

COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO



DEPARTMENT OF GENERAL SERVICES
PAUL N. PROTO
DIRECTOR

Bid Request: #07-8105-2JK

February 20, 2007

**Invitation for Bid
Annual Contract for Temporary Clerical Personnel Services**

Subject: Annual contract to furnish and provide Temporary Clerical Personnel to the Henrico General Government and Public Schools in accordance with the enclosed general terms, conditions and specifications. **This Invitation For Bid supersedes IFB#06-8042-11JK Lot A, which has been cancelled.**

Sealed bids in accordance with the conditions, specifications, and instructions below and on the attached sheets or drawings hereto, if any, will be received no later than **11:00 AM**, local prevailing time, **March 8, 2007** and will be opened and publicly read aloud. Sealed bids should be delivered as follows:

IN PERSON OR SPECIAL COURIER
County of Henrico
Department of General Services
Purchasing Office
1590 E. Parham Road
Richmond, Virginia 23228

OR

U.S. POSTAL SERVICE
County of Henrico
Department of General Services
P.O. Box 27032
Richmond, Virginia 23273-7032

This IFB and any addenda are available on the County of Henrico website at: www.co.henrico.va.us The Bids and Proposals link is listed under the Henrico Business Section on the home page. To download the IFB, click the link and save the document to your hard drive. To receive a printed copy of this document please call (804) 501-5660 or bla04@co.henrico.va.us To receive an email copy of this document or any technical assistance please contact edw@co.henrico.va.us

Time is of the essence, and all bids received after the appointed hour for submission, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Purchasing Office, Department of General Services. Envelopes containing bids shall be sealed and marked in the lower left-hand corner with the bid request number, goods or services sought, hour and due date of the bid. Bidders are responsible for insuring that their bid is stamped by Purchasing Office personnel.

All bidders shall use the enclosed Bid Form in submitting their bid prices. The Purchasing Office 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 submit a bid. Comments as to how bid documents, specifications or drawings can be improved are welcome.

Should you have any questions concerning this Invitation to Bid, please contact John Kida (804) 501-5664, email address kid01@co.henrico.va.us.

Director of General Services
Paul N. Proto

John Kida
Purchasing Officer
804-501-5664
kid01@co.henrico.va.us

I Scope of Work/Service

The intent and purpose of this Invitation for Bid is to establish a term contract with one qualified firm to provide temporary clerical personnel for various departments within the County of Henrico in accordance with the following conditions and specifications.

The definition of a qualified firm requires that your firm must be in the business of providing clerical staffing, for a minimum of three years comparable to the Scope of Work included in this solicitation and that this would be reflected in the references so provided.

For the period July 1, 2005 through June 30, 2006 the County spent approximately \$122,000.00 in temporary clerical services.

A. General Requirements

1. The Successful Bidder shall have a qualifying process for potential employees for testing of job skills. This shall include computer based data entry and word processing utilizing Microsoft Office Suite and keyboarding skills of at least 45 words per minute. The Successful Bidder shall have sufficient computers and software available to candidates to verify job skills.
2. In addition, temporary personnel provided for under IFB will be required, when necessary, to provide other additional business related duties/functions normally provided by employees working within these job classifications which may require use of office equipment specific to the job duties being requested.
3. The qualifications listed in Section 1.B. are the minimum education and experience levels required by the County for persons employed in these positions. Employees furnished by the successful bidder must meet or exceed these minimum requirements

4. Locations:

It should be noted that the County's offices are located primarily at the Henrico County Government Center on Parham Road. However, numerous other county facilities and work sites are located throughout the County. Some of these facilities and work sites are not located on public transportation routes and it shall be the responsibility of the Successful Bidder or their employees to provide transportation to the facility or work site.

5. Hours of Work:

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

6. Contract Administration:

The Purchasing Office will be responsible for the administration of any contract awarded. as temporary help needs arise, the County has two options available: rely upon its own resources to meet the need, or use temporary help from the Successful Bidder awarded a contract under this IFB. However, since the positions are limited by the list provided in this IFB, the County reserves the right to solicit price quotations for any other type of position that is not included in the contract and either add the position by contract amendment or contract with an outside source as needed.

The Successful Bidder shall provide a primary account representative to work directly with County departments in the administration of this contract. The County's representative that the worker is contracted to report to will determine unsatisfactory performance by a temporary worker.

The Successful Bidder in each category will be given 8 hours to fill a job order from the date of its placement. In the event the Successful Bidder cannot fill the job order, the County reserves the right to cancel the order. It is the intent of the County, in all cases where possible and regardless of the size of the order, to provide reasonable notice to the Successful Bidder concerning job orders placed with them.

7. Successful Bidder shall submit quarterly reports on hours billed for each classification and County department involved to the Purchasing Department. Reports shall be sent to:

John Kida
General Services, Purchasing Department
1590 East Parham Road
Richmond, VA 23273

8. The temporary personnel provided shall be employed by the Successful Bidder. The Successful Bidder shall be responsible for all payroll taxes, workers compensation, payroll reports, and other employer Federal and State requirements for temporary personnel.
9. **The Successful Bidder shall provide Worker's Compensation Insurance Coverage for all classifications of employees.**
10. **Criminal History Record Check** It will be the Successful Bidder's responsibility, at its sole expense, to obtain the consent of and perform a criminal history record check of any employee that will perform duties on County property pursuant to this Contract. The Successful Bidder shall immediately notify the County of any employee of the Successful Bidder who has been convicted of any felony or any crime involving violence. Such employees will be prohibited from working on County property unless and until the Director of the department requesting temporary staffing is so notified and agrees in writing to allow such persons on site. The County reserves the right to request, at any time, that the Successful Bidder certify in writing that it has completed the above-referenced criminal history record check for any employee that will perform duties on County property pursuant to this Contract. Failure to provide written certification within five business days shall constitute a breach of this contract and be grounds for immediate termination of the contract without prejudice or penalty to the County.

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

B. Duties/Qualifications

1. Receptionist

Examples of Duties: Serves as initial point of contact for visitors, telephone calls and deliveries to the agency. Duties include efficiently and courteously answering multi-line telephone system; responding to routine inquiries, taking messages, or routing callers to appropriate parties; greeting visitors and notifying appropriate employee of office arrivals; accepting deliveries and contacting office for retrieval.

Minimum Qualifications: Working knowledge of office practices procedures and equipment: Proficient in the use of personal computers in a Windows environment. Demonstrated abilities to efficiently and courteously answer multi telephone lines and accurately take messages or route callers. A High school graduate or equivalent education and one year of related clerical experience.

2. Word Processor or Data Entry

Examples of Duties: Production keyboarding, manipulate data and text, format documents; process technical reports manipulation of computer databases to store, retrieve, compile, or analyze data information using commercial software to support office program requirements; prepares special reports, tabulations and logs; accurately performs alpha/numeric entry. May be required to answer telephone calls, take messages and/or refer callers to appropriate parties; performs general office support and performs any other related assigned duties.

Minimum Qualifications: High school graduate. Experience in data entry. Knowledge of office practices and procedures including word processing, filing, etc. Demonstrated ability to accurately meet established production levels. Proficient in the use of personal computers in a Windows environment including Microsoft Office Suite and other database management applications.

3. Office Clerk

Examples of Duties: General office and operations support (i.e., files, copies, sorts, matches reports, collates, staples, stuff envelopes, opens and distributes mail, routes telephone calls; performs basic keyboarding using various word processing systems to produce routine correspondence/memoranda, prepares and verifies mathematical computations, tabulations, reports and records, enters and retrieves data, routine data entry) and performs any other related assigned duties.

Minimum Qualifications: High school graduate or equivalent. Clerical experience involving keyboarding, processing mail, answering telephone calls, filing, copying and maintaining an office or unit calendar.

4. Account Clerk

Examples of Duties: Performs professional level work requiring the application of generally accepted accounting principles to various financial programs and operations. Analyzing, interpreting and recording data on financial transactions; allocating funds; applying accounting principles and practices to update and maintain payroll, preparing financial statements/reports.

Minimum Qualifications: High school graduate or equivalent. Working knowledge of generally accepted accounting principles and practices and cost accounting; and of data processing techniques in maintaining financial records. Demonstrated abilities to apply and adapt established accounting methods to a variety of financial transactions and records; prepare financial reports and statements. Proficient in Microsoft Office Suite and possibly Oracle software applications.

5. Administrative Assistants

Examples of Duties: Provides clerical support for one or more professional, administrative and/or managerial employees. Types letters, memoranda and forms from rough notes or handwritten drafts; maintains log/records; makes arrangements for travel, meetings, conferences; maintains calendars; and performs other related assigned duties.

Minimum Qualifications: 2-3 years experience in an office environment. High school graduate or equivalent with coursework in office practices/procedures and keyboarding. Clerical experience involving keyboarding, processing mail, answering telephone calls, filing, copying and maintaining an office or unit calendar.

II GENERAL TERMS AND CONDITIONS:

A. Addenda:

1. Comments as to how the bid documents, specifications or drawings can be improved are welcome. Bidders requesting clarification or interpretation of or improvements to the bid general terms, conditions, specifications or drawings shall make a written request which shall reach the Purchasing Office, Department of General Services, 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 Office and it shall be signed by the Director of General Services 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 to Bid may be issued anytime 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 Office for the Invitation to 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:

It is understood and agreed that this contract shall be subject to annual appropriations by the Board of County Supervisors (the "Board"). Should the Board fail to appropriate funds for this contract, the contract shall be terminated when existing funding is exhausted. There shall be no penalty should the Board fail to make annual appropriations for this contract.

C. Award of Contract:

1. The Purchasing Office 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 of Henrico or the State of Virginia or provided by persons, firms or corporations having principal places of business in the County of Henrico or the State of Virginia, if such a choice is available; otherwise the tie shall be decided by lot. A County of Henrico business shall be given preference over a State of Virginia business, if such a choice is available.
3. The Purchasing Office 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 A)

4. It is the intent of the County of Henrico 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. Upon making an award, or giving notice of intent to award, the County will place appropriate notice on the public bulletin board located at the following locations:

Purchasing Office
1590 East Parham Road
Richmond, VA

Eastern Government Center
3820 Nine Mile Road
Richmond, VA

Henrico Government Center
4301 East Parham Road
Richmond, VA

Notice of award or intent to award may appear on the Purchasing Office website:
<http://www.co.henrico.va.us/genserv>

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

D. Bid Security:

The Purchasing Office does not require the bidder to furnish a bid security with this bid.

E. 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,
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, its officers and/or its employees, either independently or jointly with the bidder, the bidder shall defend the County, its officers and employees, in any such suit at no cost to them. In the event that final judgment is obtained against the County, its officers, and/or its employees, either independently or jointly with the bidder, then the bidder shall pay such judgment, including costs and attorneys fees, if any, and hold the County, its officers and employees, harmless therefrom.
4. The successful bidder shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
5. The successful bidder shall not, in its product literature or advertising, refer to this purchase or the use of the bidder's goods or services by the County of Henrico, 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.

F. Bidder's Representation:

1. By submitting a bid in response to this Invitation to 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 Purchasing Office does not require the successful bidder to furnish 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 Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I. Compensation:

1. It is the County's policy not to pay for any goods or services until the same have been actually received.

2. Individual contractors shall provide the Purchasing Office their social security numbers and proprietorships, partnerships and corporations shall provide their federal employer identification numbers (Code of Virginia, Section 2.2-4354.2). This information shall be provided in the space indicated on the Bid Form.
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 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 days after the invoice is rendered, whichever is later (Code of Virginia, Section 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 contract period shall be from date of award through one-year period date. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for 4 additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices.
3. The successful bidder should submit any proposed price changes and a report on the annual volume of business resulting from this contract to the Purchasing Office at least ninety (90) days prior to the contract renewal date. If accepted by the Purchasing Office, the prices shall remain firm for each renewal year.
4. The contract shall not exceed a maximum of five (5) years.

K. Controlling Law; Venue

This contract is made, entered into, and shall be performed in the County of Henrico, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from this IFB, 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 of Henrico, Virginia, it shall be unlawful for any person conducting or engaged in any such business, trade or occupation in the County, who is required to obtain a license therefore, to conduct or engage in such business, trade or occupation without having first obtained the proper license in the County. Contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.
2. When a contractor or speculative builder shall have paid a local license tax to any city, town or county in which his principle office or branch office may be located, he shall be exempt from the payment of additional license tax to the county for conducting any such business within the confines of the county, except where the amount of business done by any such person in the county exceeds the sum of \$25,000.00 in any year, he shall be required to file an application and pay a license tax as provided in section 20-592 and shall be subject to all other provisions of this division. (Code 1980, 12-95; Ord. No. 909, 10-25-95; Ord No. 935,25,10-9-96).

M. Default:

If the Successful Bidder is wholly responsible for failure to make delivery or complete implementation and installation, or if the system fails in any way to perform as specified herein, the County may consider the Successful Bidder to be in default. In the event of default, the County will provide the Successful Bidder with written notice of default, and the Successful Bidder will be provided twenty (20) calendar days to provide a plan to correct said default.

N. Drug-Free Workplace to be Maintained by the Contractor (Code of Virginia, Section 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 Bidder Prohibited:

1. During the performance of this contract, the successful bidder agrees as follows (Code of Virginia, Section 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. 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 in person or via special courier service in the Purchasing Office, Department of General Services, North Run Office Park, 1590 East Parham Road, Richmond, Virginia 23228-2360 or through the regular mail by the U.S. Postal Service, P.O. Box 27032, Richmond, Virginia 23273-7032 until, but no later than the time and date specified in the Invitation to Bid.
- 2. In the solicitation or awarding of contracts, the County of Henrico 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 welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the County. The County of Henrico actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals. All solicitations are posted on the County's Internet site at www.henrico.va.us and may be viewed under the Bids and Proposals link on the homepage.
- 4. If your company is not listed on the County's bidder mailing list, a vendor application is available on the County of Henrico website: <http://www.co.henrico.va.us/genserv>

Q. Indemnification:

The successful Bidder agrees to indemnify, defend and hold harmless the County of Henrico including Henrico Public County Schools, its officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the successful Bidder, provided that such liability is not attributable to the County's sole negligence.

R. Insurance:

The successful bidder shall maintain insurance to protect itself and the County of Henrico from claims for damages for personal injury, including death, and for damages to property, which may arise from operations under this contract. Such insurance shall conform to the enclosed County Insurance Specifications. (See Attachment B)

S. Modification of Bids:

1. A bid may be modified or withdrawn by the bidder anytime prior to the time and date set for the receipt of bids. The Bidder shall notify the Purchasing Office in writing of its intentions.
2. Modified and withdrawn bids may be resubmitted to the Purchasing Office 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.

T. 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.
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 (County Code 16.36).
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.

U. No Discrimination against Faith-Based Organizations:

Henrico County does not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2-4343.1.

V. Opening of Bids:

1. All bids received on time in the Purchasing Office shall be opened and publicly read aloud.
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 (Code of Virginia, Section 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 (Code of Virginia, Section 2.2-4342E).

W. Product Evaluation/Testing:

1. The Purchasing Office shall have the option to evaluate and/or test any item offered in this Invitation to Bid prior to award of the contract. If the Purchasing Office elects to evaluate and/or test an item, the bidder shall provide all samples required for evaluation and/or testing at no charge within five (5) calendar days of the request by the Purchasing Office.

Samples shall be sent to:

Henrico County

Attention: John Kida

1590 East Parham Road

Richmond, VA 23228

2. Upon the completion of the evaluation and/or testing by the Purchasing Office, 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 Office that samples are available for return, the Purchasing Office reserves the right to dispose of said samples.

X. Record Retention/County Audits:

1. The successful bidder shall retain, during the performance of the contract and for a period of three years from the completion of the contract, all records pertaining to the successful bidder's bid and any contract awarded pursuant to this Invitation to 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-audits of the successful bidder's records as a result of a contract awarded pursuant to this Invitation to Bid. Files would be available on demand and without notice during normal working hours.

Y. Subcontracts:

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

Z. Submission of Bids:

1. All bidders shall use the enclosed Bid Form in submitting their bid prices. The Purchasing Office shall not accept oral bids or bids received by telephone, telecopier (FAX machine) or email for this bid.
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 or by typewriter. 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 Office 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. The Bid Form, the bid security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. Any notation or notations on the exterior of the envelope purporting to alter, amend, modify, or revise the bid contained within the envelope shall be of no effect and shall be disregarded.
7. The envelope containing the bid should be sealed and marked in the lower left-hand corner with the bid request number, goods or services sought, hour and due date of the bid.
8. The time for the receipt of bids shall be determined by the time clock stamp in the Purchasing Office. Bidders are responsible for ensuring that their bids are stamped by Purchasing Office personnel by the deadline indicated.
9. All bids received in the Purchasing Office by the deadline indicated will be kept in a locked bid box until the time and date set for the opening of bids.
10. All late bids shall be returned unopened to the Bidder.

AA. 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 (Code of Virginia, Section 2.2-4354):
 - (a) Pay the subcontractor(s) for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor(s) under the contract; or
 - (b) Notify the County and subcontractor(s), in writing, of their intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. 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 a (2) of this section. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.
3. 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).
4. 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 may not include any amount for reimbursement for such interest charge.

BB. Taxes:

1. The County of Henrico 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 Office 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.

CC. Termination of the Contract:

1. If the successful bidder should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the successful bidder's insolvency, or if the successful bidder should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to deliver the goods or services within the time specified, or if the bidder otherwise defaults, then the County may without prejudice to any other right or remedy, and after giving the successful bidder seven (7) calendar days written notice, terminate the employment of the successful bidder and procure such goods or services from other sources. In such event, the successful bidder shall be liable to the County for any additional cost occasioned by such failure or other default.
2. In such cases, the successful bidder shall not be entitled to receive any further payment If the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the successful bidder shall pay the difference to the County.
3. Notwithstanding anything to the contrary contained in the contract between the County and the successful bidder, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving 30 days written notice to the successful bidder.

DD. Trade Secrets/Proprietary Information:

Trade secrets or proprietary information submitted by a Bidder in response to this Invitation for Bid 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 (Section 2.2-4342F of the Code of Virginia).

EE. Use of Brand Names/Product Information:

1. Unless otherwise provided in the Invitation to 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 (Code of Virginia, Section 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 Office to determine if the product offered meets the requirements of the solicitation. Material 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.

FF. 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 Office within two business days after the conclusion of the bid opening procedure. (Code of Virginia, Section 2.2-4330). Such mistake shall be proved only from the original work papers, documents and materials delivered to the Purchasing Office with the bidder's written request to withdraw its bid.
3. The Purchasing Office will inspect the written evidence submitted by the bidder with the request and if the Purchasing Office 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%). (Code of Virginia, Section 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 Office 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.

Bid Request No.07-8105-2JK**BID FORM**

County of Henrico
 Department of General Services
 Purchasing Office
 North Run Office Park
 1590 East Parham Road
 P. O. Box 27032
 Richmond, Virginia 23273-7032

I/We hereby propose to furnish and deliver **Temporary Clerical Personnel Services** in accordance with **Bid #07-8105-2JK** general terms, conditions and specifications. The Bid Form must be completed in blue or black ink or by typewriter. 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**Clerical Services**

	A	B	C	D	E	F	G	H
	Job Description	Hourly Labor Rate Regular Hours	Est Annual Hours	Total Price Normal Work Hours $B \times C = D$	Hourly Labor Rate Overtime Hours	Est Annual Overtime Hours	Total Price Overtime Work Hours $EXF=G$	Total for line item. $D + G = H$
1	Receptionist	\$	2,200	\$	\$	100	\$	\$
2	Data Entry	\$	2,200	\$	\$	100	\$	\$
3	Office Clerk	\$	2,200	\$	\$	100	\$	\$
4	Account Clerk	\$	2,200	\$	\$	100	\$	\$
5	Administrative Assistant	\$	2,200	\$	\$	100	\$	\$
Total Bid Price (items 1-5)								\$

PLEASE SUBMIT AN ORIGINAL AND 1 COPY OF YOUR BID RESPONSE.

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.

Under Section 2.2-4354.2, Code of Virginia, an individual contractor is required to furnish their social security number and a proprietorship, partnership and corporation is required to furnish their employer identification numbers to the County of Henrico. Please indicate this information on this Bid Form as follows:

Social Security Number: _____.

Federal Employer Identification Number: _____.

To aid in the evaluation of bids, bidders must submit the original Bid Form and one copy of the Bid Form and detailed specification sheets. Have you complies with requirement?

___ Yes. ___ No.

If you fail to do so, your bid may be considered Nonresponsive and rejected.

Indicate whether your business___is or___is not located in the County of Henrico, Virginia and if it is, have you obtained a County license to conduct or engage in the business, trade or occupation in the County of Henrico? ___ Yes. ___ No.

I/We acknowledge the receipt of:

Addendum No. _____ Dated _____.

Addendum No. _____ Dated _____.

Bid Request No.07-8105-2JK

By bidding in response to this invitation, 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, firm 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.

Respectfully submitted,

Signature

Printed Name

Title

Firm

Address

FAX#

E-MAIL

DATE

TELEPHONE#

ATTACHMENT A
VENDOR DATA SHEET

References:

	Company Name	Address	Contact Person	Telephone Number
1.				
2.				
3.				
4.				
5.				

DO NOT USE HENRICO COUNTY AS A REFERENCE

ATTACHMENT B

Insurance Specifications

The contractor shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the contractor, and shall deliver Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the County named as an additional insured for the Commercial General Liability and Umbrella Liability coverage. The coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Best. In addition, the insurer shall agree to give the County 30 days notice of its decision to cancel 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

Combined Single Limit - \$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

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

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

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

Excess Liability - \$1,000,000 per occurrence

Note 1: Contractual Liability covers the following indemnity agreement:
"The Contractor shall indemnify and hold harmless the owner against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under the contract."

NOTE 2: To satisfy the requirements of 3D above, the classification code numbers appearing on the Comprehensive General Liability coverage parts shall not exclude the symbols "X-C-U".

NOTE 3: 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 Automobile Liability and Comprehensive General Liability, the total amount of coverage can be accomplished

through any combination of primary and excess umbrella insurance and self-insured reserves. The Contractor shall submit evidence of self-insurance to the Owner for its review and approval in addition to the required certificate of insurance. Such evidence shall consist of, at a minimum, current financial statements, which clearly indicate the reserves, committed to the Contractor's self-insurance program. The Contractor shall for the duration of the project maintain the self-insurance reserves at a level not less than that which is stated by the Contractor at the time that the Contract is executed. However, the total insurance protection provided for Comprehensive General Liability protection or for Comprehensive Automobile Liability protection, either individually or in combination with the Excess Liability Umbrella, must total \$2,000,000 per occurrence. This insurance shall apply as primary insurance 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.