of 75 miles from the territorial limits of the local public body procuring the construction, if agreed to by the Contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Chesterfield County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor 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 Chesterfield contract. Chesterfield County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- J. **Copyrights or Patent Rights:** The bidder certifies by submission of a bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
- K. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the County for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- L. **Drug Free Workplace:** (*Code of Virginia 2.2-4312*) This provision only applies to contracts valued in excess of \$10,000.

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.

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 this chapter, 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.

M. Employment Discrimination: (*Code of Virginia 2.2-4311*) This provision only applies to contracts valued in excess of \$10,000.

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

N. Environmental Management: Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations. Additionally, the Contractor must meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information, contact the Office of Environmental Management at (804) 717-6531.

O. ePayables: Chesterfield County recognizes the importance of timely payments to our vendors. Therefore, we offer our vendors the opportunity to enroll in our ePayables program. This program allows us to make card payments to our vendors and features an online portal to facilitate payments as well as reduce payment processing times. Our ePayables program is mutually beneficial and is our preferred method of payment. If you choose not to enroll in this program, payments will be made by check and mailed through the postal service which could impact how quickly you receive payments. No action is required for vendors already enrolled in the program. Please contact the Accounting Department at 804-748-1673 with questions.

P. Faith-Based Organizations: (*Code of Virginia 2.2-4343.1*) Chesterfield County does not discriminate against faith-based organizations.

Q. Finance/Interest Charges: Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.

- R. Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
- S. Illegal Aliens:** (*Code of Virginia 2.2-4311.1*) The Contractor agrees that he does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- T. Indemnification:** The Contractor shall hold harmless and indemnify the County, the School Board, if applicable, and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions.
- U. Mistakes in Bids**
 - 1. Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn in accordance with the withdrawal procedure provided herein.
 - 2. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.
- V. Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.
- W. Negotiation:** In accordance with 2-47 of the County Code, if the bid from the lowest responsible bidder exceeds available funds, the county may negotiate with the apparent low bidder to obtain a contract price within available funds. Such negotiation may include, but is not necessarily limited to, adjustment of the bid price and changes in the bid scope or requirements in order to bring the bid within the amount of available funds. Negotiation shall be conducted by the purchasing director, or his designee, with assistance from the user department.
- X. Payment:** If the Contractor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Section 2.2-4352 and 2.2-4354 of the *Code of Virginia*.

Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:

1. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or
 2. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- Y. Precedence of Terms:** All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
- Z. Proprietary Information:** Section 2.2-4342(F) of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." If the exemption from disclosure provided by Section 2.2-4342(F) of the *Code of Virginia* is not properly invoked then the bids will be subject to disclosure pursuant to applicable law.
- AA. Quality Expectation Statement:** Chesterfield County, through its quality initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's quality initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects – zero rework".
- BB. Schools:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County Public Schools.
- CC. Sensitive Information Handling:** Any information in the possession of the County/Schools which is specific to an employee, student, citizen, County/School business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from County/Schools facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the County/Schools facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (County) or Director of Technology (Schools). Any access to County/Schools information by contract workers from outside the County/Schools intranet shall be in

accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology/County Information Security Manager and Chief Information Officer or designees.

- DD. Taxes:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
- EE. Termination:** It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.
- FF. Termination for Breach or Non-Performance:** If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:
1. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
 2. terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the County, the Contractor shall not be entitled to receive any further payment from the County until completion of the work has occurred. After completion of the work, the County shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the County to complete the work. If the cost incurred by the County to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.

- GG. Tie Bids:** In accordance with Section 2.2-4328 of the *Code of Virginia* and Article 4, Section 2-47 of the *County Code*, in the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth of Virginia pursuant to *Code of Virginia* 2.2-4324. If no County or Commonwealth of Virginia preference is available, the tie shall be decided by lot.
- HH. Vendor Rewards/Gift Programs:** It is the policy of the County not to participate in any

rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your bid and demonstrate in the bid how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.

- II. Waiver of One Breach Not Waiver of Others:** No waiver by the County or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

JJ. Withdrawal of Bids

1. Withdrawal: Construction (*Code of Virginia 2.2-4330*)

A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, 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 unintentional omission of a quantity of work, labor, 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. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall 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.

The bidder shall give notice in writing to the Director of Purchasing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to the conditions of subsection F of §2.2-4342 of the *Code of Virginia*.

Within 5 business days, the County will notify the bidder in writing of its decision. If the County denies the withdrawal of a bid under the provisions of this section, it shall state in such notice 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. At the same time that the notice is provided, the County will also return all work papers and copies thereof to the bidder.

2. Withdrawal (Other than Construction)

A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids 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 unintentional omission of a quantity of work, labor, or material made directly in the compilation of the 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. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall 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.

The bidder shall give notice in writing to the Director of Purchasing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to the conditions of subsection F of §2.2-4342 of the *Code of Virginia*.

Within 5 business days, the County will notify the bidder in writing of its decision. If the County denies the withdrawal of a bid under the provisions of this section, it shall state in such notice 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. At the same time that the notice is provided, the County will also return all work papers and copies thereof to the bidder.

V. SPECIAL TERMS AND CONDITIONS

A. Acceptance of Goods/Services

The goods and/or services delivered under a resulting contract shall remain the property of the Contractor until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the Contractor and return goods to the Contractor at the Contractor's expense.

B. Acceptance Period of Bids

All bids submitted shall be binding for sixty (60) calendar days following bid opening date. The sixty (60) calendar day acceptance period may be extended by mutual consent of both parties.

C. Brand Name or Equal

In accordance with §2.2-4315 of the *Code of Virginia*, unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer shall not restrict bidders to the specific brand, make or manufacturer named and shall be deemed to convey the general style, type, character, and quality of the article desired. Any article that the County 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.

Unless otherwise provided in the Invitation for Bid, no proposed equal will be considered prior to receipt of bids. If bidding a proposed equal, the bidder is responsible to clearly and specifically identify the article being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the article offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder clearly indicates in the bid that the article offered is an equal, such bid will be considered to offer the brand name referenced in the solicitation. It shall be understood that the burden of proof for an equal article shall be and remain the sole responsibility of the bidder. The County's failure to object to a manufacturer will not constitute a waiver of any of the requirements of the contract documents, and all products furnished must conform to such requirements.

The Contractor shall be responsible for making all changes in the work necessary to adapt and accommodate "equal" products which are submitted and accepted in lieu of the products whose name and model numbers are specified and around which the drawings, where applicable, were developed. The necessary changes shall be made at the Contractor's expense. The Contractor shall submit sufficient data concerning the proposed equal products and resulting necessary changes to the project to the County documenting that the proposed product(s) can be properly integrated with the project.

D. Contact with Students

As required by Section 22.1-296.1 of the *Code of Virginia*, Bidders who will provide services that will place contractor or contractor's employees in direct contact with students on school property during regular school hours or during school-sponsored activities, shall certify, by signing and submitting their bid or proposal, that none of the individuals who will perform the work under the contract have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

E. Pricing

Prices shall be stated in units of quantity as specified in the Pricing Schedule. In case of a discrepancy in extension of prices in the bid, the unit price shall govern.

F. Insurance

The following insurance requirements apply to items 9 and 10 only since these items will be delivered inside school buildings.

Insurance Requirements

The Contractor and insurance company should carefully review the insurance requirements set forth below. **The Contractor shall furnish a copy of a Certificate of Insurance in accordance with the requirements before the County will execute a contract.** The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. **The certificate of insurance does not need to accompany the bid.**

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the County and Chesterfield County Public Schools, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

The Contractor shall maintain during the initial term and any additional terms of this contract the following coverage and minimum limits, with insurance companies with no less than a financial strength rating of "A" and a financial size category of no less than "VII" as determined by A.M. Best Company:

- | | |
|---------------------------------|--|
| 1. Commercial General Liability | \$1,000,000 Combined Single Limit per occurrence |
|---------------------------------|--|

The insurance certificate must state that the Commercial General Liability policy names Chesterfield County and Chesterfield County Public Schools as an **additional insured** by endorsement to the policy. This requirement may be met by placing the following language on the Certificate:

- a. **"Chesterfield County and/or Chesterfield County Public Schools by endorsement to the policy is an additional insured"; or**
- b. **"Chesterfield County and/or Chesterfield County Public Schools by endorsement to the policy is additional insured with respect to General Liability "; or**

c. or the Contractor may provide a copy of the actual endorsement to the policy

- | | |
|--------------------------|--|
| 2. Automobile Liability | \$1,000,000 Combined Single Limit per occurrence |
| 3. Workers' Compensation | Virginia Statutory limits |
| 4. Employers' Liability | \$100,000 each accident, each disease |

Cancellation notice. The insurance policies must be endorsed to require notice of cancellation or other change in coverage to the County. The Certificate statement, which is required by the contract documents, shall read as follows:

- a. "By endorsement to the policies, the insurers will provide 30 day written cancellation notice to Chesterfield County; or**
- b. The contractor may attach a copy of the endorsement to the certificate.**

The Certificate Holder should be listed as:

Chesterfield County

c/o Purchasing Department

P. O. Box 51, Chesterfield, VA 23832-0001

IFB/RFP No. _____

Certificate of Insurance must have an authorized signature.

VI. BID FORM

A. BASIS OF AWARD

Award will be made to the lowest responsive and responsible bidder(s) based on a per item basis.

B. PRICING SCHEDULE

The bidder agrees to furnish the goods/services as specified herein, and in compliance with the terms and conditions of this Invitation for Bids at the following price(s):

Indicate manufacturer and model number bid.

Item No.	Quantity	Description	Unit Price	Total Bid
1.	1 each	Slicer, Hobart #2712 or equal. Ship to Robious Middle.	\$	\$
Manufacturer/Stock No. Bid				
2.	6 each	Cabinet, unheated, with heavy duty 5" swivel casters and two brakes, Crescor #100-184 or equal. Ship one each to Hopkins Elementary, Evergreen Elementary, Tomahawk Middle, Gordon Elementary, Swift Creek Middle, and Weaver Elementary.	\$	\$
Manufacturer/Stock No. Bid				
3.	4 each	Open pan rack, with thirteen sets of angles of which twelve are adjustable, with heavy duty 5" swivel casters and two brakes, Crescor #207-UA-13A or equal. Ship two each to Providence Middle and Falling Creek Elementary.	\$	\$
Manufacturer/Stock No. Bid				
4.	15 each	Kettle brush, 6" x 10 1/2", flare head, polyester bristles, Carlisle Sparta Spectrum jumbo tank and kettle brush #4117705 or equal. Ship to Food and Nutrition Services.	\$	\$
Manufacturer/Stock No. Bid				
5.	15 each	Brush handle, 60", white, threaded, plastic, Carlisle Sparta Spectrum #4129600 or equal. Ship to Food and Nutrition Services	\$	\$
Manufacturer/Stock No. Bid				
6.	3 each	Mats, dishroom, 1/2" thick premium quality rubber, black, 3 ft. x 5 ft., Tek Tough Jr #436-931 or equal. Ship to Food and	\$	\$

		Nutrition Services.		
Manufacturer/Stock No. Bid				
7.	72 each	Thermometer, Coolit-Rite HAACP unit, Cooper #TTM41 or equal. Ship to Food and Nutrition Services.	\$	\$
Manufacturer/Stock No. Bid				
8.	8 each	Condiment multi-purpose food station including (4) third-size 4" top notch polycarbonate black food pans, Carlisle #10807 or equal. Ship to Food and Nutrition Services.	\$	\$
Manufacturer/Stock No. Bid				
9.	2 each	Refrigerator, reach in, with four 6" high casters each, 115V/60hz/1ph, left door hinged left/right door hinged right, Traulsen #RHT232WUT-FHS or equal. Ship one each to Bensley Elementary and Matoaca Elementary.	\$	\$
Manufacturer/Stock No. Bid				
10.	2 each	Freezer, reach in, with four 6" high casters each, 115V/60hz/1ph, left door hinged left/right door hinged right, Traulsen #RLT232WUT-FHS or equal. Ship to Matoaca Elementary.	\$	\$
Manufacturer/Stock No. Bid				
11.	1 each	Steamer, convection, electric floor model, with nickel plated boiler, Market Forge #ST10-M36E27A or equal including one each #MT25 tilting kettle, #10-4955 kettle draw-off brush, #10-5322 kettle paddle, #10-5335 kettle whip, #10-5309 clean up brush (8 1/2" long), step down transformer (to provide 115VAC for boiler controls from 208, 240, 440, or 460 VAC in place of separate incoming 115VAC line), #90-8161 steam supply line, #90-8162 drain line, #90-9092 trim kit, and #91-6852 Kleensteam package. Ship to School Board Facilities Warehouse.	\$	\$
Manufacturer/Stock No. Bid				

C. DELIVERY SCHEDULE

DELIVERY/TIME OF PERFORMANCE

Bidders are required to state the time of proposed delivery or project completion. Unless otherwise specified, bid the earliest delivery/completion possible. Bidders must

insert a definitive time frame IN CALENDAR DAYS, within which delivery/completion will be made after receipt of order (ARO). Indefinite terms such as “promptly”, “stock”, “as soon as possible”, etc., will not be given consideration. **THE FAILURE OF A BIDDER TO PROVIDE A DEFINITE DELIVERY TIME WILL RESULT IN THE BID BEING REJECTED AS NONRESPONSIVE IN ITS ENTIRETY OR, WHEN APPLICABLE, FOR THE ITEM SPECIFIED.**

Delivery in calendar days _____ after receipt of order.

D. ADDENDA

Bidder hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Invitation for Bids:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

E. BUSINESS CLASSIFICATION

Bidders are requested to provide the following information to Chesterfield County regarding their business. This information is for statistical purposes and, except in the case of tie bids, all firms submitting bids will receive equal consideration. (refer to Clause F of the General Terms and Conditions). Bidder shall indicate whether they are classified as a:

Minority-Owned Business: Yes ☐ No ☐

Women-Owned Business: Yes ☐ No ☐

Chesterfield Business: Yes ☐ No ☐

F. BIDDER'S CHECKLIST

This checklist is provided to assist bidders in submitting a responsive bid and may not be inclusive of all solicitation requirements. Bidders are expected to carefully read the entire solicitation and verify that the following issues have been addressed prior to submission of a bid:

Provide requested information on cover page: name, address, etc. ___Yes ___No

Signed Bid (cover page) ___Yes ___No

Descriptive literature, catalog cuts, and specifications of products offered if bidding other than specified ___Yes ___No

G. CONTRACTOR'S AUTHORIZATION TO TRANSACT BUSINESS

In accordance with Paragraph H of the General Terms and Conditions, bidders shall

provide the identification number issued by the Virginia State Corporation Commission:_____. If the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law, bidder shall include as an attachment a statement describing why the bidder is not required to be so authorized. **Failure to provide the required information may result in the rejection of the bid.**

H. PAYMENT TERMS:

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County. Our terms are:
